



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 18, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular meeting of March 4, 2019.
2. Special meeting of February 27, 2019.

Agenda Revisions

Special Order of Business

3. Public hearing to consider adopting the City's Code of Ordinances.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 8, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
4. Pass an ordinance adopting the Code of Ordinances for the City of Cedar Falls, upon its first consideration.
5. Public hearing on proposed rezoning from A-1, Agricultural District, to RP, Planned Residence District, of property located at the southeast corner of West 12th Street and Union Road, and also on an associated amendment to the Schematic Land Use Map by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 8, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
6. Resolution amending the Schematic Land Use Map, by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development, for property located at the southeast corner of West 12th Street and Union Road.
7. Pass an ordinance amending Section 29-107 of the Code of Ordinances by removing property located at the southeast corner of West 12th Street and Union Road from the A-1, Agricultural District, and placing the same in the RP, Planned Residence District, upon its first consideration.
8. Public hearing on a proposed Amended and Restated Agreement for Private Development with Buckeye Corrugated, Inc.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 8, 2019)
 - b) Written communications filed with the City Clerk.

- c) Oral comments.
- 9. Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and a Minimum Assessment Agreement with Buckeye Corrugated, Inc.
- 10. Public hearing on a proposed Agreement for Private Development with Martin Realty Company II, L.L.C. and payment of certain economic development grants pursuant to said proposed Agreement.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 8, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
- 11. Resolution approving and authorizing execution of an Agreement for Private Development with Martin Realty Company II, L.L.C.

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.)

- 12. Receive and file the resignation of Hillery Oberle as a member of the Planning & Zoning Commission.
- 13. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Jeanine Johnson, Historic Preservation Commission, term ending 03/31/2022.
 - b) Leslie Prideaux, Planning & Zoning Commission, term ending 11/01/2021.
- 14. Receive and file the Committee of the Whole minutes of March 4, 2019 relative to the following items:
 - a) Planning & Zoning Commission Interview - Leslie Prideaux.
 - b) 2019 Municipal Operations and Programs Work Plan.
 - c) Bills & Payroll.
- 15. Receive and file the City Council Work Session minutes of March 4, 2019.
- 16. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - a) Code Enforcement Officer.
 - b) Communications Specialist.
 - c) Economic Development Coordinator.
 - d) Video Production Specialist.
- 17. Approve the request for temporary signs at various locations for the Waterloo-Cedar Falls Annual Coin Show on March 25-31, 2019.
- 18. Approve the request for a temporary sign at 4520 Rownd Street for Valley Lutheran School on April 12, 2019.
- 19. Approve a request for parking variances for the St. Patrick Church Garage Sale on April 24-26, 2019.
- 20. Approve the following applications for beer permits and liquor licenses:
 - a) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
 - b) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
 - c) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
 - d) Lark Brewing, Deringer's Public Parlor & The Stuffed Olive, 314 Main Street, Class C liquor & outdoor service - new.
 - e) Voodoo Lounge, 401 Main Street, Class C liquor - new.

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

- [21.](#) Resolution approving and adopting revised job classifications for the positions of Director of Public Works and Director of Community Development relative to the reorganization of City operations.
- [22.](#) Resolution approving and authorizing execution of a Facilities Use Agreement with Northeast Iowa Area Agency on Aging, Inc. (NEI3A) relative to use of the Community Center.
- [23.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement and one Tenant Purchase Agreement, and approving and accepting one Owner's Temporary Grading Easement for Construction and three Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project.
- [24.](#) Resolution approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the Oak Park Sanitary Sewer Repair Project.
- [25.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$13,561,862.40, for the West 1st Street Reconstruction Project.
- [26.](#) Resolution approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Surface Transportation Block Grant (STBG) funding relative to the Main Street Reconstruction Project.
- [27.](#) Resolution approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Iowa's Transportation Alternatives Program (TAP) funding relative to the Lake Street Trail Project.
- [28.](#) Resolution approving and authorizing execution of a Farm Lease Agreement with Michael Greiner relative to property located west of the West Viking Road Industrial Park.
- [29.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 4 with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Industrial Park Expansion Project.
- [30.](#) Resolution approving the Industrial Park Land Acquisition and Engineering/Design Services Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.
- [31.](#) Resolution receiving and filing, and setting April 1, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Permeable Alley Project.
- [32.](#) Resolution setting April 1, 2019 as the date of public hearing on proposed amendments to Section 26-181 (formerly 29-160), CHN, College Hill Neighborhood Overlay Zoning District, of Chapter 26 (formerly 29), Zoning, of the Code of Ordinances relative to certain provisions in the College Hill Neighborhood Overlay Zoning District.

Allow Bills and Payroll

33. Allow Bills and Payroll of March 18, 2019.

City Council Referrals

City Council Updates

Executive Session

34. Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), 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, MARCH 4, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via phone), Blanford, Darrah, Wieland (via phone), Green. Absent: None.
- 52209 - It was moved by Darrah and seconded by Green that the minutes of the Regular Meeting of February 18, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52210 - Mayor Brown announced that in accordance with the public notice of February 8, 2019, this was the time and place for a public hearing on the proposal to undertake a public improvement project for the Ridgeway Avenue Reconstruction Project and to authorize acquisition of private property for said project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52211 - The Mayor then asked if there were any written communications filed to the proposed public improvement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Schrage commented briefly. There being no one else present wishing to speak about the proposed public improvement, the Mayor declared the hearing closed and passed to the next order of business.
- 52212 - It was moved by Green and seconded by Miller that Resolution #21,440, approving a public improvement for the Ridgeway Avenue Reconstruction Project and authorizing acquisition of private property for said project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Absent: Wieland (phone connection lost). Motion carried. The Mayor then declared Resolution #21,440 duly passed and adopted.
- 52213 - It was moved by Miller and seconded by Darrah that Ordinance #2936, amending Chapter 29, Zoning, of the Code of Ordinances relative to the College Hill Neighborhood Overlay Zoning District, be passed upon its second consideration. Following questions and comments by Councilmembers Green, Blanford and Kruse, Eashaan Vajpeyi, 3831 Convair Lane, and Kathryn Sogard, College Hill Partnership Executive Director, and response by City Attorney Rogers, it was moved by Kruse and seconded by deBuhr to amend the ordinance to apply to C3 only. Motion to amend carried 4-3, with Blanford, Darrah and Wieland voting nay.
- 52214 - It was moved by Darrah and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- a) Mark Miller, Board of Adjustment, term ending 03/31/2024.
- b) Gerald Sorensen, Board of Adjustment, term ending 03/31/2024.

Receive and file the Committee of the Whole minutes of February 18, 2019 relative to the following items:

- a) Board of Adjustment Interview - Mark Miller.
- b) Board of Adjustment Interview - Gerald Sorensen.
- c) Downtown Parking Study.
- d) Bills & Payroll.

Receive and file Departmental Monthly Reports of January 2019.

Approve a request for a street closure for the Panther Caravan on May 22, 2019.

Approve and authorize execution of an Order Accepting Acknowledgment/Settlement Agreement with Suds relative to a first tobacco violation at 2223 1/2 College Street.

Approve the following applications for beer permits and liquor licenses:

- a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- b) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.
- c) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.

Motion carried unanimously.

52215 - It was moved by Darrah and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,441, approving and authorizing execution of Amendment #2 to the National Insurance Services Trust Joinder Agreement for Long Term Disability Insurance with National Insurance Services Trust.

Resolution #21,442, approving and authorizing execution of a Subscription Renewal Agreement with Emergency Services Marketing Corp., Inc. relative to lamResponding callback software.

Resolution #21,443, approving and authorizing execution of a lease agreement with Black Hawk County Solid Waste Management Commission relative to the use of certain city-owned property located at 1500 Bluff Street by the WasteTrac environmental education team.

Resolution #21,444, approving and authorizing the expenditure of funds for the purchase of a hydro/jet vacuum sewer cleaning apparatus.

Resolution #21,445, approving and authorizing execution of an Owner Purchase

Agreement, and receiving and filing two Reports of Compensation Commissioners and Notices of Appraisal Damages and Time for Appeal, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,446, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement for Grant Administration and Technical Services for Housing Projects with Iowa Northland Regional Council of Governments (INRCOG) relative to Community Development Block Grant (CDBG) Entitlement Funding.

Resolution #21,447, setting March 18, 2019 as the date of public hearing to consider adoption of the City's Code of Ordinances.

Resolution #21,448, setting March 18, 2019 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Buckeye Corrugated, Inc.

Resolution #21,449, setting March 18, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development with Martin Realty Company II, L.L.C. and payment of certain economic development grants pursuant to said proposed Agreement.

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 #21,441 through #21,449 duly passed and adopted.

- 52216 - It was moved by Blanford and seconded by deBuhr that Resolution #21,450, approving and authorizing the expenditure of funds for the purchase and installation of cameras and lighting in the College Hill area, be adopted. Following a question by Councilmember Blanford and response by Public Safety Services Director Olson, 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 #21,450 duly passed and adopted.
- 52217 - It was moved by Miller and seconded by deBuhr that Resolution #21,451, approving and accepting a Lien Notice and Special Promissory Note for property located at 821 Olive Street relative to the Rental to Single Family Owner Conversion Incentive Program, be adopted. Following a question by Councilmember Miller and response by Planner II Lehmann, 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 #21,451 duly passed and adopted.
- 52218 - It was moved by Darrah and seconded by Miller that Resolution #21,452, approving the preliminary plat of Greenhill Village Townhomes II, be adopted.

The following individuals spoke in opposition to the preliminary plat:

Chris Noland, 1510 Athens Court
Nalin Goonesekere, 1518 Athens Court
Kristine Tognetti, 1509 Andover Court
Tim Tjarks, 1521 Athens Court
Robin Frost, 4718 Addison Drive

The following individuals expressed concerns with the preliminary plat:

Eashaan Vajpeyi, 3831 Convair Lane
James Dunning, 4622 Hudson Road

The following individuals spoke in support of the preliminary plat:

Steve Troskey, CGA Engineers, representative of the developer
Chris Rausch, Counsel for Panther Builders, 4834 Winghaven Drive

Planner II Lehmann provided background on the proposed plat. Following questions and comments by Councilmembers deBuhr, Miller, Kruse, Blanford, Darrah and Green, and responses by Community Services Manager Howard, CGA Engineers Representative Steve Troskey, Planner II Lehmann and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Blanford, Darrah, Wieland, Green. Nay: deBuhr, Kruse. Motion carried. The Mayor then declared Resolution #21,452 duly passed and adopted.

- 52219 - It was moved by Miller and seconded by Darrah that Resolution #21,453, setting March 18, 2019 as the date of public hearing on the proposed rezoning from A-1, Agricultural District, to RP, Planned Residence District, of property located at the southeast corner of West 12th Street and Union Road, and also on an associated amendment to the Schematic Land Use Map by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development, be adopted. Following a question by Councilmember Miller and response by Mayor Brown, 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 #21,453 duly passed and adopted.
- 52220 - It was moved by deBuhr and seconded by Darrah that the bills and payroll of March 4, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52221 - Public Safety Services Director Olson provided information about fire training required for new public safety officers, the status of the Insurance Services Office (ISO) rating, and the response by firefighters and public safety officers to a fire that occurred earlier in the day, and responded to questions by Mayor Brown and Councilmembers Miller and Kruse.

52222 - Penny Popp, 4805 South Main Street, commented about public participation in public meetings. Councilmember Miller responded to personal comments made by Ms. Popp.

Brian Wingert, 2110 Flynn Drive, commented about costs that would be involved in changes to the Greenhill Village Townhomes project and addressed concerns about potential rentals.

52223 - It was moved by Darrah and seconded by Blanford that the meeting be adjourned at 8:52 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

**CITY HALL
CEDAR FALLS, IOWA, FEBRUARY 27, 2019
SPECIAL MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special 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 3:30 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via phone), Blanford, Darrah, Wieland, Green. Absent: None.

- 52206 - It was moved by Blanford and seconded by Darrah that Resolution #21,438, approving and authorizing execution of an Agreement with Wantman Group, Inc. (WGI) to perform parking consulting services relative to a College Hill Parking Study, be adopted. Finance & Business Operations Director Rodenbeck responded to a question by Councilmember Blanford. It was then moved by Green to table the motion until the March 4, 2019 Council meeting. Motion failed for lack of second.

The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: Green. The Mayor then declared Resolution #21,438 duly passed and adopted.

- 52207 - It was moved by Miller and seconded by deBuhr that Resolution #21,439, approving and authorizing execution of a Memorandum of Understanding with Teamsters Union, Local No. 238 relative to shift scheduling, be adopted. Public Safety Services Director Olson provided a brief explanation. Mayor Brown and Public Safety Services Director Olson responded to questions and comments by Sarah Langel, 1312 Windsor Drive, and Councilmembers Miller, Blanford, Darrah and Wieland. It was then moved by Green to table the motion until the March 4, 2019 Council meeting. Motion failed for lack of second.

Director Olson, Mayor Brown, and Councilmembers Miller, deBuhr, Blanford and Wieland responded to questions and comments by the following individuals:
Darren Yoder, 4204 Berry Hill Road,
Leona Smith, 2904 Neola Street
Annette Bell, Cedar Falls
T.J. Frein, 1319 Austin Way
Sharon Regenold, 108 Lilliput Lane

Following questions and comments by Councilmembers Miller and Green, and responses by Director Olson, the Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: Green. The Mayor then declared Resolution #21,439 duly passed and adopted.

- 52208 - It was moved by Miller and seconded by Darrah that the meeting be adjourned at 4:20 P.M. Motion carried unanimously.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Mayor Brown and City Councilmembers
FROM: Jacque Daniels, City Clerk
DATE: March 14, 2019
SUBJECT: Recodification of Code of Ordinances

As you are aware, staff has been working with MuniCode to recodify the Cedar Falls Code of Ordinances. The recodification was associated with the City Council's initiative to "clean up" the code by reviewing codes on a chapter-by-chapter basis, identifying obsolete provisions, conflicts and inconsistencies in conjunction with state statutes, as well as conflicts within the Code itself. The Code has undergone a comprehensive legal review by attorneys well-versed in the statutes and in areas of concern with regard to codification. We are now ready to proceed with Council adoption of the new Code of Ordinances and recommend adopting the attached ordinance.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF CEDAR FALLS, IOWA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. The Code entitled "Code of Ordinances, City of Cedar Falls, Iowa," published by Municipal Code Corporation, consisting of chapters 1 through 26, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before June 18, 2018, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of not less than \$65.00, but not in excess of \$625.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after June 18, 2018 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Recodification Notes

General comments: What follows is an explanation of the changes to the Cedar Falls Code of Ordinances that will be incorporated as part of Recodification. In order to simplify review of the changes, Ordinance Sections are color coded. Those changes that were essentially mandated by changes to the Code of Iowa are flagged in blue. Those changes that were necessitated by a change in policy, to conform to practice, or by obsolescence are flagged in yellow. Those changes that were necessitated by HF 134 regarding familial status in rental properties are flagged in grey. Those changes that are merely a clarification of language are flagged in purple. Those changes that were recommended by MuniCode as being unconstitutional, inconsistent with state law, or are unnecessary due to state law are flagged in green. See Color Code Key attached.

For the most part, changes are highlighted in red, with additions underlined and deletions interlined. A notable exception would be Chapter 5, Alcohol, where wholesale changes were made. Only the new version is included.

All departmental references throughout the Code (except historical references) were changed to reflect reorganization in 2016. For example, “administrative services” was changed to finance and business operations; “developmental services” to community development; “human and leisure services” to municipal operations and programs; “public works department” to public works and parks division; “fire department” to fire operations division, and “police department” to police operations division. These changes will not be specified separately below.

MuniCode recommended deleting every Section dealing with severability. It is the convention in some Codes of Ordinances to include sections indicating that if any part of a section is declared to be invalid, this doesn’t affect the rest of the Code. That is the law and it is unnecessary to repeat it, so we accepted this recommendation.

Also, whenever the Code calls for a fee or charge to be set by resolution, we standardized the language as follows: “...*as established from time to time by resolution of the city council.*”

If the only change was to correct a reference to the Iowa Code, it is not mentioned here.

The new Code is organized in a slightly different order, so many sections were renumbered. References to the new Code sections are included for those sections affected in case one wishes to refer to the new Code of Ordinances.

RECODIFICATION NOTES

COLOR CODE KEY

Sec. State Code mandated

Sec. City policy, practice or obsolescence

Sec. HF 134 (familial status)

Sec. Clarification

Sec. MuniCode recommendation (unconstitutional, inconsistent or unnecessary)

CHAPTER 1. GENERAL PROVISIONS

Sec. 1-9. Municipal Infraction

(a) Civil penalty.

(1) Unless another civil penalty is provided either in section 1-9(c) or elsewhere in this Code, a municipal infraction is a civil offense punishable as provided in the following schedule of civil penalties:

- a. First offense: \$100.00
- b. Second offense: ~~\$200.00~~ \$500.00
- c. Third and subsequent offenses: ~~\$300.00~~ \$1,000.00

* * *

(c) *Municipal infraction.* Any violation of any provision of the following portions of this Code of Ordinances, unless characterized as a misdemeanor, is hereby declared to be a municipal infraction, punishable as provided in the following subsections or elsewhere in this Code, or, if not provided for in the following subsections or elsewhere in this Code, then punishable as provided in section 1-9(a)~~(1)~~ of this Code:

- (1) Chapter 3, advertising.
- (2) Chapter 4, airport zoning.
- (3) Chapter 6, animals, except sections 6-2 and 6-2.1.
- (4) Chapter 7, buildings and building regulations, including article II, building code; article III, electrical regulations; article IV, gas regulations; article V, plumbing regulations; article VI, moving of buildings; article VII, cross-connection

control containment provisions; and article VIII, uniform mechanical code, punishable as provided in the following schedule of civil penalties:

- a. First offense: \$500.00
- b. Second offense: \$750.00
- c. Third and subsequent offenses: ~~\$900.00~~ \$1,000.00

* * *

(9) Chapter 17, mobile homes, mobile home parks and mobile home subdivisions, ~~punishable as provided in the following schedule of civil penalties:~~

- ~~a. First offense: \$150.00~~
- ~~b. Second and subsequent offenses: \$300.00~~

(10) Chapter 18, nuisances, junk vehicles and noise, except as follows ~~punishable as provided in the following schedule of civil penalties:~~

a. *Violations of article I, in general, relating to nuisances, punishable as provided in the following schedule of civil penalties:*

- 1. First offense: \$500.00
- 2. ~~Second and subsequent offenses:~~ \$750.00
- 3. Third and subsequent offenses: \$1,000.00

~~b. *Violations of article II, relating to junk vehicles:*~~

- ~~1. First offense: \$150.00~~
- ~~2. Second and subsequent offenses: \$300.00~~

~~c. *Violations of article III, noise:*~~

~~1. First offense: \$150.00~~

~~2. Second and subsequent offenses: \$300.00~~

(11) Chapter 19, offenses and miscellaneous provisions except as follows:

~~a. Section 19-19, jumping from bridges, and section 19-21, prohibited wading, water skiing or swimming in city-owned lakes and detention ponds, punishable as provided in the following schedule of civil penalties:~~

~~_____ 1. First offense: \$100.00~~

~~2. Second and subsequent offenses: \$200.00.~~

~~b~~a. Violations of article IV, temporary state of public emergency restrictions, punishable as provided in the following schedule of civil penalties:

1. First offense: \$500.00

2. Second offense: \$750.00

3. Third and subsequent offenses: ~~\$900.00.~~ \$1,000.00.

(12) Chapter 20, Parks and Recreation.

(13) Chapter 23, Streets and Sidewalks.

~~(12)~~4 Chapter 29, zoning, punishable as provided in the following schedule of civil penalties:

a. For violations of section 29-177(g)(1), section 29-177(h)(1)(d), and section 29-199, the penalties shall be as follows: first offense, ~~\$150.00~~ \$100.00; ~~and~~ second ~~and subsequent~~ offenses, ~~\$300.00~~ \$500.00; ~~and third and subsequent offenses, \$1,000.00.~~ and third and subsequent offenses, \$1,000.00.

b. For all other violations of Chapter 29, zoning, the civil penalties shall be as follows: first offense, \$500.00; ~~and~~ second ~~and subsequent~~ offenses, \$750.00, and third and subsequent offenses, \$1,000.00.

Comment: These changes were made to create consistency in the civil penalties levied for municipal infractions

CHAPTER 2. ADMINISTRATION

Sec. 2-4. Proof of Publication. Change subsection (b) to read: The city clerk shall permanently retain a copy of all proofs of publication referred to in subsection (a) above.

Comment: Conforming to current practice.

Sec. 2-5. Purchasing generally. This is not a recommendation from MuniCode but is an item that was discovered when we were considering other changes to Chapter 2. Section 2-5(b) is amended as follows to reflect current practice:

(b) Whenever it is necessary for the city to purchase supplies for any of the departments of the city, unless ordered by the council at a regular or special session, a written order must be first had and obtained from the ~~chairman of the administration committee or the officer~~ Director in whose department the supplies are to be used, or the Director's designee, or the city administrator ~~mayer or city clerk~~, before such supplies, goods and merchandise can be purchased, and all bills of such supplies when filed with the Department of Finance and Business Operations ~~city clerk~~ for payment shall have attached thereto the written order so given ~~by such committee or officer or mayor.~~

Sec. 2-63. Distribution of information when matter referred to committee. (Now 2-70) The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the ~~reference~~ referral to a committee of the council has been made.

Comment: Typo in original.

Sec. 2-91. Withdrawal of motion. (Now 2-113) After a motion or resolution is stated by the mayor, it shall be deemed to be in the possession of the council, but may be withdrawn at any time before decision, but if any amendment has been proposed or adopted it shall not be withdrawn without the consent of the mover of such amendment.

Comment: Typo in original.

Sec. 2-108. Applicability of Robert's Rules of Order. (Now 2-129) Now will refer to the 10th Edition of Robert's Rules of Order, so we have a specific edition to rely on.

Sec. 2-126. Removal of appointed officers; nonreappointment of officers. (Now 2-159) Agreed with MuniCode that the following language be added to 2-126(c)(1):

The appointing authority shall then hold a private hearing, unless a public hearing is required by Iowa law, within ten days of receipt of the written request...

Also that the following language be added to 2-126(c)(2):

The appointing authority shall then hold a private hearing, unless a public hearing is required by Iowa law, within ten days of receipt of the written request...

Regardless of any further changes, there is an obvious error in Section 2-126(b):

The city administrator may be removed as provided in section 2-1732-177 of this Code.

Comment: MuniCode recommendation.

Sec. 2-152. Bond. This is part of the Mayor article. This is not a recommendation from MuniCode. Eliminated the bond requirement.

Comment: Conforming to current practice.

Sec. 2-176. Powers and duties of the city administrator. (Now 2-218) Through the process of review of this chapter the following typo was discovered in subsection (20):

Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; ...

Comment: Clean up.

Sec. 2-181. Vacancy and acting city administrator. (Now 2-223) This is not a recommendation from MuniCode. This is a language clarification request by the city attorney to change the section as follows:

Sec. 2-181. - Vacancy and acting city administrator.

In the event of the absence or inability of~~Whenever~~ the city administrator to perform the duties of the city administrator's office,~~is out of the city or ill~~ the city administrator shall appoint an acting city administrator, or if unable to do so act~~on account of sickness or~~ for any ~~other~~ reason, including those periods of time when the council has not appointed a city administrator, the mayor shall appoint one of the department directors as the acting city administrator. This appointee shall have and exercise all the powers and duties of the city administrator.

Chapter 2, Article III, Division 4. City Investments. Throughout this article changed finance/public records division to finance division; Director of administrative services to director of finance and business operations; and finance manager/city clerk to controller/city treasurer.

Chapter 2, Article III, Division 5. Reporting of Gifts. MuniCode recommended deletion of this entire Article as covered by state law. We agreed.

Sec. 2-212. Information to be provided to mayor and council. (Now 2-277)
Name changes to conform to state code.

Sec. 2-233. Qualifications of commissioners. (Now 2-305) The civil service commissioners shall be citizens of the state and ~~residents of the city for more than five years next preceding their appointment,~~ eligible electors of the city and shall not, while on the commission, hold or be a candidate for any office of public trust.

Comment: Eliminated 5 year residency requirement and added eligible elector, both to conform to state code.

Sec. 2-237. Meeting room equipment; recorder. (Now 2-309) Eliminated reference to short hand reporter as archaic and inconsistent with practice.

Sec. 2-301(a)(4) (Now 2-452(a)(4)) Immediately following a regular or special meeting of a utility board, the secretary shall prepare a condensed statement of the proceedings of the board and cause the statement to be published in a newspaper of general circulation in the city. The statement must include a list of all claims allowed, showing the name of the person or firm making the claim, the reason for the claim, and the amount of the claim. If the reason for for the claims is the same, two or more claims made by the same vendor, supplier, or claimant may be consolidated if the number of claims consolidated and the total consolidated claim amount are listed in the statement. However, the utility board shall provide at its office upon request an unconsolidated list of all claims allowed. Salary claims must show the gross amount of the claim except that salaries paid

to persons regularly employed by the utility, for services regularly performed by them, must be published once annually showing the gross amount of the salary.

Comment: To conform to Iowa Code § 388.4(4).

Sec. 2-653(b)(9): (Now 2-978(b)(9)) Provide inspection and prevention programs which enforce the International Fire Code and Minimum Rental Housing Code ~~through the Fire Prevention Bureau.~~

Comment: Clean up—there is no Fire Prevention Bureau.

CHAPTER 3. ADVERTISING

Sec. 3-1. License for posting or distribution of advertising material.

(a)

(2) The fee for a license required by this section shall be ~~\$20.00 for each day engaged in such work or \$200.00 per year for a yearly distributor's license as established by resolution from time to time.~~ The licenses shall be issued in like form and manner as other licenses.

Comment: Self-explanatory.

Sec. 3-2. Distribution of advertising materials not to create nuisance or litter.

The distribution of advertising material shall be made in such a manner as not to create a nuisance, and no licensed billposter or distributor or any other person shall scatter, or deposit ~~or deliver~~ any such bills or material upon or in the streets, sidewalks or public grounds of the city, ~~nor hand the advertising material to~~

~~persons passing along the streets~~, nor throw the advertising material into yards of private buildings or halls of public buildings.

Comment: The deleted phrase was believed to be an unconstitutional infringement of 1st Amendment rights.

Sec. 3-4. **Placing advertising material in or on vehicles.** No advertising bills, posters, printed or illustrated matter, patent medicines, samples or advertising matter of any kind or character shall be placed in or on any vehicle parked upon the public streets, ~~nor shall any form of advertising matter be attached to such vehicle so parked without the consent of the owner~~ except in a manner that will prevent same from being blown about or scattered by the elements.

Comment: Deleted phrase believed to be unconstitutional.

Sec. 3-40. **Permit required.** No sign shall be constructed, erected, re-erected or altered until a permit for the sign has been issued by the city planner. No permit is required for a sign located on private property.

Comment: Changed to conform to current practice.

Sec. 3-47. **Registration of signs; liability insurance.** Deleted entire section to conform to current practice.

Chapter 4. AIRPORT ZONING

A new airport zoning ordinance was adopted recently. The only changes made to MuniCode's version were to clarify certain tables.

Chapter 5. ALCOHOLIC AND MALT BEVERAGES.

Several changes made to reflect current practice and generally to omit requirements imposed by state law that the City doesn't enforce.

Sec. 5-1. - Purpose of chapter. (REVISED)

Regulations for the sale of alcoholic beverages are preempted to the State by the Iowa Alcoholic Beverage Control Act, Iowa Code Chapter 123. The purpose of this chapter is to provide for local regulations for the location of the premises of retail wine or beer and liquor control licensed establishments and governing activities or such matters which may affect the health, welfare and morals of the community relating to the establishment of certain alcohol licenses and permits.

Sec. 5-2. – Definitions. (REMOVED)

Sec. 5-3. - Penalty for violation of chapter. (Unchanged)

Unless a specific penalty is provided for in this chapter, any person who violates any of the provisions of this chapter shall be subject to punishment as provided in section 1-8 of this Code.

Sec. 5-4. - Compliance with state law. (Now 5-3) (Unchanged)

It shall be unlawful to sell, offer or keep for sale or possess alcoholic liquor, wine or beer except upon the terms, conditions, limitations and restrictions enumerated in the Alcoholic Beverage Control Act, Iowa Code Chapter 123.

Sec. 5-5. - Eligibility for license or permit. (Now 5-4) (REVISED)

Upon meeting the requirements imposed by state law and the ordinances of the city, a person may apply for a liquor control license or a wine or beer permit.

Sec. 5-6. - Conditions for issuance of license or permit. (Now 5-5) (REVISED)

- (a) As a condition for issuance of a liquor control license or wine or beer permit, the applicant must give consent to members of the fire operations division, police operations division, health department, building inspector, county sheriff, deputy sheriff, members of the department of public safety, representatives of the department of inspections and appeals, certified police officers and any official county health officer to enter upon areas of the premises where alcoholic beverages are stored, served or sold, without a warrant, during business hours of the licensee or permittee, to inspect for violations of the Alcoholic Beverage Control Act or of this chapter.
- (b) No liquor control license shall be issued for premises which do not conform to all applicable laws, ordinances, resolutions and health and fire regulations. No licensee shall have or maintain any interior access to residential or sleeping quarters unless permission is granted by the administrator of the Alcoholic Beverage Control Act, the permission to be in the form of a living quarters permit.
- (c) In addition to the statutory requirements for a liquor control license or wine or beer permit, the following requirements must also be met for the issuance of a liquor control license or wine or beer permit that would allow consumption of alcoholic beverages on the premises:
 - (1) The place of business for which such liquor control license or wine or beer permit is sought must be located within one of the following zoning districts: C-2 commercial district, C-3 commercial district, M-1 light industrial district, M-2 heavy industrial district, S-1 shopping center district, HWY-1 highway commercial district, or PC-2 planned commercial district.
 - a. The zoning district requirement of subsection (c)(1) of this section shall not apply to any public agency.
 - b. The zoning district requirement of subsection (c)(1) of this section shall not apply to a liquor control license or wine or beer permit issued to a private club as defined in Iowa Code section 123.3(11), provided

that such club is owned by, ancillary to, and located on the premises of, a retirement community or retirement village.

- c. The zoning district requirement of subsection (c)(1) of this section 5-6 shall not apply to any liquor control license or wine or beer permit which is issued for any establishment located on city-owned property, provided, however, that the city, as owner of the property, shall have consented to the granting of such license or permit.
- (2) The liquor control license or wine or beer permit must apply only to building areas, with the exception of country clubs or similar type operations.
- (3) Except for a restaurant, which is defined as any retail establishment where the principal business of which consists of the sale of food products for consumption on the premises, and where the volume of all food sales shall not be less than 66 2/3 percent of the dollar volume of sales made by the establishment, the licensed building is to be no closer, at the closest point, than 150 feet to the border of the zoning district adjacent to the district in which the licensed building is located, if the adjacent zoning district is more restrictive than those zoning districts set forth in subsection (c)(1) of this section.
- (4) For establishments that qualify as a restaurant as defined in subsection (3) of this section, the liquor control licensee or wine or beer permittee shall furnish to the city clerk verified monthly statements of total dollar volume of food sales and total dollar volume of alcoholic beverage sales for six consecutive months. Thereafter, sales statements, as provided for in this section, shall be submitted for each consecutive six-month period until the liquor control license or wine or beer permit expires or has been revoked.

Sec. 5-7. through Sec. 5-14. (REMOVED – classes, fees, refunds of permits and licenses, applications are processed through the state)

Sec. 5-15. - Approval of license or permit by council. (Now 5-6) (REVISED)

The city council shall either approve or disapprove the issuance of a liquor control license, wine permit or beer permit, shall endorse its approval or disapproval of the application, and shall submit the approval or disapproval to the Iowa Alcoholic Beverages Division.

Sec. 5-16 thru 5-18. (REMOVED – nature, transfer, duration of license or permit handled by the state)

Sec. 5-19. ~~Suspension or revocation of license or permit~~ Council action affecting license or permit. (Now 5-7) (REVISED)

The city council may adopt ordinances, resolutions and regulations not in conflict with state law relating to the location and operation of retail wine, beer and liquor establishments.

Sec. 5-20. Appeals by license or permit holders. (Now 5-8) Replace “I.C.A. ch. 123” with “Iowa Code Chapter 123.”

Sec. 5-21. (REMOVED)

Sec. 5-22. Possession or consumption in public place; public intoxication. (Now 5-10) The word “exonerate” was replaced with the word “expungement.”

Sec. 5-23. Persons under legal age; penalty. (Now 5-11) (Unchanged)

Sections 5-76 through 5-81. ARTICLE III. - OUTDOOR SERVICE AREAS (REVISED – updated as follows:

Sec. 5-76. - Approval required. (Now 5-64)

Any permittee or licensee under Article I of this chapter, or any applicant for a license or permit under article I of this chapter, desiring to operate an outdoor service area adjacent to and in conjunction with licensed premises must obtain the approval of the city council and of the state alcoholic beverages division before commencing operation of such outdoor service area.

Sec. 5-77. - Application for approval; granting of approval. (Now 5-65)

- (a) An application for approval of an outdoor service area shall be made to the state alcoholic beverages division. Such application may accompany the initial application or any renewal application for a license or permit under article I of this chapter or may be submitted at any time in conjunction with an amended application for a license or permit. An application for the approval of an outdoor service area shall include all information required to be submitted with applications for beer permits and liquor licenses. The accompanying application materials shall be submitted to the city clerk at least 15 days prior to the date it is to be considered by the city council. An outdoor service area shall be subject to the same annual renewal requirements as are all beer permits and liquor licenses. Approval by the city council of an outdoor service area shall be to the state alcoholic beverages division with regard to the diagram, dram shop insurance coverage and all other state and local requirements.
- (b) Upon submitting an application for approval of an outdoor service area, the applicant shall provide the name and address of the owner of each abutting property as well as every other property which is within 150 feet of the applicant's premises. The city will then notify these property owners by letter of the nature of the application and the date and time when it will appear on the agenda for approval by the city council, so that these property owners will have an opportunity to comment on the application if they wish.
- (c) Approval or disapproval of an application for approval of an outdoor service area shall be at the discretion of the city council. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. If there is a change of ownership, the outdoor service area use shall be

permitted to continue, provided that the usage is continuous and the area has not been altered.

Sec. 5-78. - Suspension or revocation of approval. (Now 5-66)

- (a) The city may, after notice to the licensee or permittee and after a reasonable opportunity for hearing, suspend or revoke authorization for the operation of an outdoor service area for any establishment when the licensee or permittee has violated or has permitted or allowed the violation of any provision of the Iowa Code or the Code of Ordinances of the city pertaining to the operation of an outdoor service area constitutes a threat to public health, welfare, or safety or constitutes a nuisance.
- (b) The suspension or revocation procedure shall be initiated by the police chief by the filing of a complaint with the city council or state alcoholic beverages division. Written notice of the hearing, as well as a copy of the complaint, shall be served upon the licensee or permittee at least ten days prior to the date set for hearing. In the event of suspension or revocation, the city shall notify the state alcoholic beverages division pursuant to I.C.A. § 123.32.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, the city council may order the immediate closure of an outdoor service area if it is determined that its continued operation presents a clear and imminent threat to public health, safety or welfare.
- (d) Suspension or revocation of authorization by the city for operation of an outdoor service area shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license or permit is also initiated.

Sec. 5-79. - Inspection. (Now 5-66)

Outdoor service areas shall be subject to inspection at least annually at the same time inspection of the adjacent licensed establishment occurs. The city may, in its discretion, inspect an outdoor service area at any other time.

Sec. 5-80. - Location and operation—Generally. (Now 5-67)

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in Section 23-68 for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-6(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-6(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.
- (10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather

requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

Sec. 5-81. - Same—Exemptions. (Now 5-68)

- (a) An applicant may, as a part of the application for an outdoor service area, request exemption from the requirements of section 5-80(2), (3), (4) and (9). After review and comment by appropriate city staff, the city council may approve such exemptions if it determines that to do so would not jeopardize the health, welfare or safety of the users of the outdoor service area or the owners or users of abutting property. The burden of establishing entitlement to such exemption shall be upon the applicant, and cost of compliance alone shall not be sufficient grounds to justify exemption. Outdoor service areas in existence on the date of passage of the ordinance from which this article is derived are required to comply with all requirements for outdoor service areas stated in subsection (a) of this section, or to obtain exemption therefrom.
- (b) For the purpose of this article, an outdoor service area shall be considered a building area as provided for in section 5-6(c)(2).

CHAPTER 6. ANIMALS

Sec. 6-2. Animal neglect. Entire section deleted and replaced, essentially, with Iowa Code § 717B.3 to conform to state law. See **Exhibit A** attached.

New Sec. 6-3. Abandonment of cats and dogs. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may

deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound as defined in Iowa Code § 162.2. A person who violates this section is guilty of a simple misdemeanor. If a person is found guilty of a violation of this section or section 6-2, the disposition of the neglected or abused animal shall be determined by the court.

Comment: Basically Iowa Code § 717B.8 was adopted to conform to state law.

Old Sec. 6-3. (now 6-4) Use of streets for driving or riding animals. The section was retained, but the language was changed as follows:

No person having the care, custody or control of any animal upon any street in the city shall permit such animal to exit a street beyond the curblines, or edge of a street with no curbs, except in the case of domestic pets.

Comment: Clarification of language.

Sec. 6-5. Hitching animals to trees, poles, fences, etc. Entire section deleted as obsolete.

Sec. 6-8. Recovery of costs by city for damage done by animals.

The city shall have a right of action in all cases against the owner or person in control of any of the animals or fowl mentioned in section 6-6, ~~for all fees, costs and charges for taking up and keeping or advertising the animal, for all damages done to shade or ornamental trees standing within the streets or public grounds of the city, and~~ for all damages to ~~other~~ public property.

Comment: Clarification of language.

Sec. 6-12. Consent of adjoining property owners required for keeping bees.
Deleted.

Comment: Unconstitutional delegation of City power.

Sec. 6-13. Cats causing annoyance or disturbance. (Now Sec. 6-11)

(a) It shall be unlawful for any person keeping, owning or sheltering a cat to allow or permit such animal to cause annoyance or otherwise interfere with the premises of another, or by frequent and habitual howling, yelping or otherwise cause serious annoyance or disturbance to reasonable persons ~~or to the neighborhood.~~

(b) No person shall be convicted under the provisions of this section except upon evidence of two or more reasonable persons of different households.

Comment: Reasonable person standard added for purposes of constitutionality.

Sec. 6-51. Impoundment of dogs or cats running at large. (Now 6-53).

Substituted the word “impounding agency” for “humane society” in case the City’s contract with the Humane Society was ever to end.

Sec. 6-56. Permitting dog or cat to run at large. (Now 6-58.)

(b) *Exceptions.* The foregoing subsections (a)(2) and (a)(3) of this section shall not apply to ~~guide dogs~~ service dogs or assistive animals used by handicapped persons.

Comment: Revised language to conform to Iowa Code.

Sec. 6-58. Noisy dogs or cats. (Now 6-60).

(a) It shall be unlawful for the owner of a dog or cat to permit or allow the dog or cat to cause serious annoyance or disturbance to a reasonable person by frequent ...

Comment: Added a reasonable person standard—see 6-13 above)

Sec. 6-68. Animals prohibited: Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc. (Now 6-70.)

(b) (added assistive animal to conform to Iowa Code)

CHAPTER 7. BUILDINGS AND BUILDING REGULATIONS

Sec. 7-501. Definitions. (Now Sec. 7-379)

Single unitfamily dwelling. ~~A single family dwelling shall~~ means a structure containing one dwelling unit.

Comment: Required by HF 134.

Sec. 7-504. Existing water services. (Now Sec. 7-382)

(c) After publication of the standards...classified as single unitfamily residential...

(d) Within six months after publication...not classified as single unitfamily residential...

Comment: Required by HF 134.

CHAPTER 9. CEDAR RIVER

Deleted the entire Chapter except Sec. 9-40 which was moved to Chapter 17. The Cedar River is within the jurisdiction of the state, not the City.

CHAPTER 10. ELECTIONS

Sec. 10.1. Conformance with state law. (Elections chapter now in Chapter 8)

Deleted as superfluous.

Sec. 10-3. Designation of polling places. Deleted as inconsistent with state law.

Sec. 10-4. Municipal election day. (Now 8-2). A regular municipal election shall be held in the city on the first Tuesday after the first Monday in November of each odd-numbered year, and elective officers shall thus be chosen biennially to succeed officers whose terms expire at 12:00 noon ~~of the second secular day in January following such election on January 1 which is not a Sunday or legal holiday, following a regular city election.~~

Comment: changed to conform to state law.

Sec. 10-7. Duties of City officials. Deleted as unnecessary—the City no longer administers local elections.

CHAPTER 11. FIRE PREVENTION AND PROTECTION

Sec. 11-1. Bureau of Fire Prevention. This is in the Fire Prevention and Protection chapter, **now Chapter 9.** Eliminate due to obsolete reference to “Bureau of fire prevention.”

Sec. 11-26. Adoption. Subsection (a) **(Now 9-19(a))**

The International Fire Code, 2015 Edition, including Appendix Chapters B, C, D, E, F, G, H, I, J and K published by the International Code Council, Inc., and ~~the applicable National Fire Protection Association Standards~~ all standards referenced therein, except as such codes and standards are amended in this article, are hereby adopted and incorporated as if fully set out in this section.

Comment: Technical change. The International Fire Code itself references the NFPA standards, so it is not necessary to separately reference them here. Moreover, "the applicable" NFPA standards language is ambiguous.

Sec. 11-29. Enforcement. Deleted as superfluous.

Sec. 11-57. Other permitted fires. (Now 9-60). Deleted reference to 1994 Uniform Fire Code as obsolete.

Sec. 11-60. Burning of leaves and grass clippings on or before December 31, 2003. Deleted as obsolete.

Sec. 11-76. Definitions. This is not a recommendation from MuniCode. Chief Bostwick and Captain Wright looked at these sections and requested some changes. This Article of Chapter 11 **(Now Chapter 9)** covers automatic sprinkler systems and they believe that current NFPA and IFC standards should be mentioned in this Article. "Automatic sprinkler system" is defined in 11-76 **(Now 9-85)**. Therefore a sentence was added to the end of that definition as follows: Such system shall comply with all applicable International Fire Code and National Fire Protection Association standards as adopted herein.

Also, they indicate that the definition of “Fraternity or sorority house” included in this section be deleted because it is covered elsewhere in the Code.

Sec. 11-77. Required in fraternity and sorority houses. (Now 9-86). As indicated above, provisions related to fraternity and sorority houses are not thought by Chief Bostwick and Captain Wright to be necessary because they are covered elsewhere. So Subsection 11-77 (1) was eliminated. Subsection 11-77(2) related to boarding houses and rooming houses was retained.

Sec. 11-78. Installation and maintenance generally. Recommended by Chief Bostwick and Captain Wright to be eliminated as unnecessary.

CHAPTER 12. GARBAGE AND REFUSE

Sec. 12-1.-Definitions. Garbage and Refuse Chapter. **(Now 10-1).** This is not a MuniCode recommendation but instead necessitated by HF 134.

Household units means each dwelling unit as defined in section 14-34 of these ordinances~~occupied by a single family.~~

Person means each single person or head of each family occupying a separate ~~family~~ dwelling unit, or each person, firm or corporation operating a separate business unit.

Premises means the property occupied by a separate household~~family~~ or business unit, whether or not the property is separately owned.

Sec. 12-62 & 12-63. Deleted as unnecessary according to Municipal Operations and Programs.

CHAPTER 13. HEALTH AND SANITATION

Sec. 13-3. Discharge of water on streets. (Now 19-281)

(Add the following sentence to the end of the section: Violation of the provisions of this section shall constitute a municipal infraction, and upon conviction thereof shall be punished in accordance with section 1-9.)

CHAPTER 14. HOUSING

Sec. 14-1. Administrative body. Subsection (b). **(Now 11-1).** The following sentence was added: *Such commission shall serve the city council in an advisory capacity only.*

In Subsection (d), the reference to I.C.A. ch. 403A deleted as follows: *Such board may adopt rules, bylaws and regulations governing its organization and procedures as may be deemed necessary ~~and in conformance with I.C.A. ch. 403A, as amended~~, and subject to the approval of the city council.*

Subsections (e) through (g) were eliminated. Again, emphasizes the advisory nature of the Housing Commission.

Sec. 14-2. International Residential Code and International Building Code—Adoption. (Now 11-2). These provisions are obsolete and also refer to Editions of such codes that have been superseded by adoption of later Editions.

Subsection 14-2(a). This subsection was changed to read as follows: The International Residential Code for One and Two-Family Dwellings, 2015 Edition, and the International Building Code, 2015 Edition, published by the International Code Council, Inc., hereinafter collectively called, “building code” in this chapter,

has been adopted by the city, and such building code is incorporated by reference as if fully set out in this section. The building code will regulate the maintenance of housing under this chapter.

14-2 (c). Retained, but changed to correct the reference to the 2015 building code.

Sec. 14-3. Same—Inspection fees. (Now 11-3).

Subsection (a). Eliminated reference to Section 14-2. Also agreed with MuniCode that the inspection fees should be set by resolution.

Subsection (c). Eliminated the reference to “adopted in this chapter.” Also changed reference from “rental housing inspector” to Fire Operations Division of the Department of Public Safety Services.

Sec. 14-4. Applicability of Codes. (Now 11-4). This section also incorrectly references outdated Editions of the outside codes and was changed accordingly.

Sec. 14-91.- Sanitary requirements. (Now 11-114) This is not a MuniCode recommendation, but instead necessitated by HF 134.

(2) *Baths.* At least one bath shall be supplied for each four persons or fraction thereof residing with in a dwelling containing a rooming unit, ~~including members of the operator’s family whenever they share such facilities.~~

Sec. 14-93. – Space and security. (Now 11-116) This is not a MuniCode recommendation, but instead necessitated by HF 134.

(b) *Structural requirements.*

~~(3) Maximum occupancy period. Not more than one family shall occupy a dwelling unit, except for guests,~~

(4) *Ceiling height.*

Exceptions:

a. In one- and two-unitfamily dwellings, beams or girders spaced not less than 4 feet on center....

b. Basement rooms in one- and two-unitfamily dwellings occupied exclusively ...

Sec. 14-96. Fire Safety. (Now 11-119) Changes recommended by Chief Bostwick and Captain Wright.

(a)

(2) a. All dwelling units shall be provided with smoke detectors as defined in International Fire Code, 20152009 Edition Section 907.2.11....

(At the end of the current text in the subsection, the following shall be added):

Effective January 1, 2018, all newly registered rental dwelling units and those changing ownership that do not contain hardwired provision for electric detection shall be provided with 10-year battery tamper proof dual sensor smoke detectors or 10-year battery tamper proof combination dual sensor smoke detectors/carbon monoxide detectors that comply with this section.

Effective January 1, 2018, each time a smoke detector in a rental dwelling unit that is hardwired for electric detection is replaced, repaired or removed, or is ordered to be replaced, repaired or removed, it shall be replaced with a dual sensor smoke detector that is hardwired for electric detection that complies with this section. Each time a smoke detector in a rental dwelling unit that is not hardwired for electric smoke detection is replaced, repaired or removed, or is

ordered to be replaced, repaired or removed, it shall be replaced with a 10-year battery tamper proof dual sensor smoke detector that complies with this section.

Effective January 1, 2021, all rental dwelling units that do not contain hardwired provision for electric smoke detection shall be provided with 10-year battery tamper proof dual sensor smoke detectors that comply with this section.

~~b. Effective May 1, 2011, all newly registered dwelling units shall be provided with dual sensor smoke detectors as defined in Iowa Code Section 100.18 and 661 Iowa Administrative Code 210.1.~~

Sec. 14-99. Mechanical equipment. (Now 11-122) Certain recommendations by MuniCode agreed upon, primarily cross references.

Subsection 14-99 (b)(2) changed to read: Installation of natural gas and associated equipment shall be governed by Building and Building Regulations as set forth in Chapter 7 of this code.

Subsection 14-99 (b)(3) deleted as unnecessary.

Subsection 14-99(d)(3) deleted as unnecessary.

Sec. 14-145. Occupancy Control. Deleted as inconsistent with other changes to Chapter 14.

Sec. 14-168. – Extermination of pests. (Now 11-199) This is not a MuniCode recommendation but instead necessitated by HF 134.

The occupant of a single-~~unit~~family dwelling shall be responsible for the extermination.....

Also this is not a MuniCode recommendation but given HF 134 another definition was changed as follows:

Real property or housing accommodation means any building, structure or portion thereof which is occupied ~~as~~ as, or designated or intended for occupancy as, as residence ~~by one or more families~~, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

CHAPTER 15. HUMAN RELATIONS

Sec. 15-2 Definitions. (Now 12-2) Disability or handicap definition changed to conform to Iowa Code.

Sec. 15-111. Prohibited education practices. (Now 12-127). Last paragraph changed to conform to Iowa Code.

Sec. 15-151. – Housing definitions. (Now 12-179) This is not a MuniCode recommendation but instead necessitated by HF 134, or more accurately to make the Code consistent after other changes necessitated by HF 134.

Covered multi-~~unitfamily~~ dwelling:

Sec. 15-153. – Exemptions. (Now 12-181) Same as above—HF 134

The provisions of this division shall not apply to:

(1) Any single-~~unitfamily~~ house sold....more than three such single-~~unitfamily~~ houses at any one time....sale of any such single-~~unitfamily~~ house by a

private....more than three such single-unitfamily houses at any one time....the sale or rental of any such single-unitfamily house shall be excepted....

(2) ~~Rooms or units in Dw~~ellings containing no more than four independent dwelling units~~living quarters occupied or intended to be occupied by no more than four families living independently of each other~~, if the owner actually maintains and occupies one of such dwelling units~~living quarters~~ as his or her residence.

Sec. 15-172. – Exemptions. (Now 12-206) Same as above—HR 134.

(2) The rental or leasing to transient individuals of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if the occupant or owner ~~or members of his/her family~~ resides therein.

CHAPTER 16. LICENSES AND BUILDING REGULATIONS.

Sec. 16-33. Sales prohibited on public property. (Now 13-33) No person, firm, corporation or other entity shall sell, rent, barter, display, or otherwise offer for sale, rent or barter any merchandise or other materials on any sidewalk, street, public right-of-way, or public ~~property except as provided for in section 23-66 et seq related to sidewalk cafes or as otherwise provided in this division~~ without a valid permit or license.

Sec. 16-34. Definitions. (Now 13-34) A *mobile merchant* shall include any person engaged in selling, renting or bartering, or offering for sale, rent or barter, food, beverages, goods, wares, or other merchandise from a stand, cart, motor vehicle, vending machine, or other form of temporary structure. Mobile merchants shall include, but not be limited to persons referred to as peddlers,

solicitors, vendors, transient merchants, and seasonal merchants, whether operating on public or private property.

Comment: This is a substantive change to include persons who rent or barter as Mobile Merchants.

Sec. 16-36. (Now 13-36) Added a new subsection, (17) *The sale of consumer fireworks and novelties.*

Comment: State law prohibits local licensing requirements for fireworks sales.

Re-inserted previous Sections 16-54 thru 16-58 that were inadvertently omitted upon adoption of Ordinance No. 2899, but removed language as noted.

Sec. 16-54. Register required; contents; ~~filing of information with police chief.~~

(Now 13-65) Each pawnbroker shall keep at his/her place of business a register in which he/she shall keep a record showing a description of all property taken, purchased or received by him/her, including the number of any watch, bicycle or other article, the name or initials or any identification mark upon him/her, the name and residence and street and number of the person from whom such property is received or taken, the amount loaned on such property or paid to the person leaving or depositing the property, the interest charged or accruing to be paid by the person leaving or depositing such property and the time when the loan falls due or when the contract made with the person depositing such property expires or matures. ~~All entries made in such register shall be made in ink, and a copy of the entries made each day shall be filed with the chief of police before noon of the following day.~~

Sec. 16-55. Inspection of register and property. (Now 13-66) The pawnbroker's register required by this division shall at all times be open to inspection by the

chief of police or any police officer of the city, the city attorney or his/her assistant, or anyone authorized in writing by the chief of police of the city for that purpose, which written authority shall be exhibited to the pawnbroker. The pawnbroker shall also, upon request, show to any of the persons named in this section any articles purchased, taken or received by him/her or deposited with him/her and in his/her possession.

Sec. 16-56. Record of property purchased; retention period. (Now 13-67) Each pawnbroker shall enter on the register required by this division the same data with reference to every article purchased or bought by him/her as is required for property subject to redemption, and shall keep the property in his/her place of business for a period of five days after its purchase. Such property shall be reported and shall be subject to inspection the same as property pledged or deposited with him/her subject to redemption.

Sec. 16-57. Ticket for property received. (Now 13-68) To each person selling, negotiating, depositing or leaving any property with a pawnbroker, the pawnbroker shall give a ticket upon which shall be printed or written a copy of all entries required by this division to be made in the pawnbroker's register with reference to the transaction with such person, for which ticket no charge shall be made by the pawnbroker.

Sec. 16-58. Receiving property from minors. (Now 13-69) No pawnbroker shall purchase any personal property or receive property on deposit from any minor without the written consent of the parent or guardian of such minor.

Sec. 16-265. Effective date of the requirements. Deleted as obsolete.

Sec. 16-267. Separability of provisions. Deleted as superfluous.

CHAPTER 17. MOBILE HOMES, ETC.

Sec. 17-6. Occupancy Permit. MuniCode recommended deletion as preempted by Iowa Code and Craig Witry confirmed that he has never inspected for placement of mobile homes, the state does. Deleted.

Sec. 17-14. through Section 17-16. All deleted to conform to current practice. The state regulates in the areas deleted, not the City.

Sec. 17-18. – Conversion Use of mobile home ~~as two-family unit~~; use for home occupation; certificate of occupancy required for rental. (Now 14-14)

No mobile home shall be converted ~~to a two-family unit~~ regardless of the lot area, nor shall any mobile home be utilized for a home occupation unless it meets the requirements for a home occupation as defined by the zoning ordinance. If rented, the mobile home shall have a certificate of occupancy from the minimum housing code inspector.

Comment: Necessitated by HF 134.

Sec. 17-43. – Lot area. (Now 14-39) See above. HF 134.

Each mobile home Lot area ~~per family~~ in a mobile home park shall not be less than 3,500 square feet ~~per family~~.

Sec. 17-72. – Lot area. (Now 14-81) See above. HF 134.

Each mobile home lot area ~~per family~~ in a mobile home subdivision shall not be less than 5,000 square feet ~~per family~~.

CHAPTER 18. NUISANCES

Sec. 18-74. Prohibited noises generally. (Now 15-83) Inserted a reasonable person standard throughout due to constitutionality concerns. See **Exhibit B**.

CHAPTER 19. OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 19-6. Trespass. (Now 16-5). MuniCode recommended conformance with Iowa Code § 716.7 & § 716.8. We agreed that there are additional provisions that must be added. But the Code of Ordinances may not list as a penalty anything in excess of a simple misdemeanor. So the following changes to Iowa Code § 716.7 were made to allow integration into the Code of Ordinances:

1. For purposes of this section:

a. "Property" shall include any land, dwelling, building, conveyance, vehicle, or other temporary or permanent structure whether publicly or privately owned.

b. "Public utility" is a public utility as defined in section 476.1 or an electric transmission line as provided in chapter 478.

c. "Public utility property" means any land, dwelling, building, conveyance, vehicle, or other temporary or permanent structure owned, leased, or operated by a public utility and that is completely enclosed by a physical barrier of any kind.

d. "Railway corporation" means a corporation, company, or person owning, leasing, or operating any railroad in whole or in part within this state.

e. "Railway property" means all tangible real and personal property owned, leased, or operated by a railway corporation with the exception of any administrative building or offices of the railway corporation.

f. "Reasonable expectation of privacy" means circumstances in which a reasonable person would believe that the person could disrobe or partially disrobe in privacy, without being concerned that the person disrobing or partially disrobing was being viewed, photographed, or filmed when doing so.

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2. a. ~~The term~~ "Trespass" shall mean one or more of the following acts:

(1) Entering upon or in property without the express permission of the owner, lessee, or person in lawful possession with the intent to commit a public offense, to use, remove therefrom, alter, damage, harass, or place thereon or therein anything animate or inanimate, or to hunt, fish or trap on or in the property, including the act of taking or attempting to take a deer, other than a farm deer as defined in section 170.1 or preserve whitetail as defined in section 484C.1, which is on or in the property by a person who is outside the property. This subparagraph does not prohibit the unarmed pursuit of game or fur-bearing animals by a person who lawfully injured or killed the game or fur-bearing animal which comes to rest on or escapes to the property of another.

(2) Entering or remaining upon or in property without justification after being notified or requested to abstain from entering or to remove or vacate therefrom

by the owner, lessee, or person in lawful possession, or the agent or employee of the owner, lessee, or person in lawful possession, or by any peace officer, magistrate, or public employee whose duty it is to supervise the use or maintenance of the property. A person has received notice to abstain from entering or remaining upon or in property within the meaning of this subparagraph (2) if any of the following is applicable:

(a) The person has been notified to abstain from entering or remaining upon or in property personally, either orally or in writing, including by a valid court order under chapter 236.

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(b) A printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to the property or the forbidden part of the property.

(3) Entering upon or in property for the purpose or with the effect of unduly interfering with the lawful use of the property by others.

(4) Being upon or in property and wrongfully using, removing therefrom, altering, damaging, harassing, or placing thereon or therein anything animate or inanimate, without the implied or actual permission of the owner, lessee, or person in lawful possession.

(5) Entering or remaining upon or in railway property without lawful authority or without the consent of the railway corporation which owns, leases, or operates the railway property. This subparagraph does not apply to passage over a railroad right-of-way, other than a track, railroad roadbed, viaduct, bridge, trestle, or railroad yard, by an unarmed person if the person has not been notified or requested to abstain from entering onto the right-of-way or to vacate the right-of-way and the passage over the right-of-way does not interfere with the

operation of the railroad.

~~(6) Entering or remaining upon or in public utility property without lawful authority or without the consent of the public utility that owns, leases, or operates the public utility property. This subparagraph does not apply to passage over public utility right of way by a person if the person has not been notified or requested by posted signage or other means to abstain from entering onto the right of way or to vacate the right of way.~~

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~~(7) Intentionally viewing, photographing, or filming another person through the window or any other aperture of a dwelling, without legitimate purpose, while present on the real property upon which the dwelling is located, or while placing on or retrieving from such property equipment to view, photograph, or film another person, if the person being viewed, photographed, or filmed has a reasonable expectation of privacy, and if the person being viewed, photographed, or filmed does not consent or cannot consent to being viewed, photographed, or filmed.~~

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b. "Trespass" shall not mean either of the following:

(1) Entering upon the property of another for the sole purpose of retrieving personal property which has accidentally or inadvertently been thrown, fallen, strayed, or blown onto the property of another, provided that the person retrieving the property takes the most direct and accessible route to and from the property to be retrieved, quits the property as quickly as is possible, and does not unduly interfere with the lawful use of the property. This subparagraph does not apply to public utility property where the person has been notified or requested by posted signage or other means to abstain from entering.

(2) Entering upon the right-of-way of a public road or highway.

3. This section shall not apply to the following persons:

a. Representatives of the state department of transportation, the federal railroad administration, or the national transportation safety board who enter or remain upon or in railway property while engaged in the performance of official duties.

b. Employees of a railway corporation who enter or remain upon or in railway property while acting in the course of employment.

c. Any person who is engaged in the operation of a lawful business on railway station grounds or in the railway depot.

d. Representatives of the Iowa utilities board, the federal energy regulatory commission, or the federal communications commission who enter or remain upon or in public utility property while engaged in the performance of official duties.

e. Employees of a public utility who enter or remain upon or in public utility property while acting in the course of employment.

Sec. 19-12. Disorderly conduct. (Now 16-11) Deleted Subsection (a)(6) which read:

~~Knowingly and publicly uses the flag of the United States in such a manner as to show disrespect for the flag as a symbol of the United States, with the intent or~~

~~reasonable expectation that such use will provoke or encourage another to commit a public offense.~~

Comment: Unconstitutional.

Sec. 19-12A. Disorderly conduct—funeral or memorial service. (Now 16-12)

Changed distance from 500 feet to 1000 feet to conform to state statute.

Sec. 19-13. Curfew for minors. (Now 16-13).

(a) ~~In this section the term "underage person" means a person under age of 15 years.~~ It shall be unlawful for any underage person ~~under the age of 15 years~~ to be in or upon the streets or public places in the city between the hours of 11:00 p.m. and 6:00 a.m. on Friday and Saturday nights, and between the hours of 10:00 p.m. and 6:00a.m. every other night, ~~unless accompanied by his parents or guardian, or by someone of lawful age appointed by such parent or guardian, having such minor in charge.~~

(b) Subsection (a) of this section shall not apply:

(1) When the underage person is accompanied by his parent or other adult having lawful care and custody of the underage person;

(2) When the underage person is upon an emergency errand directed by his parent or adult having lawful care and custody of such underage person;

(3) When the underage person is attending and going to and returning from a bona fide work-study program, school, an official school, religious, or other recreational activity supervised by adults or sponsored by the city, school, or another public body, a civic organization, or other similar entity that takes responsibility for the underage person without any unnecessary detour or stop and within one hour of the termination of the activity sponsored by the city, school, other public body or civic organization or similar entity;

(4) When the underage person is going to or returning directly home from lawful employment that makes it necessary to be in such place during the proscribed period of time without any unnecessary detour or stop and within one hour of the termination of the employment activity;

(5) When the underage person is attending or traveling directly to or from an activity involving the exercise of First Amendment rights of free speech, freedom of assembly or free exercise of religion;

(6) When the underage person is in a motor vehicle with parental consent for normal travel (interstate and intrastate travel through the city is excepted in all cases from the curfew);

(7) When the underage person is on the sidewalk or right-of-way adjoining the property where the underage person resides, or on the property where he resides.

(c) Any underage person violating any of the provisions of this section shall be subject to arrest. Upon such arrest, the underage person shall be taken and delivered to the hands of the parents or guardian or turned over to the proper authorities.

Comment. Ordinance was unconstitutionally vague.

Sec. 19-20. Urinating in public. (Now 16-20) It shall be unlawful for any person to intentionally urinate on public in the city. This section does not apply to public restrooms.

Comment: Overbroad and unconstitutional as previously written.

Sec. 19-21. Prohibiting wading, water skiing or swimming in city-owned lakes and detention basins. (Now 16-21). Added an emergency exception—This section does not apply in emergencies.

Sec. 19-22. Interference with official acts. (Now 16-22)

~~(a) A person who knowingly resists or obstructs anyone known by the person to be a peace officer, emergency medical care provider under Iowa Code ch. 147A, or firefighter, whether paid or volunteer, in the performance of any act which is within the scope of the lawful duty or authority of that officer, emergency medical care provider under Iowa Code ch. 147A, or firefighter, whether paid or volunteer, or who knowingly resists or obstructs the service or execution by any authorized person of any civil or criminal process or order of any court,~~

~~commits a simple misdemeanor.~~ A person commits interference with official acts when the person knowingly resists or obstructs anyone known by the person to be a peace officer, jailer, emergency medical care provider under Iowa Code ch. 147A, or firefighter, whether paid or volunteer, or a person performing bailiff duties pursuant to Iowa Code § 602.1303(4), in the performance of any act which is within the scope of the lawful duty or authority of that officer, jailer, emergency medical care provider under Iowa Code ch. 147A, or firefighter, whether paid or volunteer, or a person performing bailiff duties pursuant to Iowa Code § 602.1303(4), or who knowingly resists or obstructs the service or execution by any authorized person of any civil or criminal process or order of any court. Interference with official acts is a simple misdemeanor. In addition to any other penalties, the punishment imposed for a violation of this subsection shall include assessment of a fine of not less than \$250.00.

(b) The terms "resist" and "obstruct," as used in this section, do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically.

Comment: Rewritten to conform to Iowa Code.

Sec. 19-29. Theft defined. (Now 16-29) Section was rewritten to conform to Iowa Code § 714.1. See **Exhibit C**.

Sec. 19-116 to 19-119. Drug Paraphernalia Article. (Now 16-166) Completely rewritten to conform to Iowa Code. See **Exhibit D**.

CHAPTER 20. PARKS AND RECREATION

Sec. 20-158. Membership of board; appointment of members. (Now 17-135)

(a) The city art and culture board shall be composed of seven members, who shall be ~~citizens~~ residents of the city.

Comment: Citizenship of a city is not a correct term to use. Instead the reference should be to a resident of the city.

Sec. 20-214(4). **Miscellaneous prohibited acts. (Now 17-199(4))** MuniCode recommended deletion of subsection 4 as being preempted by Iowa Code § 724.8. The language of this section is problematic considering the 2017 amendments to Chapter 724, but the subsection was retained as follows. Deleted the word “carry.” So the subsection now provides: (4) Use of any firearms.

Subsection 20-214(9). **(Now 17-199(9))** This subsection is too broad and is unenforceable. It was changed to be stated in the negative, ie, Interfere with anyone using a park in a lawful manner.

Subsection 20-214(10). **(Now 17-199(10))** Added an emergency landing exception.

Sec. 20-219(b). **Seasonal leases. (Now 17-204(b))** Changed title to “Commercial enterprises.”

Sec. 20-224. **Authorized off-leash dog exercise facility. (Now 17-209)**

* * *

__ (f) *Penalty for violation.* Any violation of any of the provisions of this section, including any rules or regulations established under subsection (d) of this section and posted as required herein, shall constitute a municipal infraction, and shall be punishable as provided in section 1-9(a) of the Code.

Sec. 20-257.1. **Street tree planting regulations. (Now 17-241)** This is not a MuniCode recommendation. This typo was noticed when drafting the trees and shrubs ordinance. The word tree was inserted after the word “street.”

Sec. 20-275 through Sec. 20-277. Eliminated all because they address watercraft regulations which are within the jurisdiction of the Iowa Department of Natural Resources, except retained **Sec. 20-277 (12) & (13)** (speed and hours of boat operation on City lakes).

CHAPTER 23. STREETS AND SIDEWALKS

Sec. 23-1. Obedience to persons entrusted with care of streets. (Now 19-1) It shall be unlawful for any person within the city to disobey or disregard the lawful commands or directions of ~~any police officer, the director of public works, the city engineer, the operations and maintenance manager or any~~ persons in charge of work or repair or connected with such work or repair on any street with respect to the care of the street, the removal of obstructions and the general convenience of traffic and travel.

Comment: clarification

Sec. 23-2. Repairs to streets by railway companies. Deleted due to ordinance's reliance on a repealed state statute.

Sec. 23-3. Street meetings; parades. (Now 19-2) MuniCode recommended adopting its model ordinance on parades to avoid constitutional problems. We agreed and adopted MuniCode's model ordinance.

Sec. 23-6. Fires on paved streets. Deleted as superseded by new **Sec. 11-59**.

Sec. 23-39. Injuring parkings, ornamentations or fixtures. (Now 19-48)

Revised by removing phrase “~~either by walking upon or riding or driving upon or across or against the parkings in any manner,~~” This phrase is unnecessary; it doesn’t matter how the damage occurs.

Sec. 23-99. Penalty. (Now 19-144).

Any person, firm or corporation violating any of the provisions of this article shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-~~8~~ 9.

Comment: Incorrect reference to the misdemeanor section.

Sec. 23-171. Penalty. (Now 19-226)

Any person, firm or corporation violating any of the provisions of this article shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-~~8~~ 9.

Comment: Incorrect reference to the misdemeanor section.

CHAPTER 24. SUBDIVISIONS

Sec. 24-74. – Establishment of private streets, vehicular accessways. (Now 20-145) Not a MuniCode suggestion. Necessitated by HF 134.

With the exception of private residential driveways...industrial or multi-~~unit~~family development projects on a case-by case

CHAPTER 25. TAXATION

Sec. 25-1. Transient lodgings occupancy tax. (Now 21-1)

Added "manufactured or" to conform to state statute.

CHAPTER 26. TRAFFIC AND MOTOR VEHICLES

Sec. 26-3. – Definitions (Now 22-2) Changes were made as follows to conform to state law.

Electric personal assistive mobility device. Added: The term "electric personal assistive mobility device" does not include an assistive device as defined in Iowa Code § 216E.1.

Road construction zone. Conformed to State statute, but added "or street" when only highway is stated in the definition.

Motor vehicle means every vehicle which is self-propelled, ~~but not including vehicles known as trackless trolleys which are propelled by electric power obtained from overhead trolley wires but and~~ not operated on rails.

Road construction zone means the portion of a street or highway which is identified by posted or moving signs ~~as being under construction~~ as the site of construction, maintenance, survey, or utility work....

Traffic operations and public buildings division eliminated due to obsolescence.

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

Vehicle

(2)

(c) Any steering axle, dolly, auxiliary axle, or other integral part of another vehicle, ~~except an auxiliary axle, as defined in Iowa Code § 321.1(69)~~, which in and of itself is incapable of commercially transporting any person or property but is used primarily to support another vehicle.

Sec. 26-61. Established; superintendent. Deleted as covered by another code section.

Sec. 26-100B. Same—To obtain cigarettes or tobacco products. (Now 22-116) Minor change to correct reference to state code.

Sec. 26-107. Privileges of drivers of authorized emergency vehicles. (Now 22-113) Added a provision for officers riding a police bicycle.

Sec. 26-108. Duties of drivers on approach of authorized emergency vehicles. (Now 22-124) Changes made to conform to state code.

(a) For the purposes of this section the term “red light” or “blue light” means a light or lighting device that, when illuminated, will exhibit a solid flashing or strobing red or blue light.

(b) Upon the immediate approach of an authorized emergency vehicle with any lamp or device displaying a red light or red and blue lights, or an emergency vehicle of ~~the a fire operations division department~~ displaying a blue light, or when the driver is giving audible signal by siren, exhaust whistle, or bell, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the street or highway clear of any intersection and shall stop and remain

in such position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. ~~For the purposes of this section, the term “red light” or “blue light” means a light or lighting device that, when illuminated, will exhibit a solid flashing or strobing red or blue light.~~

Sec. 26-120. Vehicles transporting liquefied gas. Deleted as obsolete.

Sec. 26-123. Driving on right hand side of street. (Now 22-138) Significant changes to conform to state law. See **Exhibit E**.

Sec. 26-134. Open containers in motor vehicles—Drivers. (Now 22-150) Minor change to correct reference to state law.

Sec. 26-135. Same—Passengers. (Now 22-151) Added “motorsports recreational vehicle” and minor correction of state law reference.

Sec. 26-139. Electric person assistive mobility devices. (Now 22-155) Conformed to State statute, but retained reference to 26-373.

Sec. 26-147. Overtaking or passing on the right. (Now 22-188). Subsection (b) rewritten to conform to state law as follows:

Unless otherwise prohibited by law, the driver of a vehicle on a roadway with unobstructed pavement of sufficient width for two or more lines of traffic moving in the same direction as the vehicle being passed may overtake and pass upon the right of another vehicle which is making or about to make a left turn when such movement can be made in safety.

(c) The driver of a vehicle shall not drive off the pavement or upon the shoulder of the roadway or upon the apron or roadway of an intersecting roadway in overtaking or passing on the right or the left.

Sec. 26-149. Limitations on passing on left on pavement of four or more lanes. (Now 22-190) Rewritten to conform to state law as follows:

Unless otherwise prohibited by law, the driver of a vehicle may overtake and, allowing sufficient clearance, pass another vehicle proceeding in the same direction either upon the left or upon the right on a roadway with unobstructed pavement of sufficient width for four or more lines of traffic when such movement can be made in safety.

Sec. 26-162. Movement to right on meeting on roadway. (Now 22-222)

Changed to clarify as follows:

Except as provided by Iowa Code § 321.97, vehicles or persons on horseback meeting each other on ~~the streets in the city~~ on any roadway shall give one-half of the traveled way thereof by turning to the right.

Sec. 26-164. Driving through procession. (Now 22-225) Kept this section, but removed “~~a funeral procession or~~” and added additional separate section for funeral processions, referencing Iowa Code § 321.324A, as follows:

For purposes of this section, “funeral procession” means a procession of motor vehicles accompanying the body of a deceased person during daylight hours which is being escorted by a vehicle continually displaying its emergency signal lamps flashing simultaneously and using lighted headlamps and identifying flags, or an escort vehicle displaying a flashing or revolving red and amber light visible to pedestrians in all directions, and keeping all other motor vehicles with lighted headlamps in close formation.

Upon the immediate approach of a funeral procession, the driver of every other vehicle, except an authorized emergency vehicle, shall yield the right-of-way. An operator of a motor vehicle which is part of a funeral procession shall not be charged with violating traffic rules and regulations relating to traffic signals and devices while participating in the procession unless the operation is reckless.

The funeral establishment in charge of the funeral procession is liable only in connection with the procession for any negligent, reckless, or intentional act by the funeral establishment or any employee or agent of the funeral establishment that results in any death, personal injury or property damage suffered during a funeral procession.

Sec. 26-169. Lettering of stop signs; location of stop signs. (Now 22-230)

Amended the section to read as follows for the sake of clarity:

Every stop sign shall bear the word “stop” and the lettering shall conform to the standards of the Iowa Department of Transportation.

Sec. 26-171. Stopping at stop signs. (Now 22-232) Rewritten to conform to state code as follows:

The driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop at the first opportunity at either the clearly marked stop line or before entering the crosswalk or before entering the intersection or at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Before proceeding, the driver shall yield the right-of-way to any vehicle on the intersecting roadway which has entered the intersection or which is approaching so closely as to constitute an immediate hazard during the time the driver is moving across or within the intersection.

Sec. 26-172. Entering through street. (Now 22-233) Rewritten to conform to state law as follows:

The driver of a vehicle shall stop or yield as required by this division at the entrance to a through street or highway and shall yield the right-of-way to other vehicles which have entered the intersection from said through street or highway or which are approaching so closely on said through street or highway as to constitute a hazard, but said driver having so yielded may proceed cautiously and with due care enter said through street or highway.

Sec. 26-175. Stop when approaching school zone stop signs. MuniCode suggested deleting if obsolete; agree that it is obsolete so it was deleted.

Sec. 26-227. Methods of turning at intersections. (Now 22-325) Added the following subsection (b) in order to clarify:

When the city has caused markers, buttons or signs to be placed within or adjacent to interesections and thereby required and directed that a different course from that specified in this section be traveled by vehicles turning at an intersection, and when markers, buttons or signs are so placed, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such markers, buttons or signs.

Sec. 26-254. Impoundment or immobilization of vehicles. (Now 22-359)

* * *

(f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9. ~~subject to a civil penalty as follows:~~

~~—— (1) First offense: \$100.00~~

~~(2) Second offense: \$200.00~~

~~(3) Third and each subsequent offense: \$300.00.~~

~~_____ Other than the amount of the civil penalty for violations of this section, all other provisions of section 1-9 of this Code shall apply to such municipal infractions.~~

Comment: making municipal infraction penalties consistent.

Sec. 26-255. Driver's responsibility when leaving motor vehicle unattended.

(Now 22-360). Changed to conform to state Code as follows:

~~No~~ A person driving or in charge of a motor vehicle shall not permit ~~it~~ the vehicle to stand unattended ~~without first stopping the engine, or when standing~~ upon any perceptible grade without effectively setting the brake ~~thereon~~ and turning the front wheels to the curb or side of the street or highway.

Sec. 26-292. Enforcement of division. Deleted as covered by another code section

Sec. 26-372. Brakes. (Now 22-516) Conformed to state code, but replaced "highway" with roadway.

Sec. 26-373. Required lamps; lighting of lamps. (Now 22-517) Conformed to state code by adding reference to "motorized bicycle" and added a conforming section related to maintenance of lights.

Sec. 26-516. Applicability of traffic regulations to persons riding bicycles. (Now 22-681). ~~Every person using or operating a bicycle upon the streets or sidewalks~~

~~of the city shall be subject to the traffic laws of the city, except those provisions which by their nature can have no application. A person, including a peace officer, riding a bicycle on the highway is subject to the provisions of this division and has all the rights and duties under this division applicable to the driver of a vehicle, except those provisions of this division which by their nature can have no application or those provisions for which specific exceptions have been set forth regarding police bicycles.~~

Comment: Conformed to state code, but added a clause for police to allow them to ride on sidewalks.

Sec. 26-520. Driver to use seat; carrying passengers. (Now 22-685).

~~A person operating a bicycle shall ride only upon the permanent and regular attached seat thereto, and such operator shall not carry any other person nor shall any other person ride on a bicycle unless such bicycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons, or upon another seat firmly attached to the bicycle at the rear of the operator.~~

~~—This section shall not prohibit the operator of a bicycle from carrying a small child in a backpack.~~

~~(a) A person propelling a bicycle on the highway shall not ride other than upon or astride a permanent and regular seat attached to the bicycle.~~

~~(b) A person shall not use a bicycle on the highway to carry more persons at one time than the number of persons for which the bicycle is designed and equipped.~~

Comment: Conformed to state Code.

Sec. 26-538. Sirens and whistles. (Now 22-713). Conformed to state Code as follows:

No bicycle within the city shall be equipped with nor shall any person use upon such bicycle any siren or whistle. This section shall not apply to bicycles ridden by peace officers in the line of duty.

Sec. 26-567. Unlawful possession. (Now 22-746). Conformed to state Code as follows:

It shall be unlawful for any person to have in his possession any official traffic control device, except by ~~reason of his employment~~ legal right or authority.

Sec. 26-568. Traffic control signal legend. (Now 22-747) Substantial changes made to conform to state Code. See **Exhibit F.**

Note that all references to the “Traffic Code” were eliminated because there is no separate “Traffic Code.”

CHAPTER 27. UTILITIES

Sec. 27-111. – Definitions. (Now 24-1919) This is necessitated by HF 134.

Dwelling unit: Any building, room, or group of adjoining rooms providing complete independent living facilities for one or more persons, including permanent provisionis for living, sleeping, eating, cooking and sanitation.~~One or more habitable rooms which are occupied or which are intended or designed to be occupied by one family with facilities for living, sleeping, cooking and eating.~~

Detached single-family unit: A dwelling unit which is not attached to any other unit ~~and is intended for the occupancy of one family.~~

Residential: ~~the term “residential” for this chapter shall apply to A~~any building which is or contains an~~is used as a single family~~ attached or detached dwelling unit ~~or apartment building~~.

Sec. 27-217. Cost of abatement of the violation. (Now 24-278) Amended to tie payment to the cost of abatement.

Sec. 27-221. Municipal infraction. (Now 24-282)

(a) Any violation of any provision of this article is hereby declared to be a municipal infraction, punishable as provided in the following schedule of civil penalties:

- (1) *First offense:* ~~\$250.00~~ \$500.00
- (2) *Second offense:* ~~\$500.00~~ \$750.00
- (3) *Third and subsequent offenses:* \$1,000.00

(the rest is unchanged)

Comment: Changed to bring consistency to penalties for municipal violations.

Sec. 27-307. Enforcement. (Now 24-310)

* * *

(b) Violation of any provision of this article constitutes a municipal infraction under this code, punishable as provided in the following schedule of civil penalties:

- (1) *First offense:* ~~\$250.00~~ \$500.00
- (2) *Second offense:* ~~\$500.00~~ \$750.00

(3) *Third and subsequent offenses*: \$1,000.00.

(the rest is unchanged)

Comment: Same.

Sec. 27-310. Cost of abatement of the violation. (Now 24-313) Same as 27-217.

In addition, the city should seek reimbursement of filing fees so the following language was added: including applicable filing fees

Sec. 27-403. Applicability. (Now 24-336) Not a MuniCode suggestion. HF 134.

(a)

(2) Additions or modifications to existing single unitfamily structures.

Sec. 27-410. Enforcement and penalties. (Now 24-343)

* * *

(b) Violation of the provisions of this article constitutes a municipal infraction under this code, punishable as provided in the following schedule of civil penalties:

(1) First offense: ~~\$250.00~~ \$500.00;

(2) Second offense: ~~\$500.00~~ \$750.00;

(3) Third and subsequent offenses: \$1,000.00

(the rest is unchanged)

Comment: changed to make penalties consistent.

Sec. 27-413. Cost of abatement of the violation. (Now 24-346) Same as above.

CHAPTER 29. ZONING

Sec. 29-36. Development requiring approval by state department of natural resources. (Now 26-32) Replaced with:

For those uses requiring state department of natural resources approval, such approval shall be obtained in writing and provided to the board of adjustment prior to issuance of a special exception permit.

Comment: Simplified for clarity sake.

EXHIBIT A

Sec. 6-2. Animal neglect.

~~A person who impounds or confines, in any place, a domestic animal or fowl, or an animal or fowl subject to Iowa Code § 109.60, or dog or cat, and fails to supply the animal during confinement with a sufficient quantity of food and water, or who fails to provide a dog or cat with adequate shelter, or who tortures, torments, deprives of necessary sustenance, mutilates, overdrives, overloads, drives when overloaded, beats or kills an animal by any means which cause unjustified pain, distress or suffering, whether intentionally or negligently, commits the offense of cruelty to animals.~~

(a) A person who impounds or confines, in any place, an animal is guilty of animal neglect if the person does any of the following:

(1) Fails to supply the animal during confinement with a sufficient quantity of food or water.

(2) Fails to provide a confined dog or cat with adequate shelter.

(3) Tortures, deprives of necessary sustenance, mutilates, beats, or kills an animal by any means which causes unjustified pain, distress, or suffering.

(b) This section does not apply to a research facility, as defined in Iowa Code § 162.2, provided that the research facility performs functions within the scope of accepted practices and disciplines associated with the research facility.

(c) A person who negligently or intentionally commits the offense of animal neglect is guilty of a simple misdemeanor.

(d) It shall be the duty of any police officer to seize and place in a proper animal shelter any animal cruelly treated as prohibited by this section.

EXHIBIT B

Sec. 15-83. Prohibited noises generally.

(a) *Standards for determination of violation.* It shall be unlawful for any person to permit, make, continue or cause any excessive or unusually loud noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of ~~others~~ reasonable people within the limits of the city. The standards which shall be considered in determining whether a violation exists shall include the following:

- (1) The sound pressure level of the noise.
- (2) Whether the origin of the noise is natural or manmade.
- (3) The sound pressure level of the background noise.
- (4) The proximity of the noise to residential sleeping facilities.
- (5) The nature and zoning of the area within which the noise emanates.
- (6) The time of the day or night the noise occurs.
- (7) Whether the noise is recurrent, intermittent or constant.

(b) *Enumeration of prohibited acts.* Each of the following acts, among others, is hereby declared to be in violation of this article and is prohibited. The following enumerated acts shall not be construed as limiting or precluding enforcement of any other provisions of this article:

- (1) *Unnecessary sounding of horns or signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle, bus or other vehicle on any street or public place of the city, except as a danger or alerting signal, and the sounding of any such device for an unnecessary and unreasonable period of time.
- (2) *Loud operation of radios, phonographs, etc.* The using, operating or permitting to be placed, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the ~~neighboring inhabitants~~ reasonable people.
- (3) *Use of loudspeakers or amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any structure or event.

(4) *Keeping noisy animals and fowl.* The keeping, upon any premises owned, occupied or controlled by any person, of any animal or fowl otherwise permitted to be kept which, by any sound or cry, shall cause annoyance or discomfort to a reasonable person of normal sensibilities.

(5) *Operation of defective or improperly loaded vehicle.* The use of any automobile, motorcycle or vehicle so out of repair or so loaded in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(6) *Excessive noise in loading or unloading.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

(7) *Creation of noise near schools, courts, churches or hospitals.* The creation of loud and excessive noise on any street adjacent to any school, institution of learning, church or court while the school, institution, church or court is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.

(8) *Use of drums or other instruments to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or event. This subsection shall not apply to a drum used in an authorized parade in the city.

(9) *Construction or repair of buildings, structures and streets during certain hours.* The erection, including excavation, demolition, alteration or repair of any building, structure or street other than between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the director of ~~developmental services~~ community development or the director of ~~public works~~ municipal operations and programs or their authorized agent, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the director of ~~developmental services~~ community development or the director of ~~public works~~ municipal operations and programs or their authorized agent should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building, or the excavation of streets and highways, within the hours of 10:01 p.m. and 6:59 a.m., and if he shall further determine that loss or inconvenience would result to any interested party, he may grant permission for such work to be done within the hours of 10:01 p.m. and 6:59 a.m., upon application being

made at the time the permit for the work is awarded or during the progress of the work. This subsection will not apply to the performance of necessary emergency work.

(10) *Operation of pile drivers, hammers, etc., during certain hours.* Except as provided in subsection (9) of this section, the operation between the hours of 6:00 p.m. and 6:00 a.m. of any piledriver, steamshovel, pneumatic hammer, derrick, power hoist or other construction equipment. Such equipment shall at all times be equipped with an effective muffling device.

(11) *Repairing vehicle during certain hours.* The repair or rebuilding of any motor vehicle within any residential area of the city between the hours of 9:00 p.m. and 8:00 a.m. in such a manner that a reasonable person of normal sensitivities residing in the area is caused discomfort or annoyance.

(12) *Discharge of unmuffled exhaust.* The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle, or discharge of air or other gases, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(13) *Unlawful use of buildings.* No person owning or in possession of or in control of any building or premises shall use the building or premises, permit the use of the building or premises or rent the building or premises to be used for any business or employment or residential use, or for any purpose of pleasure or recreation, if such use shall by the noise generated therefrom exceed the noise limitations provided in section 15-85.

(14) *Unnecessary use of engine brakes.* The use of a Jacob brake or any other engine brake within the city limits, except as required for safety purposes.

(15) *Use of stationary machinery producing excessive noise.* It shall be unlawful for any person to operate any immobile machinery, equipment, pump, fan or similar mechanical device in any manner so as to create any noise which would cause the noise level at any portion of the property line of any property to exceed the maximum noise levels in the use zones described in section 15-85(a), provided that this subsection shall not apply to temporarily placed equipment, which shall be subject to the levels outlined in section 15-81.

EXHIBIT C

Sec. 16-29. Theft defined.

~~A person commits theft when the person does any of the following:~~

~~(1) Takes possession or control of the property of another, or property in the possession of another, with the intent to deprive the other thereof.~~

~~(2) Misappropriates property which the person has in trust, or property of another which the person has in the person's possession or control, whether such possession or control is lawful or unlawful, by using or disposing of it in a manner which is inconsistent with or a denial of the trust or of the owner's rights in such property, or conceals found property, or appropriates such property to the person's own use, when the owner of such property is known to the person. Failure by a bailee or lessee of personal property to return the property within 72 hours after a time specified in a written agreement of lease or bailment shall be evidence of misappropriation.~~

~~(3) Obtains the labor or services of another, or a transfer of possession, control, or ownership of the property of another, or the beneficial use of property of another, by deception. Where compensation for goods and services is ordinarily paid immediately upon the obtaining of such goods or the rendering of such services, the refusal to pay or leaving the premises without payment or offer to pay or without having obtained from the owner or operator the right to pay subsequent to leaving the premises gives rise to an inference that the goods or services were obtained by deception.~~

~~(4) Exercises control over stolen property, knowing such property to have been stolen, or having reasonable cause to believe that such property has been stolen, unless the person's purpose is to promptly restore it to the owner or to deliver it to an appropriate public officer. The fact that the person is found in possession of property which has been stolen from two or more persons on separate occasions, or that the person is a dealer or other person familiar with the value of such property and has acquired it for a consideration which is far below its reasonable value, shall be evidence from which the court or jury may infer that the person knew or believed that the property had been stolen.~~

~~(5) Takes, destroys, conceals or disposes of property in which someone else has a security interest, with intent to defraud the secured party.~~

~~(6) Makes, utters, draws, delivers, or gives any check, share draft, draft, or written order on any bank, credit union, person, or corporation, and obtains property, the use of property, including rental property, or service in exchange for such~~

~~instrument, if the person knows that such check, share draft, draft, or written order will not be paid when presented. Whenever the drawee of such instrument has refused payment because of insufficient funds, and the maker has not paid the holder of the instrument the amount due thereon within ten days of the maker's receipt of notice from the holder that payment has been refused by the drawee, the court or jury may infer from such facts that the maker knew that the instrument would not be paid on presentation. Notice of refusal of payment shall be by certified mail, or by personal service in the manner prescribed for serving original notices. Whenever the drawee of such instrument has refused payment because the maker has no account with the drawee, the court or jury may infer from such fact that the maker knew that the instrument would not be paid on presentation.~~

~~(7) Obtains gas, electricity or water from a public utility or obtains cable television or telephone service from an unauthorized connection to the supply or service line or by intentionally altering, adjusting, removing or tampering with the metering or service device so as to cause inaccurate readings.~~

~~(8) Knowingly and without authorization accesses or causes to be accessed a computer, computer system, or computer network, or any part thereof, for the purpose of obtaining computer services, information, or property or knowingly and without authorization and with the intent to permanently deprive the owner of possession, takes, transfers, conceals, or retains possession of a computer, computer system, or computer network or any computer software or computer program, or computer data contained in a computer, computer system, or computer network.~~

~~(9) a. Obtains the temporary use of video rental property with the intent to deprive the owner of the use and possession of the video rental property without the consent of the owner.~~

~~b. Lawfully obtains the temporary use of video rental property and fails to return the video rental property by the agreed time with the intent to deprive the owner of the use and possession of the video rental property without the consent of the owner. The aggregate value of the video rental property involved shall be the original retail value of the video rental property.~~

~~(10) Any act that is declared to be theft by any provision of the Iowa Code.~~

A person commits theft when the person does any of the following:

(1) Takes possession or control of the property of another, or property in the possession of another, with the intent to deprive the other thereof.

(2) Misappropriates property which the person has in trust, or property of another which the person has in the person's possession or control, whether such possession or control is lawful or unlawful, by using or disposing of it in a manner which is inconsistent with or a denial of the trust or of the owner's rights in such property, or conceals found property, or appropriates such property to the person's own use, when the owner of such property is known to the person.

a. Failure by a bailee or lessee of personal property to return the property within 72 hours after a time specified in a written agreement of lease or bailment shall be evidence of misappropriation.

b. If a time is not specified in the written agreement of lease or bailment for the expiration or termination of the lease or bailment or for the return of the personal property, failure by a lessee or bailee to return the property within five days after proper notice to the lessee or bailee shall be evidence of misappropriation. For the purposes of this subsection, the term "proper notice" means a written notice of the expiration or termination of the lease or bailment agreement sent to the lessee or bailee by certified or restricted certified mail at the address of the lessee or bailee specified in the agreement. The notice shall be considered effective on the date of the mailing of the notice regardless of whether or not the lessee or bailee signs a receipt for the notice.

(3) Obtains the labor or services of another, or a transfer of possession, control, or ownership of the property of another, or the beneficial use of property of another, by deception. Where compensation for goods and services is ordinarily paid immediately upon the obtaining of such goods or the rendering of such services, the refusal to pay or leaving the premises without payment or offer to pay or without having obtained from the owner or operator the right to pay subsequent to leaving the premises gives rise to an inference that the goods or services were obtained by deception.

(4) Exercises control over stolen property, knowing such property to have been stolen, or having reasonable cause to believe that such property has been stolen, unless the person's purpose is to promptly restore it to the owner or to deliver it to an appropriate public officer. The fact that the person is found in possession of property which has been stolen from two or more persons on separate occasions, or that the person is a dealer or other person familiar with the value of such property and has acquired it for a consideration which is far below its reasonable value, shall be evidence from which the court or jury may infer that the person knew or believed that the property had been stolen.

(5) Takes, destroys, conceals or disposes of property in which someone else has a security interest, with intent to defraud the secured party.

(6) Makes, utters, draws, delivers, or gives any check, share draft, draft, or written order on any bank, credit union, person, or corporation, and obtains property, the use of property, including rental property, or service in exchange for such instrument, if the person knows that such check, share draft, draft, or written order will not be paid when presented.

a. Whenever the drawee of such instrument has refused payment because of insufficient funds, and the maker has not paid the holder of the instrument the amount due thereon within ten days of the maker's receipt of notice from the holder that payment has been refused by the drawee, the court or jury may infer from such facts that the maker knew that the instrument would not be paid on presentation. Notice of refusal of payment shall be by certified mail, or by personal service in the manner prescribed for serving original notices.

b. Whenever the drawee of such instrument has refused payment because the maker has no account with the drawee, the court or jury may infer from such fact that the maker knew that the instrument would not be paid on presentation.

(7) Obtains gas, electricity or water from a public utility or obtains cable television or telephone service from an unauthorized connection to the supply or service line or by intentionally altering, adjusting, removing or tampering with the metering or service device so as to cause inaccurate readings.

(8) Knowingly and without authorization accesses or causes to be accessed a computer, computer system, or computer network, or any part thereof, for the purpose of obtaining computer services, information, or property or knowingly and without authorization and with the intent to permanently deprive the owner of possession, takes, transfers, conceals, or retains possession of a computer, computer system, or computer network or any computer software or computer program, or computer data contained in a computer, computer system, or computer network.

a. Obtains the temporary use of video rental property or equipment rental property with the intent to deprive the owner of the use and possession of the video rental property or equipment rental property without the consent of the owner.

b. Lawfully obtains the temporary use of video rental property or equipment rental property and fails to return the video rental property or equipment rental property by the agreed time with the intent to deprive the owner of the use and possession of the video rental property or equipment rental property without the

consent of the owner. The aggregate value of the video rental property or equipment rental property involved shall be the original retail value of the video rental property or equipment rental property.

(9) Any act that is declared to be theft by any provision of state law.

EXHIBIT D

Sec. 16-166. Prohibited.

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

Drug paraphernalia means all equipment, products, or materials of any kind used or attempted to be used in combination with a controlled substance, except those items used in combination with the lawful use of a controlled substance, to knowingly or intentionally and primarily do any of the following:

(1) Manufacture a controlled substance.

(2) Inject, ingest, inhale, or otherwise introduce into the human body a controlled substance.

(3) Test the strength, effectiveness, or purity of a controlled substance.

(4) Enhance the effect of a controlled substance.

The term "drug paraphernalia" does not include hypodermic needles or syringes if manufactured, delivered, sold, or possessed for a lawful purpose.

(b) It is unlawful for any person to knowingly or intentionally manufacture, deliver, sell, or possess drug paraphernalia.

(c) A person who violates this section commits a simple misdemeanor.

EXHIBIT E

Sec. 22-138. Driving on right-hand side of street.

~~The operator of a motor vehicle in the city shall at all times travel on the righthand side of the center of the street unless otherwise provided by law.~~

(a) A vehicle shall be driven upon the right half of the roadway upon all roadways of sufficient width, except as follows:

(1) When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movement.

(2) When an obstruction exists making it necessary to drive to the left of the center of the roadway, provided, any person so doing shall yield the right-of-way to all vehicles traveling in the proper direction upon the unobstructed portion of the roadway within such distance as to constitute an immediate hazard.

(3) Upon a roadway divided into three marked lanes for traffic under the rules applicable thereon.

(4) Upon a roadway restricted to one-way traffic.

(b) Any vehicle proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing shall be driven in the right-hand lane then available for traffic upon all roadways, or as close as practicable to the right-hand curb or edge of the roadway, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn at an intersection, an alley, private road or driveway.

(c) A vehicle shall not be driven upon any roadway having four or more lanes for moving traffic and providing for two-way movement of traffic, to the left of the centerline of the roadway, except when authorized by official traffic-control devices designating certain lanes to the left side of the center of the roadway for use by traffic not otherwise permitted to use such lanes, or except as permitted under subsection (a)(1) of this section. This subsection shall not be construed as prohibiting the crossing of the centerline in making a left turn into or from an alley, private road, or driveway.

EXHIBIT F

Sec. 22-747. Traffic control signal legend.

~~For the purposes of this section, the term "stop at the official traffic control signal" means stopping at the first opportunity at either the clearly marked stop line or before entering the crosswalk or before entering the intersection.~~

~~—Official traffic control signals consisting of colored lights or colored lighted arrows shall regulate vehicle and pedestrian traffic in the following manner:~~

~~—Steady circular red light. A steady circular red light means vehicular traffic shall stop. Vehicular traffic shall remain standing until a signal to proceed is shown, or vehicular traffic, unless prohibited by a sign, may cautiously enter the intersection to make a right turn from the right lane of traffic or a left turn from a one-way street to a one-way street from the left lane of traffic on a one-way street onto the leftmost lane of traffic on a one-way street. Turns made under this subsection shall be made in a manner that does not interfere with other vehicular or pedestrian traffic lawfully using the intersection. Pedestrian traffic facing a steady circular red light shall not enter the roadway unless the pedestrian can safely cross the roadway without interfering with any vehicular traffic.~~

~~—Steady circular yellow or steady yellow arrow light. A steady circular yellow or a steady yellow arrow light means vehicular traffic is warned that the related green movement is being terminated and vehicular traffic shall no longer proceed into the intersection and shall stop. If the stop cannot be made in safety, a vehicle may be driven cautiously through the intersection. Pedestrian traffic is warned that there is insufficient time to cross the intersection, and any pedestrian starting to cross the roadway shall yield the right of way to all vehicles.~~

~~—Steady circular green light. A steady circular green light means vehicular traffic may proceed straight, turn right or turn left through the intersection unless otherwise specifically prohibited. Vehicular traffic shall yield the right of way to other vehicular and pedestrian traffic lawfully within the intersection.~~

~~—Steady green arrow light. A steady green arrow light shown alone or with another official traffic control signal means vehicular traffic may cautiously enter the intersection and proceed in the direction indicated by the arrow. Vehicular traffic shall yield the right of way to other vehicles and pedestrians lawfully within the intersection.~~

~~—Flashing circular red light. A flashing circular red light means vehicular traffic shall stop and after stopping may proceed cautiously through the intersection,~~

~~yielding to all vehicles not required to stop or yield which are within the intersection or approaching so closely as to constitute a hazard, but then may proceed.~~

~~— Flashing yellow light. A flashing yellow light means vehicular traffic shall proceed through the intersection or past such signal with caution.~~

~~— "Don't walk" light. A "don't walk" light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone.~~

~~— "Walk" light. A "walk" light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal may proceed to cross the roadway in the direction of the pedestrian signal and shall be given the right-of-way by drivers of all vehicles.~~

(a) For the purposes of this section, the term "stop at the official traffic-control signal" means stopping at the first opportunity at either the clearly marked stop line or before entering the crosswalk or before entering the intersection.

(b) Official traffic-control signals consisting of colored lights or colored lighted arrows shall regulate vehicle and pedestrian traffic in the following manner:

(1) A "steady circular red" light means vehicular traffic shall stop. Vehicular traffic shall remain standing until a signal to proceed is shown or vehicular traffic, unless prohibited by a sign, may cautiously enter the intersection to make a right turn from the right lane of traffic or another lane designated for right turns, or a left turn from a one-way street to a one-way street from the left lane of traffic or another lane designated for left turns. Turns made under this subsection shall be made in a manner that does not interfere with other vehicular or pedestrian traffic lawfully using the intersection. Pedestrian traffic facing a steady circular red light shall not enter the roadway unless the pedestrian can safely cross the roadway without interfering with any vehicular traffic.

(2) A "steady circular yellow" or "steady yellow arrow" light means vehicular traffic is warned that the related green movement is being terminated and vehicular traffic shall no longer proceed into the intersection and shall stop. If the stop cannot be made in safety, a vehicle may be driven cautiously through the intersection. Pedestrian traffic is warned that there is insufficient time to cross the intersection and any pedestrian starting to cross the roadway shall yield the right-of-way to all vehicles.

(3) A "steady circular green" light means vehicular traffic may proceed straight, turn right or turn left through the intersection unless otherwise specifically

prohibited. Vehicular traffic shall yield the right-of-way to other vehicular and pedestrian traffic lawfully within the intersection.

(4) A “steady green arrow” light shown alone or with another official traffic-control signal means vehicular traffic may cautiously enter the intersection and proceed in the direction indicated by the arrow. Vehicular traffic shall yield the right-of-way to other vehicles and pedestrians lawfully within the intersection.

(5) A “flashing circular red” light means vehicular traffic shall stop and after stopping may proceed cautiously through the intersection yielding to all vehicles not required to stop or yield which are within the intersection or approaching so closely as to constitute a hazard, but then may proceed.

(6) A “flashing yellow” light means vehicular traffic shall proceed through the intersection or past such signal with caution.

(7) A “flashing yellow arrow” light shown alone or with another official traffic-control signal means vehicular traffic may cautiously enter the intersection and proceed only in the direction indicated by the arrow. Vehicular traffic shall yield the right-of-way to other vehicles and pedestrians lawfully within the intersection and any vehicle on the opposing approach which is approaching so closely as to constitute an immediate hazard during the time the driver is moving within the intersection.

(8) A “don't walk” or “steady upraised hand” light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone.

(9) A “flashing upraised hand” or “upraised hand with countdown” light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone.

The “upraised hand with countdown” light is a pedestrian signal that also provides the time remaining for the pedestrian to complete the crossing.

(10) A “walk” or “walking person” light is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal may proceed to cross the roadway in the direction of the pedestrian signal and shall be given the right-of-way by drivers of all vehicles.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: March 13, 2019
SUBJECT: Land Use Map Amendment

REQUEST: Land Use Map Amendment from Greenways and Floodplain to Planned Development and Greenways/Floodplain (Case #LU19-001)

PETITIONER: NewAldaya Lifescapes, Fehr Graham Engineering

LOCATION: 42.35 acre parcel at the southeast corner of W. 12th Street and Union Road

PROPOSAL

Land use map amendment from Greenways/Floodplain to Planned Development and Greenways/Floodplain on 42.3 acres of land at the southeast corner of W. 12th Street and Union Road. The land use map amendment and rezoning will allow development of a NewAldaya Lifescapes campus that includes one and two unit dwellings and multi-unit dwellings for a 55 and over clientele. NewAldaya is planning to purchase this property from the current owner for the proposed development. Zoning considerations normally involve evaluation of three main criteria:

1. *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*
2. *Is the property readily accessible to sanitary sewer service?*
3. *Does the property have adequate roadway access?*

This staff report will focus on the first criteria, an amendment to the Future Land Use Map, which is part of the Comprehensive Plan.

BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land use designation is identified as Greenways/Floodplain. This designation was changed from agricultural/residential in the spring of 2012 as a part of the newly adopted Cedar Falls Comprehensive Plan. At that time, the majority of the property was located in the special flood

hazard area (SFHA) or general floodplain and the greenway designation shown on the future land use map was intended to reflect the extent of the flood hazard area including a greenway buffer. This buffer serves an important function for natural stormwater drainage and mitigates flood risk. There were no changes from the flood map of 1985 to the flood map of 2011. The flood profiles did not match the actual ground elevation. In the spring of 2014, the flood map was amended through the upper reach of the University Branch of Dry Run Creek. The changes in 2014 included better elevation data applied to the flood profile that reduced the area/width of the floodplain. The 2019 preliminary flood maps are refined even more with better horizontal and vertical data to match the flood profile. The flood hazard area on the subject property was significantly reduced, providing a larger area that is now developable. However, the Future Land Use Map was not amended at the time to reflect this reduction of the special flood hazard area.

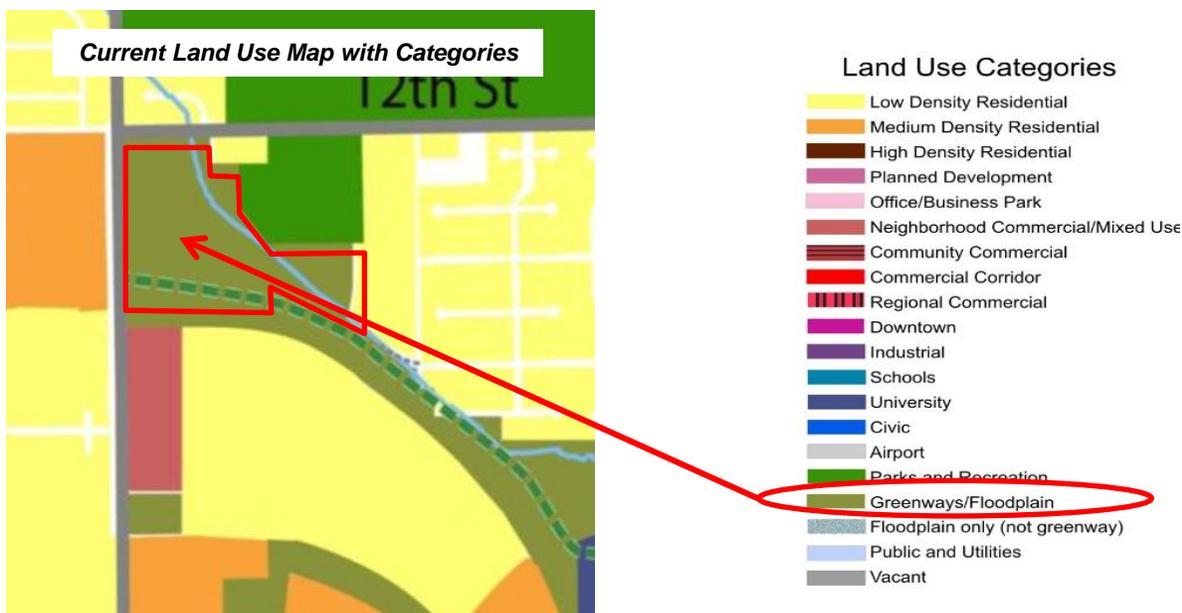
ANALYSIS

As stated in the Comprehensive Plan, land use is the central element of the Plan because it establishes the overall physical configuration of the city, including the mix and location of uses and community systems (utilities).

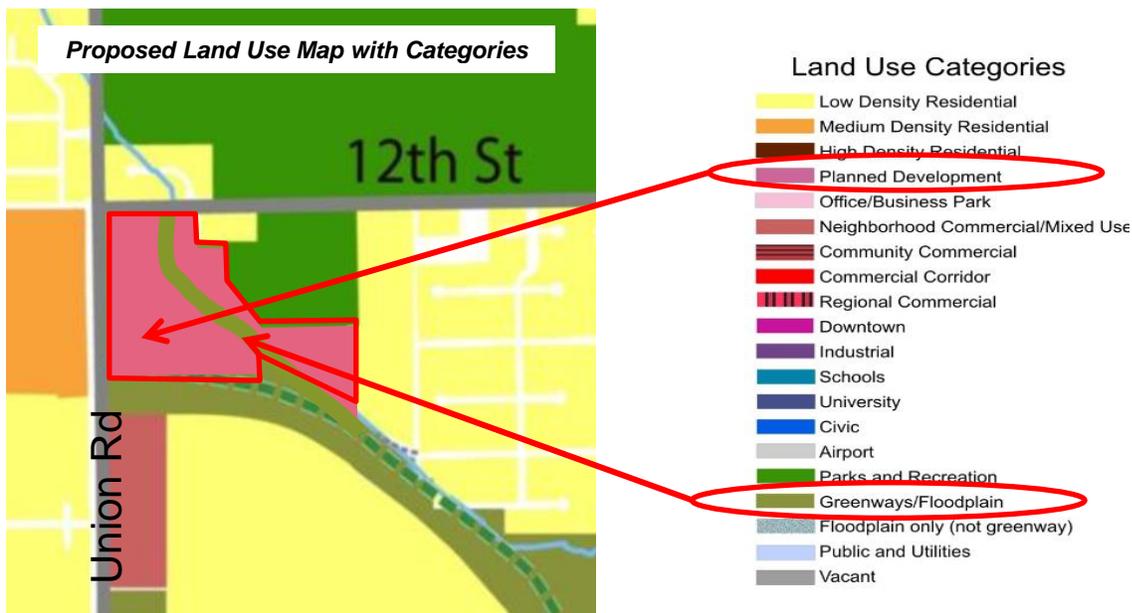
This 42-acre property is surrounded by residential development on the west, north and northeast. There is a single lot development to the south and the Robinson Dresser athletic complex to the east.

The land use analysis is the first step in the rezoning process. Before the property can be rezoned to allow residential development, the Future Land Use Map must be amended from “Greenways/Floodplain” to a combination of “Planned Development” and “Greenways/Floodplain” that will more closely distinguish the actual floodplain area from the developable portion of the property.

The greenways/floodplain category is identified in the Comprehensive Plan for traditional parks, recreational areas and environmentally sensitive areas to be possibly incorporated into the city’s trail system. These areas are also reserved for stormwater management. A drainageway flows through the middle of the site in a northwesterly to southeasterly direction. The floodplain boundary buffers this drainageway but only encompasses a portion of the entire land area, which is approximately 13 acres. There is a considerable portion of the property that is developable.



The land use amendment corresponds to the proposed rezoning from A-1, agriculture to RP, planned residential. The concept development plan for this property includes the preservation of the floodplain, creating open space, trails, sidewalks and stormwater management areas for the neighborhood. One important feature of the stormwater management plan is to account for the stormwater that is received into this site from surrounding developments to the west and north. That stormwater, coupled with the stormwater generated on the site will be studied in order to create a stormwater master plan that identifies storm sewers and detention basins throughout the site to retain and release the stormwater into the existing drainageway. Additional elements to this development include trails and sidewalks within and adjacent to the development. A city park is not planned for this property. There are other nearby parks surrounding this property including the Robinson Dresser Sports Complex, Pheasant Ridge Golf Course and Birdsall Park.



It seems appropriate to amend the future land use map to allow reasonable development of the property while still preserving and protecting the floodplain. The proposed amendment would maintain the location of the current greenway/floodplain and add the designation of “Planned Development” to the rest of the property

A notice was mailed to the adjoining property owners on March 12, 2019 regarding this request.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the land use map amendment from greenway/floodplain to planned development and greenway/floodplain subject to the following conditions:

1. Conformance with all City staff recommendations.
2. Comments from the Planning and Zoning Commission.

PLANNING & ZONING COMMISSION

Introduction Chair Oberle introduced the land use request for the property at the southeast
 2/13/19 corner of W. 12th Street and Union Road. Mr. Sturch provided some
 background information. He summarized the future land use for this site and

provided a brief background of the floodplain and greenways designation. Staff recommends a land use map amendment to planned development while maintaining the existing floodplain through the middle of the site.

There were no comments by the applicant and Chair Oberle asked the audience for comments on the land use amendment. Mr. Jim Campbell of 3207 Waterbury Drive and Mrs. Carmen Manson of 3108 Waterbury Drive told the commission their concerns about storm water run-off from the farmland that is upstream from their homes. They want to make sure that the storm water and flooding is addressed for this and future development surrounding the Lexington Heights subdivision.

There were no other comments and the Commission had some questions. Mr. Holst had some questions on the proposed land use and density of the development and Mr. Hartley asked about the stormwater control and detention requirements. Mr. Sturch summarized the proposed density of the development and land use change. He also stated that the storm water requirements will be reviewed as part of the preliminary plat. There were no other questions and Chair Oberle informed the Commission and public that a public hearing for the land use amendment will be scheduled at the next Planning and Zoning Commission meeting on February 27, 2019.

Vote
2/27/19

The first item of business was a public hearing regarding a land use map amendment for the southeast corner of Union Road and West 12th Street. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the property is 42.3 acres and it is proposed to amend the land use map to include Planned Development. Staff recommends approval to amend the future land use map from Greenways/Floodplain to Greenways/Floodplain and Planned Development. Chair Holst explained that the public hearing process.

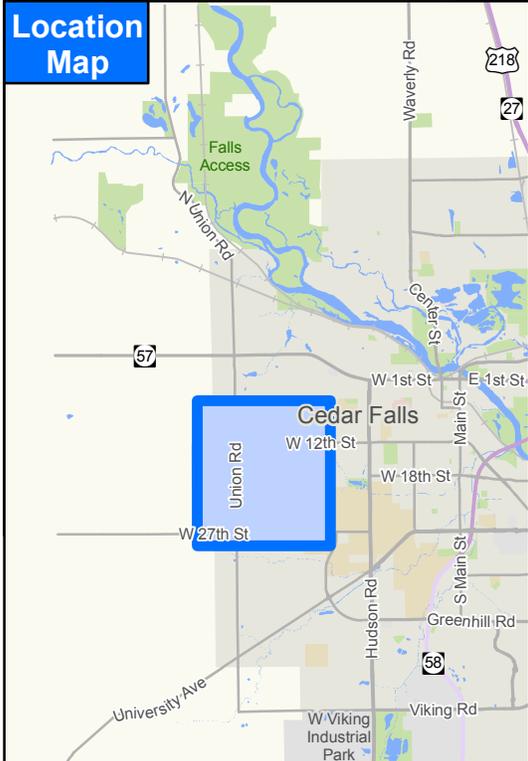
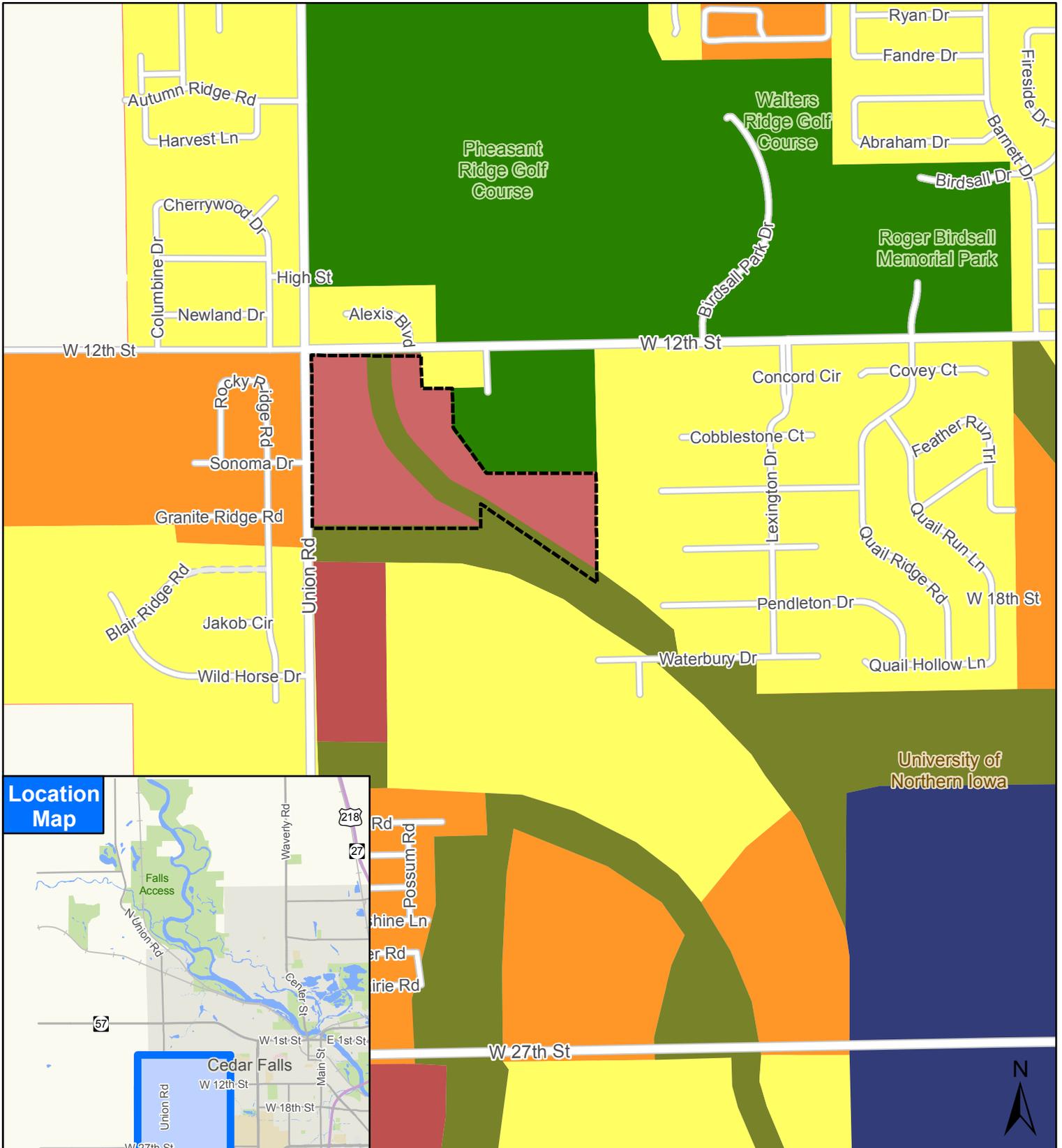
Lisa Nelson, president of the Board of NewAldaya Landscapes, discussed the proposed neighborhood at Terraces at West Glen that will provide an active, healthy environment for its tenants.

Some nearby residents addressed the Commission. Mr. Mark Sigwarth, 1028 Cherrywood Drive, stated his concerns about the future traffic, design of the proposed three story building and storm water management. Mr. Bruce Adkins, 4201 Newland Drive, spoke about the runoff issues in his neighborhood and the proposed multi-unit buildings.

Mr. Sturch provided more background information regarding the preliminary FEMA maps. The Commission members had some questions. Mr. Larson asked about the current flood map. Mr. Hartley asked why the flood area has been reduced. Jon Biederman of Fehr Graham responded to the question on the FEMA maps. Mr. Holst asked about the previous land use map. Mr. Leeper noted his concern with the water issues. There were no other questions, and the Commission made a recommendation to City Council to approve the Land Use Map amendment.

Cedar Falls City Council

March 18, 2019



Future Land Use Map Amendment:
 Greenways and Floodplain to Planned
 Development and Greenways and Floodplain

RESOLUTION NO.

A RESOLUTION AMENDING THE FUTURE LAND USE MAP BY
CHANGING THE DESIGNATION FROM GREENWAYS AND
FLOODPLAIN TO PLANNED DEVELOPMENT AND GREENWAYS AND
FLOODPLAIN

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described following shall be removed from the Greenways and Floodplain and placed in the Planned Development and Greenways and Floodplain designation on the attached Future Land Use Map, to wit.

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89°49'32" EAST, 795.34 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT; THENCE SOUTH 00°09'12" EAST, 275.63 FEET; THENCE NORTH 89°48'38" EAST, 223.37 FEET; THENCE SOUTH 00°10'46" EAST, 307.88 FEET; THENCE SOUTH 35°48'01" EAST, 410.89 FEET; THENCE NORTH 89°49'48" EAST, 813.81 FEET; THENCE SOUTH 00°02'24" EAST, 898.69 FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 50°48'28" WEST,

1,057.40 FEET; THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT; THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Future Land Use Map is hereby amended to change the designation found on the City Schematic Land Use Map from Greenways and Floodplain to Planned Development and Greenways and Floodplain.

ADOPTED this 18th day of March, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: March 13, 2019
SUBJECT: Rezoning Request

REQUEST: Rezone property from A-1, Agricultural to R-P, Planned Residence District (Case #RZ19-001)

PETITIONER: NewAldaya Lifescapes, Fehr Graham Engineering

LOCATION: 42.35 acre parcel at the southeast corner of W. 12th Street and Union Road

PROPOSAL

The petitioner has submitted a request to rezone 42.3 acres of land at the southeast corner of W. 12th Street and Union Road from A-1, Agricultural to R-P, Planned Residential. The rezoning will allow development of a NewAldaya Lifescapes campus that includes one and two unit dwellings and multi-unit dwellings for a 55 and over clientele.

The R-P district is guided by a development concept plan that the applicant submitted as part of this request. The development concept shows the general location of the streets, buildings, building lines, common areas, future floodplain and the storm water management areas. It is important to show the location of the streets and their extensions in order to create connections to other nearby existing and future neighborhoods. All the streets identified in the concept plan, except for the private drive for the multi-unit building at the northwest corner of the property, will be dedicated to the public and constructed according to city specifications. This plan will serve as a guide for the development of the preliminary and final plat that will be submitted at a later date.

The concept plan illustrates 69 one- and two-unit dwellings and two large multi-unit dwellings; one building with 40 to 50 units is located at the corner of W. 12th Street and Union Road and the second building with 20 to 25 units is located near the southwest corner of the site. It is proposed to establish 129 to 144 units on the 42 acres of land for a residential density of 3.07 to 3.42 units per acre. It should be noted that this is only a concept plan and the number of units is not guaranteed. The exact number of units will be determined during the platting and site plan

review process. All units will need to meet zoning and subdivision requirements, including stormwater management and floodplain regulations. At this residential density the development would be considered a low density residential development. The units will be clustered into some larger buildings in order to reserve more of the site as greenspace and to buffer the floodplain that extends through the property.

BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land is surrounded by residential zoning on the west (across Union Road), north (across W. 12th Street) and northeast side of the property. The current owner is interested in selling this land to NewAldaya Lifescapes for a new 55 and over housing development.

The rezoning of this property must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.

ANALYSIS

The purpose of the A-1, agricultural zoning district is to act as a “holding zone” for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the development of the land is threefold, beginning with the rezoning of the land, platting and construction.

This 42-acre property is surrounded by residential development on the west, north and northeast. There is a single lot development to the south and the Robinson Dresser athletic complex to the east. This property is bisected with the western reach of the University branch of Dry Run Creek. A portion of the property is located in the 100-year floodplain which will need to be revised as part of the platting process. With the exception of the floodplain, there are no other sensitive areas within this rezoning plat.

Zoning considerations normally involve evaluation of three main criteria:

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

The current land use map is designated as greenways/floodplain. The proposed amendment will reduce the greenways/floodplain area and classify the remaining portion of the property to planned development. If the City Council agrees to the future land use map amendment, as described in a separate staff report under Case # LU19-001, the proposed rezoning of this property can continue.

As part of the platting process, a stormwater management system will be designed to accept the stormwater runoff from the west and north. The stormwater will be directed toward multiple detention basins on the site and released at a controlled rate into the floodplain. The stormwater management system must be designed so that it will not adversely affect the current and future residents surrounding and within this development. Details of the stormwater management plan will be reviewed during the platting process to ensure that it meets all Code requirements.

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

Yes, sanitary sewer is readily available to the site. This sewer is located through the middle of the property within the aforementioned floodplain and drainageway. This sanitary sewer

is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is \$294.63 per acre of development. This fee is paid by the developer at the time of final platting.

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

The property currently has access from W. 12th Street and Union Road. The development concept plan shows two public street connections onto Union Road and one public street connection onto W. 12th Street. The two street connections onto Union Road are approximately 449' and 852' feet, respectively, south of W. 12th Street. The southern street connection onto Union Road is directly across from Sonoma Drive. The W. 12th Street connection is approximately 750' feet east of Union Road and it is directly across from Alexis Boulevard. The development concept plan also shows a street stub to the south and a street stub to the east. These street connections will be important for general traffic circulation and connections between neighborhoods and future neighborhoods. For example, while there may be no development planned for the existing large single family properties to the south, at some point in the future there may be a desire to further subdivide those lots. Without a planned street connection to this area, future infill development would not be possible. Staff notes that during the preliminary platting of the subject property, care should be taken to locate these street connections so they can be extended in a logical manner to adjacent properties and avoid conflicting with existing development. For example, the street connection to the south should be located to avoid extending too close to the existing home to the south. Angling this future roadway to the east to potentially parallel the creek may be an appropriate option.

The annual average daily traffic for this section of Union Road is approximately 3,000 vehicles per day. A rural two-lane roadway typically handles capacities up to 1,700 vehicles per hour during peak times. As developments move forward, City staff will continue to monitor traffic volumes along Union Road and when warranted, make improvements to Union Road as necessary.

A preliminary Developmental Procedures Agreement has been submitted for this rezoning request. The agreement describes the development details such as subdivision plats, description of proposed uses, maximum residential densities and agreement to submit all multi-unit developments for further site plan review by the Planning and Zoning Commission and City Council. The Development Agreement should be viewed as the narrative version of the graphic site plan. The agreement should also note that sanitary sewer and other utility connections will be extended to the site and that any sewer or water tapping fees will be paid at the time of platting and installation. The sewer service serving this area is subject to the Cherrywood Interceptor Sewer District tapping fee of \$294.63 per acre which was established by the City Council several years ago.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all available to this site from W. 12th Street and from Union Road per the service policy of each utility. There is a water connection fee of \$55,833.14 for this property based on the street lineal footage of W. 12th Street and Union Road. This connection fee is part of the cost of the original water main installations on W. 12th Street and on Union Road. All utility services will be extended into this property as part of the platting process.

A notice was mailed to the adjoining property owners on March 12, 2019 regarding this rezoning request.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the request to rezone this property from A-1 Agricultural District to R-P Planned Residential subject to the following conditions:

1. Conformance with all City staff recommendations.
2. Comments from the Planning and Zoning Commission.
3. Execution of the Developmental Agreement for the project.

PLANNING & ZONING COMMISSION

Introduction
1/23/19

Chair Oberle introduced the land use and rezoning request. Mr. Sturch provided some background information. He explained that there is a request to rezone property 42.3 acres at the southeast corner of W. 12th Street and Union Road from A-1, Agriculture to RP, Planned Residential. It is proposed to build a 55 plus residential community for the NewAldaya campus with multi-unit dwellings. He discussed the concept plan for the development and the land use map amendment. Staff would like to discuss the item at this time and continue the discussion to the next meeting.

There were several neighbors in the audience that addressed the Commission. They expressed concerns with the existing floodplain boundary, stormwater management, runoff from the surrounding developments and golf course, traffic issues and proposed multi-unit structures.

Mr. Wingert noted that he will be abstaining from this item. The Commission had some questions on the watershed and floodplain. The developer's engineer stated that they will review the floodplain and stormwater concerns with the platting phase. Their plan is to design the subdivision to accommodate the floodplain and stormwater concerns. The Commission also discussed the future roadway improvements because this area will change with additional development in western Cedar Falls. Staff will look into these concerns and set up a meeting with the developer and neighborhood before the next Commission meeting.

Discussion
2-13-19

Chair Oberle introduced the rezoning request for the property at the southeast corner of W. 12th Street and Union Road. Planner David Sturch provided some background information. He summarized the zoning criteria including future land use, sanitary service to the site and roadway access to the site. He discussed the concept plan for the proposed NewAldaya Lifescapes development.

Chair Oberle asked the applicant for comments. Mrs. Millisa Tierney of NewAldaya addressed the Commission and spoke about the proposed development. There were no comments from the audience and the Commission had some questions. Mr. Hartley asked about the water retention requirements for this development. Planning and Community Services Manager Karen Howard explained the storm water detention requirements for

this site. Mr. Holst asked about the timing of the development. Mr. Sturch indicated that the applicant intends to move this into the preliminary platting phase if the rezoning and land use is approved. Mrs. Saul believes that the zoning compliments the proposed development for NewAldaya. There were no other questions and Chair Oberle informed the Commission and public that a public hearing for the rezoning will be scheduled at the next Planning and Zoning Commission meeting on February 27, 2019.

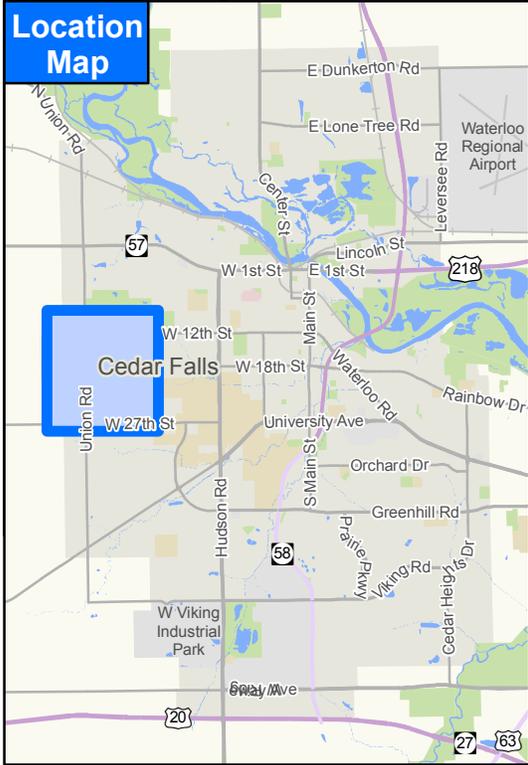
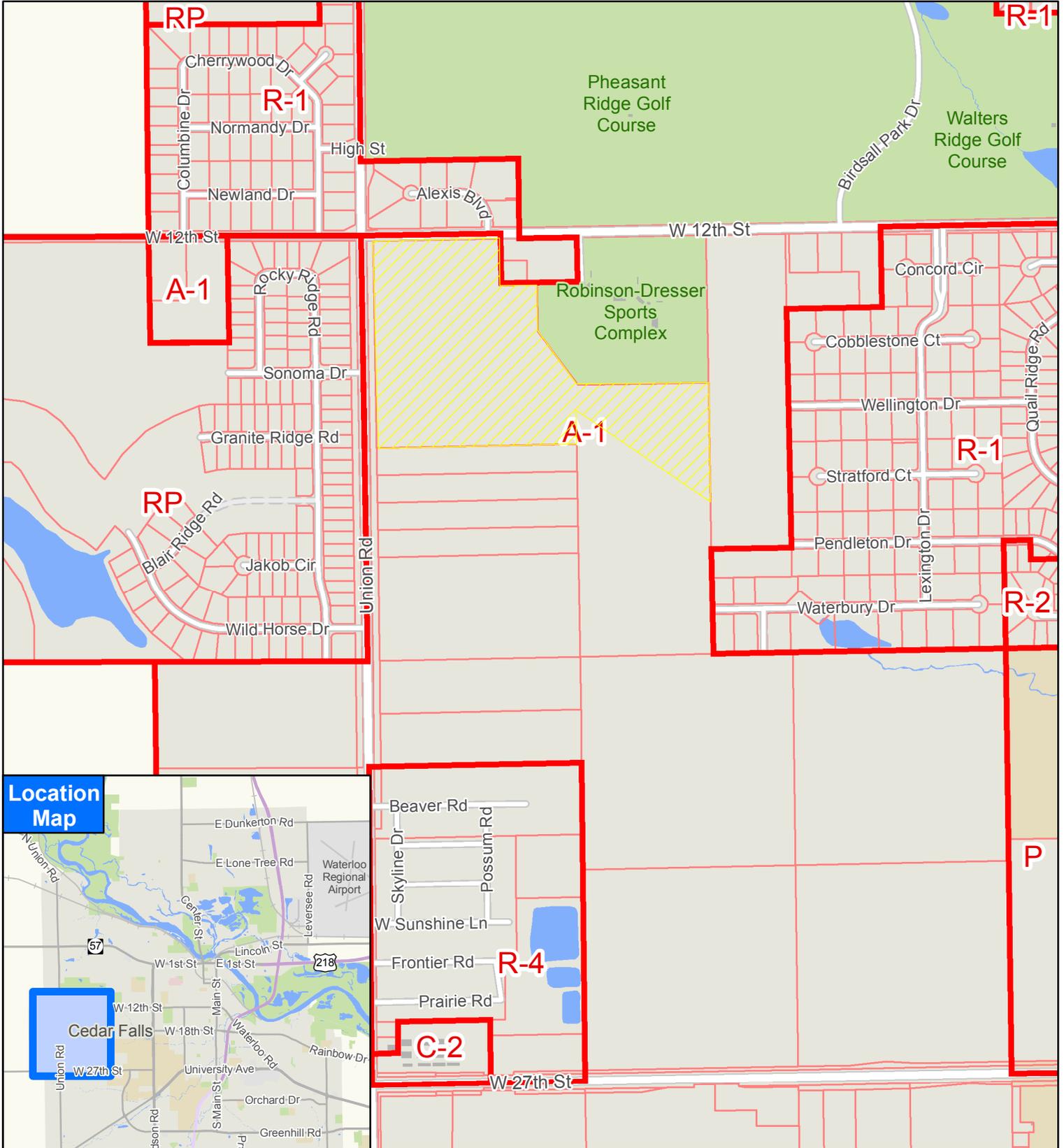
Vote
2/27/19

Chair Holst introduced the public hearing regarding a rezoning request from A-1 to RP at the southeast corner of Union Road and West 12th Street. Mr. Sturch provided background information. He explained that staff looks at certain criteria when considering a rezoning, including: consistency with the Future Land Use Map and Comprehensive Plan, accessibility to sanitary sewer service and adequate roadway access. He discussed each item and noted that all criteria have all been met. He also discussed other factors and potential projects that will be proposed.

Mr. Sturch displayed a rendering of the development concept plan and discussed each element. Staff recommends approval of the rezoning subject to the following conditions: conformance with all City staff recommendations, comments from the Planning and Zoning Commission and the execution of the RP Developmental Agreement.

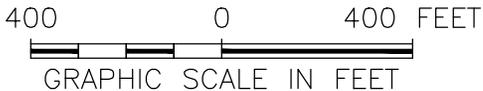
There were no public comments and the Commission had some questions. Mr. Hartley and Ms. Giarusso asked about the stormwater and runoff issues associated with this and surrounding development. Ms. Howard summarized the city ordinance standards for stormwater development. This project will be going from an uncontrolled farm field to a controlled stormwater management plan with basins to hold the water and release it at a controlled rate. Mr. Leeper feels that this area contains major arterials and that a zoning change is appropriate, but would also encourage developers to listen closely to and consider public concerns. There were no other questions, and the Commission made a recommendation to the City Council to approve the rezoning request.

Cedar Falls City Council March 18, 2019

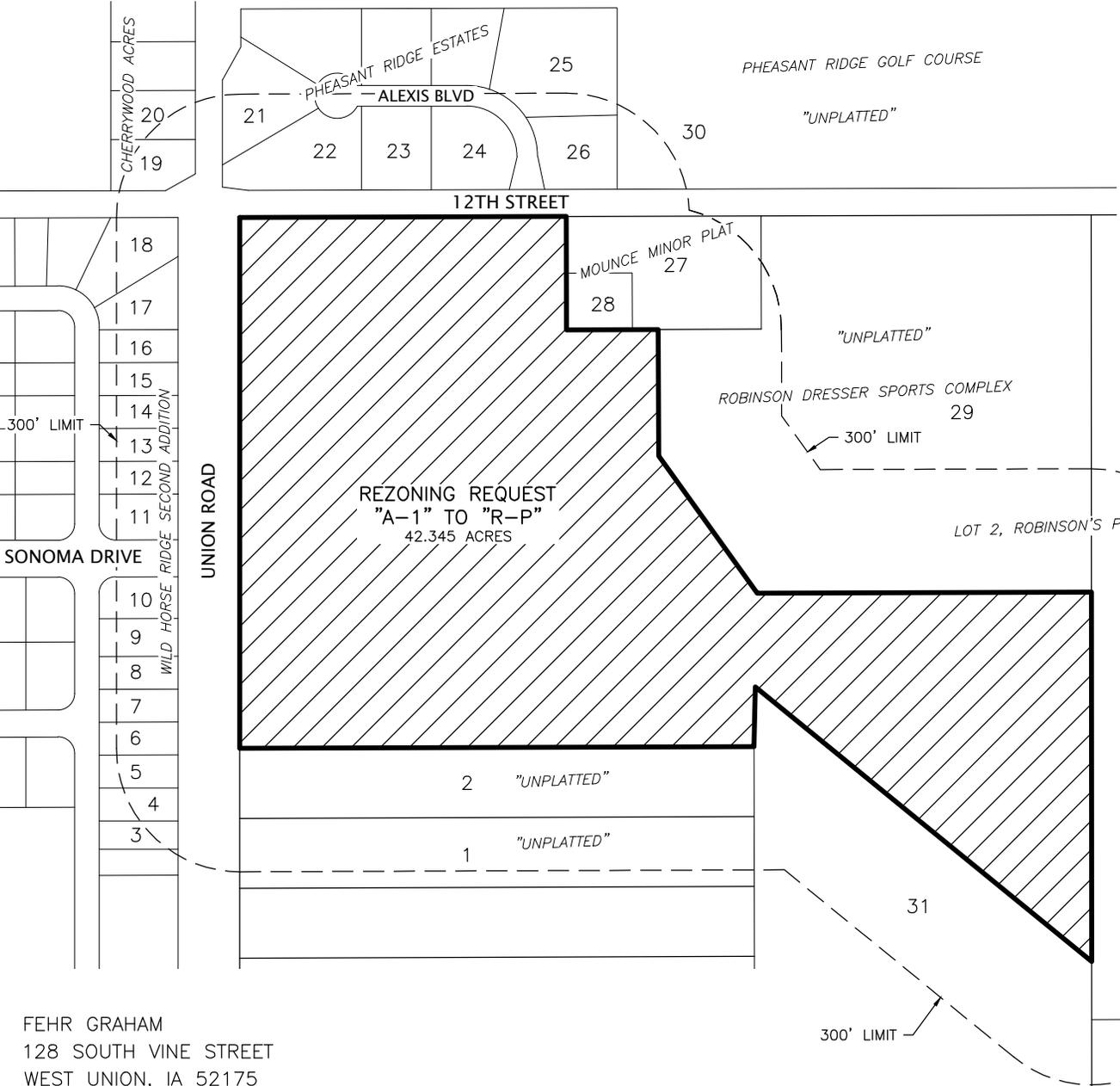


Rezoning request from A-1 to R-P

OWNER'S LISTING MAP
 FOR
 REZONING REQUEST
 "A-1" TO "R-P"
 PART OF LOT 2 OF ROBINSON'S
 MINOR PLAT OF PART OF THE
 NW1/4 OF SECTION
 15-T89N-R14W
 CITY OF CEDAR FALLS,
 BLACK HAWK COUNTY, IOWA



SEE SHEET 2 OF 2 FOR
 PROPERTY OWNER LISTING



FEHR GRAHAM
 128 SOUTH VINE STREET
 WEST UNION, IA 52175
 563-422-5131

JANUARY 8, 2018

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THE TERRACES AT WEST GLEN DEVELOPMENT CONCEPT

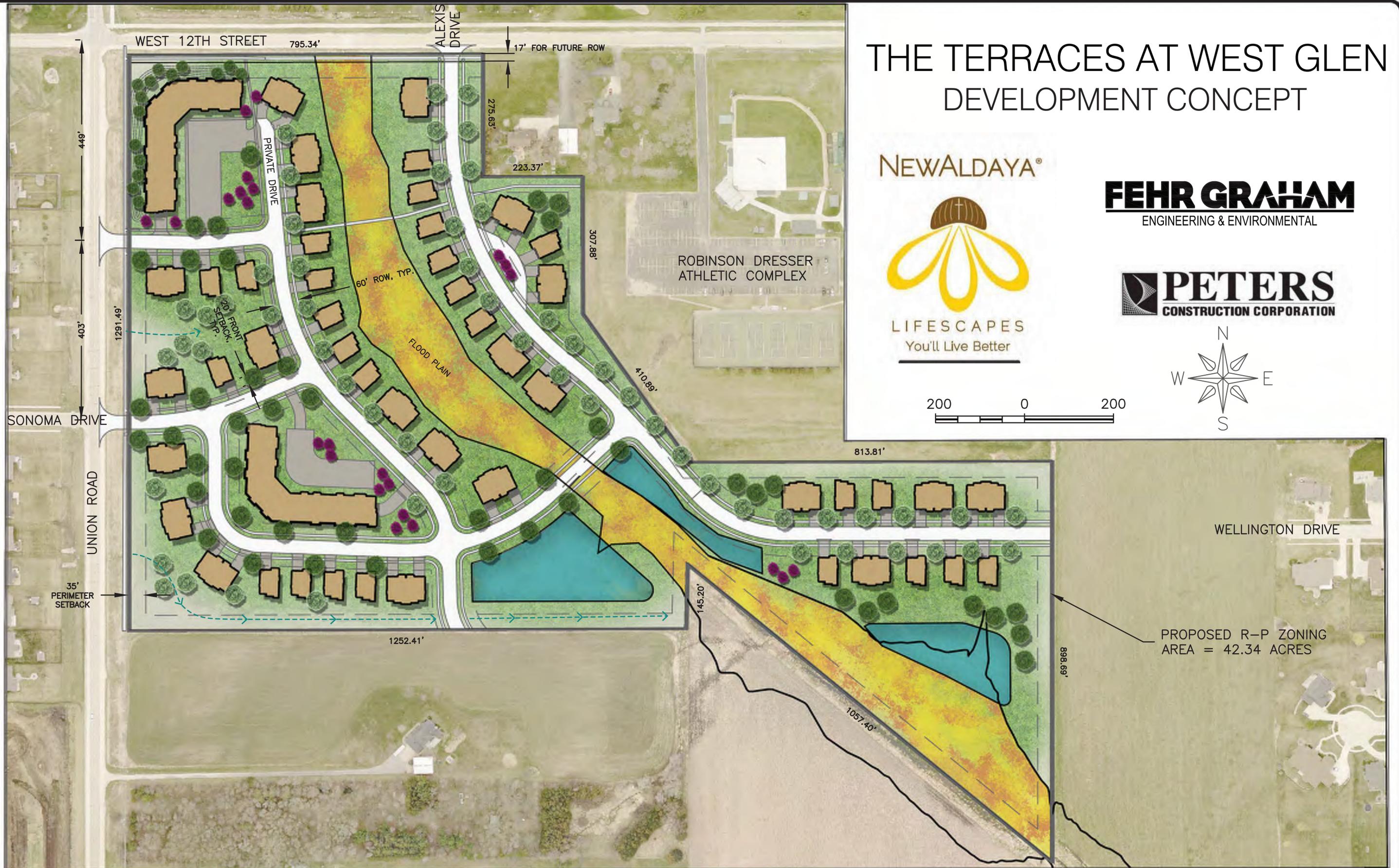
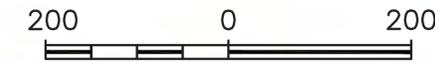
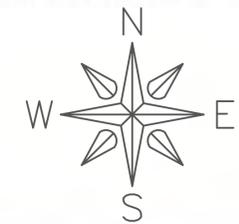
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PROPOSED R-P ZONING
AREA = 42.34 ACRES

JANUARY 8, 2019

R-P PLANNED RESIDENCE ZONING DISTRICT
DEVELOPMENTAL PROCEDURES AGREEMENT

This agreement is made and entered into this day ____ of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called "City" and Newaldaya Lifescapes, hereinafter called "NewAldaya", for the purpose of outlining procedures to be followed for the development of certain land located near Union Road and West 12th Street containing approximately 42.345 acres, being owned currently by Money Pit LLC and proposed for purchase by NewAldaya, which is now the subject of a rezoning proceeding with the City, said land legally described as follows:

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE NORTH 89°49'32" EAST, 795.34 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT;

THENCE SOUTH 00°09'12" EAST, 275.63 FEET;

THENCE NORTH 89°48'38" EAST, 223.37 FEET;

THENCE SOUTH 00°10'46" EAST, 307.88 FEET;

THENCE SOUTH 35°48'01" EAST, 410.89 FEET;

THENCE NORTH 89°49'48" EAST, 813.81 FEET;

THENCE SOUTH 00°02'24" EAST, 898.69 FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2;

THENCE NORTH 50°48'28" WEST, 1,057.40 FEET;

THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT;

THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2;

THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

WHEREAS, it is the desire of NewAldaya to develop this land as an addition to the City of Cedar Falls, Iowa, amending part of the R-P, Planned Residence Zoning District;

WHEREAS, it is the desire of the City of Cedar Falls to ensure that said development proceeds in an orderly manner.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and NewAldaya agree as follows:

1. The subject property will be developed in several phases of age 55+ dwelling units and associated infrastructure. Preliminarily, the phasing is contemplated as a first phase which will consist of infrastructure and single and two-family dwelling units on the southwest portion of the property. The second phase will consist of infrastructure, single and two-family dwelling units on the east side of the property. The third, fourth, and fifth phases will be single, two-family, 2-story (20 -25 unit) and a 3-story (42-48 unit) building. This phasing concept is preliminary and will be driven by demand. Final phasing will be reviewed with City of Cedar Falls prior to construction.
2. The City agrees to allow a subdivision of this parcel for the purpose of creating a retirement community by NewAldaya. A preliminary plat and final plat in accordance with current City of Cedar Falls city code will be prepared for review by the City and approval by the Planning and Zoning Commission and City Council.
3. NewAldaya agrees to construct any necessary public roads, including paving, drainage, and water and sewage improvements for this development. All public streets will be a 31-foot wide back of curb to back of curb roadway constructed to the City of Cedar Falls specifications.
4. NewAldaya agrees to construct at minimum a 5' wide public sidewalk on each side of any new public street in accordance with City subdivision and engineering regulations. NewAldaya further agrees to construct a 5' wide public sidewalk along the south side of W. 12th Street and participate in the construction of the proposed 10' recreational trail along Union Road. This recreational trail cost share includes paying for one-half of the width of the trail along the entire length of the property described above.
5. NewAldaya agrees to follow the current floodplain management regulations of the City of Cedar Falls. The current floodplain boundary must be modified prior to the final platting of lots for development. This includes obtaining a LOMA (Letter of Map Amendment) from FEMA and a no-rise certification for the construction of the street crossing over the designated SFHA (Special Flood Hazard Area). All drainageways and stormwater detention areas shall be identified on the concept development plan.
6. A site plan for the two multi-story buildings will be individually approved by the Planning & Zoning Commission and City Council prior to any building construction. Multi-story buildings are contemplated as partial pitched and flat

roof structures with a mix of masonry and other exterior facade elements to be determined. Multi-story buildings shall be designed to complement the height, scale and architectural features of the surrounding structures. The one and two-unit dwellings are contemplated as pitched, shingled roof units with a mix of masonry and other conventional siding materials. An individual site plan for the one and two unit dwellings are not reviewed by the Planning and Zoning Commission and City Council.

7. NewAldaya agrees to provide a landscaping plan in accordance with the R-P, Planned Residential Zoning District standards. These plans will be approved by the Planning & Zoning Commission and City Council prior to any building construction.
8. Signage on the buildings and grounds will be in accordance with the applicable zoning regulations at the time of development.
9. The City agrees with the traffic impact analysis prepared for this development and submitted at the time of rezoning.
10. NewAldaya agrees to dedicate 17 feet of land across the northern boundary along W. 12th Street at the for future roadway improvements. This land dedication will be included in the platting phase of this development.
11. Storm water runoff will be captured on-site and directed to new detention basins either directly or by an adequately sized storm sewer system. NewAldaya will maintain all necessary easements to comply with state and local code.
12. The sewer service serving this area is subject to the Cherrywood Interceptor Sewer District tapping fee of \$294.63 per acre which was established by the City of Cedar Falls on September 13, 1999, Ordinance #2276.
13. As part of the cost of the original water main installations on W. 12th Street and Union Road, there is a water connection fee of \$55,833.14 for this property. This connection fee is based on the street lineal footage along W. 12th Street and Union Road.
14. The foregoing conditions shall be binding upon NewAldaya, its successors and assigns and shall apply to the above described real estate and shall run with the land.

Newaldaya Lifescapes

City of Cedar Falls, Iowa

By: _____

By: _____

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

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the RP Planned Residence Zoning District, as follows:

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89°49'32" EAST, 795.34 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT; THENCE SOUTH 00°09'12" EAST, 275.63 FEET; THENCE NORTH 89°48'38" EAST, 223.37 FEET; THENCE SOUTH 00°10'46" EAST, 307.88 FEET; THENCE SOUTH 35°48'01" EAST, 410.89 FEET; THENCE NORTH 89°49'48" EAST, 813.81 FEET; THENCE SOUTH 00°02'24" EAST, 898.69 FEET, ALL ALONG THE EASTERLY LINE OF

SAID LOT 2; THENCE NORTH 50°48'28" WEST, 1,057.40 FEET; THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT; THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

And

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

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

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

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

Section 1. That the following described real estate:

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89°49'32" EAST, 795.34 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT; THENCE SOUTH 00°09'12" EAST, 275.63 FEET; THENCE NORTH 89°48'38" EAST, 223.37 FEET; THENCE SOUTH 00°10'46" EAST, 307.88 FEET; THENCE SOUTH 35°48'01" EAST, 410.89 FEET; THENCE NORTH 89°49'48" EAST, 813.81 FEET; THENCE SOUTH 00°02'24" EAST, 898.69 FEET, ALL ALONG THE EASTERLY LINE OF

SAID LOT 2; THENCE NORTH 50°48'28" WEST, 1,057.40 FEET; THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT; THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

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

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

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: March 13, 2019
SUBJECT: Buckeye Corrugated, Inc.-Hawkeye Division
Amended and Restated Agreement for Private Development

Background

If you recall, on September 5, 2017, City Council approved an Agreement for Private Development between the City of Cedar Falls and Buckeye Corrugated, Inc. for the construction of a new 171,000 square foot industrial warehouse and production facility in the West Viking Road Industrial Park (2900 Capital Way). In return for constructing the building and adding taxable value, the City donated 16.16 acres of land, and agreed to provide a 5 year tax abatement for the property after the project was complete.

After construction commenced on the project in 2018, the contractor, Peters Construction, noticed that there was topsoil material buried underneath the clay soil layer of the ground in several locations on the property. This proved to be problematic for the contractor, as these were locations where large footings were to be placed for the building foundation. This unsuitable soil could not be located under the footings, and needed to be removed and replaced with additional clay soil material that could handle the additional weight from the footings. The contractor estimated that the cost to remediate this unsuitable soil was approximately \$140,000. Staff has had several conversations with the company and contractor to discuss ways to help offset those additional costs, as they were not foreseen by the company, contractor, or the City.

Proposed Changes to Agreement for Private Development

When the original Agreement for Private Development was approved in 2017, there was language included that called for a minimum building permit value of \$7,100,000, and a minimum assessment (building & land) of \$8,156,000. Based on the minimum assessment number, staff was able to calculate approximately what the 5-year total tax abatement would be. In this case, a value of \$8,156,000 would equate to a total 5-year tax abatement amount of approximately \$609,804.

When the contractor obtained the building permit from the Building Inspections Division in May of 2018, the permit was valued at \$9,009,966. This increase of approximately \$1,900,000 was due to the building being larger than anticipated (175,000 sf. vs. 171,000 sf.), and due to the final costs of the project being known at the time of the permit issuance. Because of this increased permit valuation, staff looked at whether increasing the Minimum Assessment Agreement amount would equate to a larger tax abatement amount over the 5 year period, which could then offset the additional cost that was incurred by removing the unsuitable soil. Using a building permit valuation of \$9,000,000, and a minimum assessment (building and land) of \$10,056,000, it was calculated that the 5 year total tax abatement would be approximately \$751,862 over the 5 year period. That is a difference of \$142,058, which is very close to the cost of remediating the unsuitable soil on the site for the building footings.

Staff discussed with Mr. Highland the option of amending the Agreement for Private Development by increasing the Minimum Assessment Agreement from its original valuation of \$8,156,000 to \$10,056,000 in order to guarantee that an additional tax abatement amount would be provided, and Mr. Highland and the company agreed that this course of action was acceptable. Staff feels that this is an acceptable solution as well, as the City will see an increase in taxes based on the increased property assessment, and the company will see an increase in its tax abatement over the 5 year period as well based on the increased property assessment.

Also, the Agreement for Private Development listed a project completion date of December 31, 2018, with the Minimum Assessment Agreement slated to go into effect as of January 1, 2019. Due to time delays because of the soil issue, the building is still under construction and has not been fully completed. Therefore, staff would also like to amend the Agreement for Private Development to change the completion date to December 31, 2019, with the Minimum Assessment Agreement going into effect on January 1, 2020.

Conclusion & Recommendation

As this memorandum indicates, Buckeye Corrugated, Inc. has proposed amending and restating the existing Agreement for Private Development in order to increase the minimum assessment amount for the property, in order to obtain additional tax abatement amounts over 5 years to help offset the cost of remediating the unsuitable soils on the site. By increasing the minimum assessment on this property from its original \$8,156,000 to \$10,056,000, this will increase the anticipated tax abatement amount over 5 years by approximately \$142,058. Also, staff is proposing to amend the Agreement for Private Development to change the completion date to December 31, 2019, with the Minimum Assessment Agreement going into effect on January 1, 2020. Construction of the new facility has begun and is anticipated to be completed by summer 2019.

The Amended and Restated Agreement for Private Development by and between the City of Cedar Falls, Iowa and Buckeye Corrugated, Inc. is attached for your review. This Amended and Restated Agreement was drafted by Planning Staff, reviewed by City Attorney Kevin Rogers, and is acceptable to both parties.

The Community Development Department recommends that City Council adopt and approve the following:

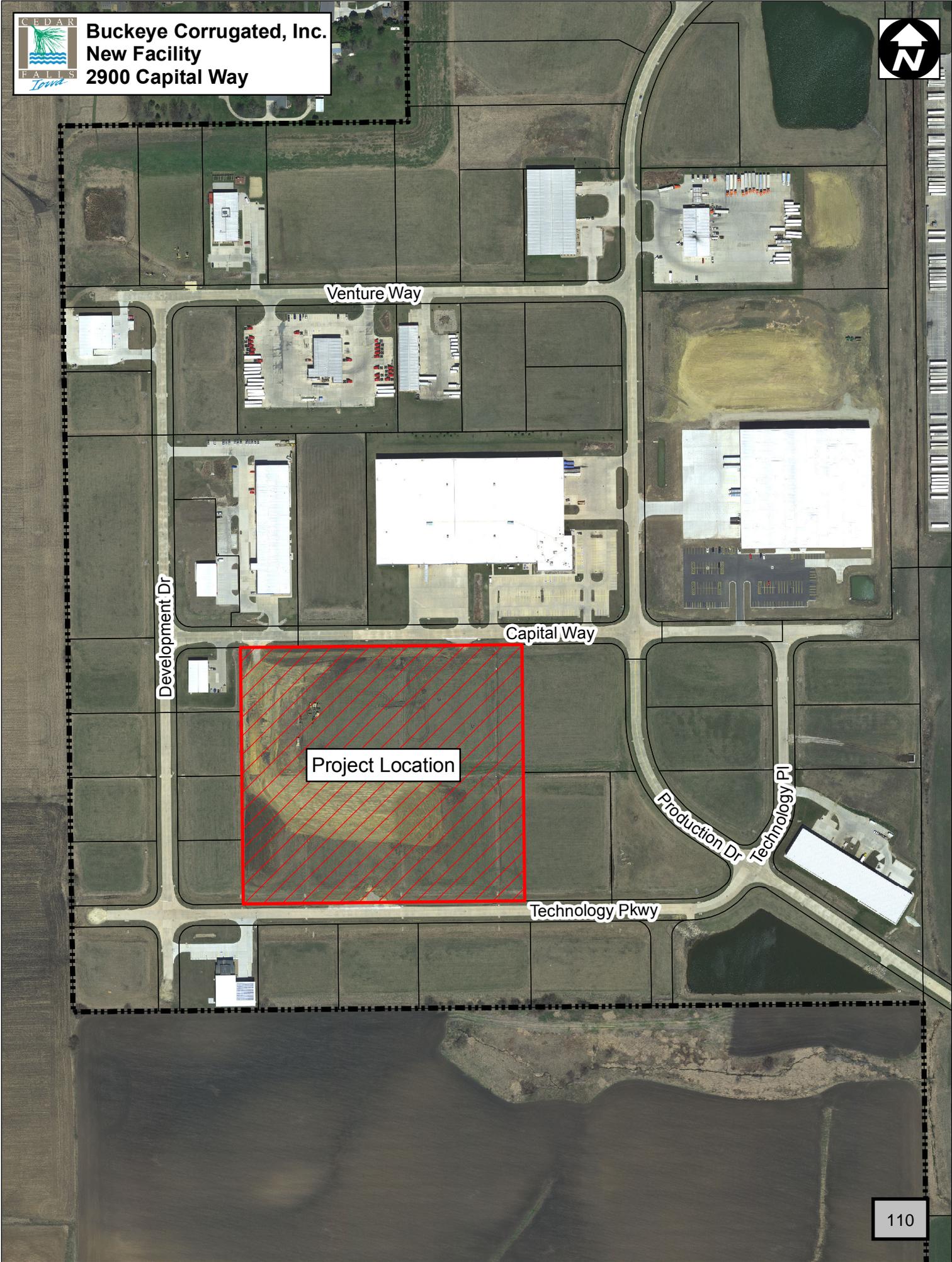
Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Buckeye Corrugated, Inc.

If you have any questions pertaining to this project, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Matt Highland, BCI-Hawkeye Division



Buckeye Corrugated, Inc.
New Facility
2900 Capital Way



Venture Way

Development Dr

Capital Way

Project Location

Production Dr

Technology Pl

Technology Pkwy

AMENDED AND RESTATED

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

BUCKEYE CORRUGATED, INC.

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AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Amended Agreement"), is made on or as of the _____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and BUCKEYE CORRUGATED, INC., a Delaware corporation (hereinafter called the "Developer"), having its principal place of business at 822 Kumho Drive, Suite 400, Fairlawn, Ohio, 44333, and authorized to do business in Iowa.

WITNESSETH:

WHEREAS, an AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement") between the City and Developer was approved by the City Council of the City on September 5, 2017, by Resolution No. 20,694; and

WHEREAS, the Agreement provided, among other things for a minimum building permit value in the amount of \$7,100,000.00 as well as a minimum assessment for taxation purposes of building and land of \$8,156,000.00; and

WHEREAS, Developer has obtained a building permit and has begun construction of the minimum improvements described in the Agreement; and

WHEREAS, the actual value of the building permit when issued was \$9,000,000.00; and

WHEREAS, the actual assessment for taxation purposes of building and land when construction is completed is expected to be approximately \$10,056,000.00; and

WHEREAS, the Agreement further provides that construction of the minimum improvements is to be completed by December 31, 2018, which due to unexpected delays in construction will not be able to be met; and

WHEREAS, the City and the Developer wish to amend and restate the Agreement to account for the aforementioned circumstances which will be of mutual benefit to the City and to the Developer; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended; and

WHEREAS, the original Cedar Falls Industrial Park Urban Renewal Plan was approved by Resolution No. 8196 on November 12, 1990 (Ordinance No. 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 (hereinafter collectively referred to as “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer has acquired certain real property located within the boundaries of the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Amended Agreement by completing construction of certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Amended Agreement and the fulfillment generally of this Amended Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Amended Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Anticipated Completion Date means the date by which Developer anticipates substantial completion of the Minimum Improvements, as set forth in Section 2.2(1).

Amended Agreement means this Amended Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Amended and Restated Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Amended Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Amended Agreement.

Assessor’s Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Building Permit Valuation Amount means the amount described in Section 3.2 of this Amended Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Amended Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Commencement Date means the date of the issuance by the City of a City-issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Developer means Buckeye Corrugated, Inc.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Amended Agreement.

Industrial Use Warehouse and Production Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an industrial warehouse and production facility totaling at least 175,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Amended Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance Nos. 1923, 2122, 2461 and 2785 of the City, under which the taxes levied on the taxable property in the Project Area shall be divided, with a portion

of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Amended Agreement and the Exhibits hereto.

Project Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan, described in the Urban Renewal Plan approved for such area by Cedar Falls City Council Resolution No. 8196 dated November 12, 1990, amended a first time by City Council Resolution No. 10,224 dated November 13, 1995, amended a second time by City Council Resolution No. 13,862 dated November 17, 2003, amended a third time by City Council Resolution No. 18,377 dated December 10, 2012, amended a fourth time by City Council Resolution No. 19,263 dated November 3, 2014, and amended a fifth time by City Council Resolution No. 19,963 on April 18, 2016.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements divided and made available to the City for deposit in the Buckeye Corrugated, Inc. TIF Account of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9(a) of this Amended Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the party claiming the delay).

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. As of the date hereof, the City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Amended Agreement and carry out its obligations hereunder.
- (b) This Amended Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same

may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (c) The execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City would not undertake its obligations under this Amended Agreement without the consideration being made to the City pursuant to this Amended Agreement.
- (f) The Development Property is zoned "M-1-P, Planned Industrial District". The "M-1-P, Planned Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of the Developer. As of the date hereof, the Developer makes the following representations and warranties:

- (a) The Developer is a corporation duly organized and validly existing under the laws of the State of Delaware, is authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Amended Agreement.
- (b) This Amended Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its

terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (c) To the best of Developer's knowledge, the execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (d) To the best of Developer's knowledge, there are no actions, suits or proceedings pending or threatened in writing against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of this Amended Agreement or the ability of Developer to perform its obligations under this Amended Agreement.
- (e) The Developer has equity funds and/or has commitments for financing in amounts sufficient to complete the construction of the Minimum Improvements, substantially in accordance with the Construction Plans contemplated by this Amended Agreement.
- (f) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31st day of December, 2019 (the "Anticipated Completion Date").
- (g) The Developer would not undertake its obligations under this Amended Agreement without the consideration being made to the Developer pursuant to this Amended Agreement.

All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City and in accordance, in all material respects, with the terms of this Amended Agreement, the Urban Renewal Plan and all applicable local, State and federal laws and regulations, except for variances necessary to construct the

Minimum Improvements. The Developer will use commercially reasonable efforts to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed within a timeframe reasonably sufficient to permit the completion of construction of the Minimum Improvements by the Anticipated Completion Date, subject to Unavoidable Delay. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Nine Million and no/100 Dollars (\$9,000,000.00), unless otherwise approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 3.2. Building Permit Valuation Amount. The Developer has applied for and obtained from the City a building permit, and shall pay all necessary additional permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the “Building Permit Valuation Amount”) of a minimum of Nine Million and no/100 Dollars (\$9,000,000.00).

Section 3.3. Construction Plans. The Developer has caused Construction Plans to be provided for the Minimum Improvements which were approved by the City as provided in this Section 3.3. The Construction Plans are in conformity with the Urban Renewal Plan, this Amended Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City has approved the Construction Plans in writing. Approval of the Construction Plans pursuant to this Section 3.3 constitutes approval for the purposes of this Amended Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

Approval of the Construction Plans by the City does not relieve the Developer of any obligation to comply with the terms and provisions of this Amended Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Amended Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 31st day of December, 2017, and completed (i) by no later than the 31st day of December, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which

the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be substantially in accordance with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property, at reasonable times and upon reasonable prior notice, during the construction of the Minimum Improvements to inspect such construction; provided, any such inspection shall not materially interfere with the construction of the Minimum Improvements.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Amended Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within ten (10) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Amended Agreement, or is otherwise in default under the terms of this Amended Agreement, and what measures or acts it will be necessary for the Developer to take or perform in order to obtain such Certificate of Completion.

Section 3.6. Cooperation. The City and the Developer will cooperate fully with each other in order to resolve any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.

ARTICLE IV. RESTRICTIONS ON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 4.2. Agreements to Run with the Land. It is intended and agreed that the agreements and covenants provided in this Article shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or

otherwise, and except only as otherwise specifically provided in this Amended Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of Section 4.1 shall remain in effect only through the Termination Date.

Section 4.3. City as Beneficiary. It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Article, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the construction of the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
 - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000.00. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide

primary insurance over any other insurance maintained by the City. A Governmental Immunities Endorsement is also required.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000.00. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City, which consent shall not be unreasonably withheld, conditioned or delayed. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates

or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City promptly after becoming aware of damage exceeding \$25,000.00 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply solely to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient, if such casualty occurs prior to the Termination Date.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City prior to the Termination Date), the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any condemnation award or property insurance proceeds, the Developer shall use such condemnation award, to the extent feasible, to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Project Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Amended Agreement, an

Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2020, of not less than Ten Million Fifty Six Thousand and no/100 Dollars (\$10,056,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2030 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Amended Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Amended Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Amended Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Amended Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Warehouse and Production Facility shall be furnished from City-owned utilities, to the extent the City provides such utility, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony. Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Amended Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature

thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2020, and ending on November 1, 2030, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. [reserved]

Section 6.11. Provisions To Be Included In Leases Covering Development Property. In any commercial lease involving the Development Property or the Minimum Improvements there shall be included terms, for all periods up to the Termination Date, which provide as follows: (a) the leased premises are part of the Development Property and are subject to the terms and conditions of this Amended Agreement; (b) that this Amended Agreement is binding upon Developer's successors, transferees and assigns, specifically including all commercial landlords and tenants; (c) that certain of the terms and conditions of this Amended Agreement specifically impact the use of and conduct of business operations on the Development Property; and (d) that any landlord or tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Amended Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Amended Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.8 of this Amended Agreement;

- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements previously received by Developer under Section 8.8 of this Amended Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Amended Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Amended Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4 (Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees) for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Amended Agreement, prior to the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Amended Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Amended Agreement, the Developer (except as so authorized)

has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Amended Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed subject to paragraph (b) and Section 7.3 below.

- (b) The City shall be entitled to require, except as otherwise provided in this Amended Agreement, as conditions to any such approval that:
- (1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Amended Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Amended Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Amended Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Amended Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Amended Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Amended Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Amended Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Amended Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Amended Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Amended Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Amended Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that at any time after the Certificate of Completion is issued by the City, the Developer may enter into a sale-leaseback transaction with a reputable sale-leaseback company whereby Developer conveys the Minimum Improvements and Development Property to the sale-leaseback company ("Permitted Transferee"), and the Developer will be the tenant of the Minimum Improvements and Development Property responsible for all operation and maintenance of the Development Property, and the operator of the business to be conducted on the Development Property, and such transaction shall not trigger the provisions of Sections 7.2, Prohibition Against Transfer of Property and Assignment of Agreement, or Section 7.3, Approvals, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Amended Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that assumes such obligations, the transfer of the Development Property, including the Minimum Improvements, or part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. PARTIAL PROPERTY TAX EXEMPTION

Section 8.1. Partial Property Tax Exemption.

- (a) Subject to Developer’s compliance with all of the terms and conditions of this Amended Agreement, City agrees that the Developer shall be entitled to a partial exemption from taxation of industrial property as provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances with respect to the Development Property. The partial property tax exemption shall be available commencing on January 1, 2020, and shall be according to the following schedule:
 - (i) January 1, 2020 – December 31, 2020 – 75% exemption.
 - (ii) January 1, 2021 – December 31, 2021 – 60% exemption.
 - (iii) January 1, 2022 – December 31, 2022 – 45% exemption.
 - (iv) January 1, 2023 – December 31, 2023 – 30% exemption.
 - (v) January 1, 2024 – December 31, 2024 – 15% exemption.
- (b) Subject to Developer’s compliance with all of the terms and conditions of this Amended Agreement, City agrees that the Developer also may apply to Black Hawk County, Iowa for a partial exemption from taxation of industrial property as may be provided by Chapter 427B, Code of Iowa, with respect to the Development Property. The obligation to timely and appropriately file an application for such exemption with the Black Hawk County Assessor shall be that of the Developer.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the “indemnified parties”) from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, except to the extent resulting from the negligence or willful misconduct of the indemnified parties.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Amended Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Amended Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Amended Agreement and the term “Event of Default” shall mean, whenever it is used in this Amended Agreement, any one or more of the following events; provided however, the following shall not constitute an Event of Default until the non-defaulting party has delivered written notice to the party in default, and the holder of the Mortgage, of the alleged default and the defaulting party does not cure (or cause to be cured) such default within such thirty (30)-day period or, if the default cannot reasonably be cured within thirty (30) days, such longer period of time as may be reasonably necessary to cure such default:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Amended Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Amended Agreement.
- (c) Transfer of the Developer’s ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Amended Agreement, until the Termination Date;
- (d) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.1 of this Amended Agreement);
- (e) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Amended Agreement;
- (f) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (g) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Amended Agreement;

- (h) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (i) Any obligation, representation or warranty made by any party to this Amended Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Amended Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Amended Agreement occurs and is continuing:

- (a) The party giving notice may suspend its performance under this Amended Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Amended Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Event of Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Amended Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Amended Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the

date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within thirty (30) days after written request by the City to reconvey the Development Property, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus reasonable attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Amended Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Amended Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or

subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender identity, sex, sexual orientation, national origin, religion, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender identity, sex, sexual orientation, national origin, religion, age or disability.

Section 11.3. Notices. Whenever this Amended Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Douglas A. Bosnik
President and CEO
Buckeye Corrugated, Inc.
822 Kumho Drive, Suite 400
Fairlawn, OH 44333

With a copy to: Thompson Hine, LLP
3900 Key Center
127 Public Square
Cleveland, OH 44114
Attention: Jonathon Vinocur

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Amended Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. [reserved]

Section 11.6. Governing Law. This Amended Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Amended Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Amended Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Amended Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination. Except as expressly provided Article IX, this Amended Agreement shall terminate and be of no further force or effect on the Termination Date or sooner termination of the Assessment Agreement.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Amended and Restated Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Amended Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Amended Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.14. Invalid Provisions. If any provision of this Amended Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Amended Agreement, and upon such cancellation, this Amended Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Amended Agreement.

Section 11.15. Multiple Counterparts. This Amended Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Amended Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.16. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Amended Agreement and the performance by such party of its respective obligations hereunder.

Section 11.17. Time of the Essence. Time is of the essence with respect to all matters described in this Amended Agreement and related documents.

Section 11.18. Survival. Each provision of this Amended Agreement shall survive the occurrence of the other provisions of this Amended Agreement to the extent necessary to ensure full performance of said surviving provision.

Section 11.19. Agreement Terminated. Upon execution of this Amended Agreement, including all further agreements required to be executed under this Amended Agreement, and upon approval by the City Council of the City, the Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Agreement to have been fully satisfied, and shall be deemed to have waived and released any and all claims against each other under the Agreement, without the necessity of further notice.

[Signatures appear on following page]

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse and Production Facility totaling at least 175,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the site plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	December 31, 2017
Substantial Completion	December 31, 2019
Issuance of Occupancy Permit	thirty (30) days after substantial completion

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called “Urban Renewal Act”); and BUCKEYE CORRUGATED, INC., a Delaware corporation (hereinafter called the “Developer”), having its principal place of business at 822 Kumho Drive, Suite 400, Fairlawn, OH 44333; did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the “Amended Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.

(the “Development Property”); and

WHEREAS, the Amended Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Amended Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Amended Agreement, this is to certify that all covenants and conditions of the Amended Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Amended Agreement with respect to the construction of the Minimum Improvements.

EXHIBIT D

AMENDED AND RESTATED MINIMUM ASSESSMENT AGREEMENT

THIS AMENDED AND RESTATED MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the “City”), and BUCKEYE CORRUGATED, INC., a Delaware corporation, (the “Developer”), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the “Assessor”).

WITNESSETH:

WHEREAS, the parties previously executed a certain Minimum Assessment Agreement dated as of September 5, 2017 and recorded at the office of the Black Hawk County, Iowa Recorder on October 2, 2017 as Document Number 2018-0005808 (the “Original Agreement”); and

WHEREAS, on or before the date hereof the City and Developer have entered into an Amended and Restated Agreement for Private Development dated as of _____, 2019 (the “Amended Agreement”) regarding certain real property located in the City legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.

(the “Development Property”); and

WHEREAS, it is contemplated that pursuant to said Amended Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2017, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Amended Agreement (defined therein as the “Minimum Improvements”); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. This Minimum Assessment Agreement amends and restates the Original Agreement in its entirety, effective as of date hereof, so that the Original Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Original Agreement to have been fully satisfied, and shall be deemed to have waived and released any and all claims against each other under the Original Agreement, without the necessity of further notice.

2. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Ten Million Fifty-six Thousand and no/100 Dollars (\$10,056,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before December 31, 2019.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 16.16 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

3. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2030.

4. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

6. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT E

MEMORANDUM OF AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called “Urban Renewal Act”); and BUCKEYE CORRUGATED, INC., a Delaware corporation (hereinafter called the “Developer”), having its principal place of business at 822 Kumho Drive, Suite 400, Fairlawn, OH, 44333, did on or about the _____ day of _____, 2019, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the “Amended Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the “Plan”), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.

(the “Development Property”), and

WHEREAS, the term of the Amended Agreement commenced on the ___ day of _____, 2019, and terminates on the 31st day of December, 2030, with respect to the Development Property, unless otherwise terminated as set forth in the Amended Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Amended and Restated Agreement for Private Development shall serve as notice to the public that the Amended Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Amended Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Amended and Restated Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any

manner whatsoever shall be fully advised as to all of the terms and conditions of the Amended Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Amended Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

4. That this Memorandum of Amended and Restated Agreement for Private Development amends and restates in its entirety that certain Memorandum of Agreement for Private Development dated September 5, 2017 and recorded at the office of the Black Hawk County, Iowa Recorder on October 2, 2017 as Document Number 2018-00005809.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Amended and Restated Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

BUCKEYE CORRUGATED, INC.
A Delaware corporation.

By: _____
Douglas A. Bosnik, President & CEO

By: _____
Mark A. Husted, Executive Vice-President & CFO

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND BUCKEYE CORRUGATED, INC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 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 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from BUCKEYE CORRUGATED, INC. ("Developer"), in the form of a proposed Amended and Restated Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Warehouse and Production Facility totaling at least 175,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$10,056,000.00 for a period through December 31, 2030; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds.

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

Section 1. That the performance by the City of its obligations under the Agreement in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from

and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
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: March 13, 2019
SUBJECT: Martin Realty Company II, L.L.C. (Martin Brothers) Economic Development Project

INTRODUCTION AND DESCRIPTION OF PROJECT

For the past several months, staff has been working with Martin Realty Company II, L.L.C. (Martin Brothers) regarding a 5,600 square foot building addition that they are constructing to their corporate office facility located at 6623 Chancellor Drive. The building addition had a building permit valuation of \$1,568,979.00 when a permit was issued by the Cedar Falls Building Inspections Department in 2018.

The original 11,500 square foot two-story office building was constructed in 2003, with a 672 square foot addition built in 2012. The company has seen another need to expand the office building, this time constructing an addition to each side of the building, with a total area of 5,600 square feet. This will bring the total building size to approximately 18,000 square feet. In conjunction with the building addition, Martin Brothers is expecting to hire additional employees to fill that expanded office space.

Martin Brothers has several different locations in the Cedar Falls Industrial Park. The company has completed a number of major expansion projects at these locations within the last twenty (20) years, including but not limited to:

1998:	Freezer Addition	\$ 998,000
2000:	Main Warehouse Addition	\$ 700,000
2001:	Dry Goods Addition	\$1,600,000
2003:	Corporate Office (new)	\$1,200,000
2004:	Main Warehouse Addition	\$1,820,000
2006:	Cash & Carry Store Remodel	\$ 125,000
2007:	Warehouse/Freezer Addition	\$4,800,000
2012:	Warehouse Addition	\$6,000,000

COMPANY PROFILE

Martin Brothers Distributing Company, Inc. was founded by Roy Martin in 1940 with his brother, Glenn, joining soon after. They started their food distributing business out of their parents' barn with an initial investment of \$100. Glenn Martin's first sale was in the amount of \$0.74. Martin Brothers has come a long way since that beginning. In 1950 Martin Brothers built their first warehouse on Main Street in downtown Cedar Falls and in 1969 a decision was made to build their current warehouse facility on Viking Road after joining with Nugget Distributors of America, a major foodservice company. Today, Martin Brothers is a family and employee owned company and its products are distributed daily to restaurants, schools, health care facilities, governmental agencies, and other institutional operations.

In addition to their expansive warehousing operation located at 406 Viking Road, Martin Brothers also has their corporate office facility located at 6623 Chancellor Drive, and a Food Market located at 6022 Enterprise Drive in the Cedar Falls Industrial Park.

ECONOMIC DEVELOPMENT INCENTIVES

Consistent with our ongoing local economic development incentive guidelines, for office type projects with valuations of \$1,500,000+ the City of Cedar Falls has provided a 5-Year Partial Property Tax Rebate. (It should be noted that Industrial projects are eligible to file for a Partial Property Tax Exemption directly with Black Hawk County under local and Iowa statute while "office type" projects require Tax Rebate Agreements with the City). For the proposed Martin Realty Company II, L.L.C. project, the following rebate schedule is estimated using the existing commercial tax rate/valuation and projecting annual property taxes of \$43,714:

<u>Tax Year</u>	<u>Rebate %</u>	<u>Rebate \$ Value</u>	<u>Taxes Paid</u>	<u>Total</u>
1	75%	\$32,785	\$10,929	\$43,714
2	60%	\$26,228	\$17,486	\$43,714
3	45%	\$19,671	\$24,043	\$43,714
4	30%	\$13,114	\$30,600	\$43,714
5	15%	\$6,557	\$37,157	\$43,714
		<u>\$98,355</u>	<u>\$120,215</u>	<u>\$218,570</u>

Please note that the tax rebates only apply to the actual amount of property taxes paid by Martin Realty Company II, L.L.C. as it relates to the building addition only. Each rebate is reviewed annually by staff following submission of proof of payment by Martin Realty Company II, L.L.C.

Conclusion

As this memorandum indicates, Martin Realty Company II, L.L.C. (Martin Brothers) has begun construction on a 5,600 square foot office addition at its location at 6623 Chancellor Drive in the Cedar Falls Industrial Park. The proposed addition has a building permit valuation of \$1,568,979.00. Construction has already commenced and is anticipated to be completed this spring.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Martin Realty Company II, L.L.C. has been reviewed by Kevin Rogers, City Attorney, along with Nathan Overberg with Ahlers and Cooney Law Firm, and is attached for your review and approval.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

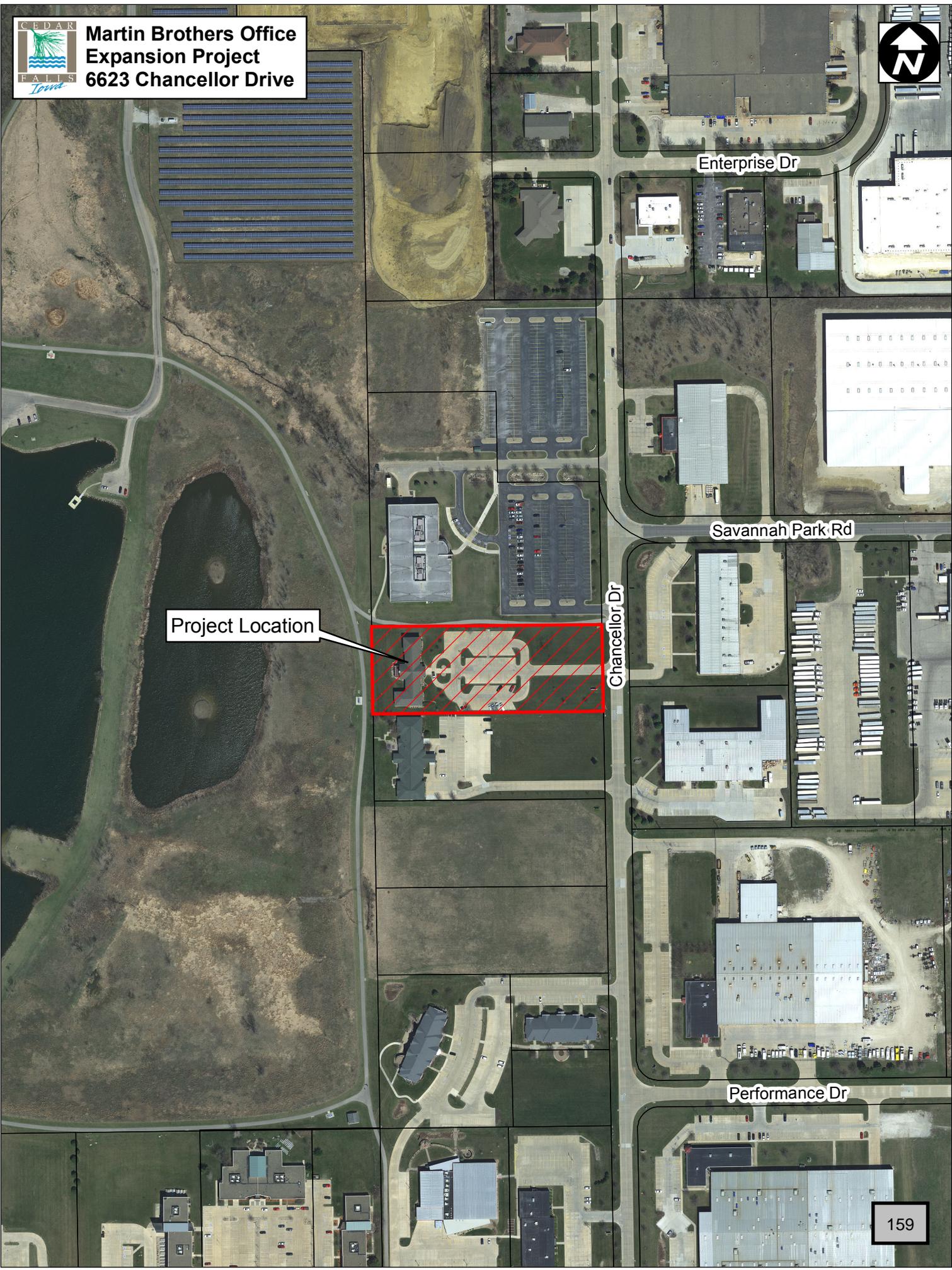
1. Resolution approving and authorizing execution of an Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Martin Realty Company II, L.L.C.

If you have any questions regarding the proposed Martin Realty Company II, L.L.C. economic development project, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Ethan Dewall, Martin Brothers



**Martin Brothers Office
Expansion Project
6623 Chancellor Drive**



Project Location

Enterprise Dr

Savannah Park Rd

Chancellor Dr

Performance Dr

Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND MARTIN REALTY COMPANY II, L.L.C.

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Area be developed as part of the overall development area covered by the Plan; and

WHEREAS, the City has received a proposal from Martin Realty Company II, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Corporate/Professional Office Facility Addition totaling at least 5,600 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, one of the obligations of Developer involves job creation/retention on the Development Property; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of up to five (5) consecutive annual payments of Economic Development Grants to Developer equivalent to a declining percentage of the tax increments that would be generated by the construction of the Minimum Improvements under Iowa Code Section 403.19; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Act") authorize cities to make grants to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as allowed by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to the provision of the grants under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

MARTIN REALTY COMPANY II, L.L.C.

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Martin Realty Company II, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6623 Chancellor Drive, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Building Permit Valuation Amount means the amount described in Section 3.2 of this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

Corporate/Professional Office Facility Addition means the Minimum Improvements.

County means the County of Black Hawk, Iowa.

Developer means Martin Realty Company II, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Minimum Improvements shall mean the construction of a Corporate/Professional Office Facility Addition totaling at least 5,600 square feet of finished space, together with all related site improvements described in the Construction Plans, to be constructed on the Development Property as outlined in Exhibit B hereto.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (e) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (f) The Development Property is zoned "M-1, Light Industrial District". The "M-1, Light Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct a Corporate/Professional Office Facility Addition ("Minimum Improvements") on the Development Property pursuant to this Agreement.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer has caused or will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban

Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.

- (g) The Developer has obtained all required permits, licenses and approvals, and met all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements were lawfully constructed.
- (h) The construction of the Minimum Improvements required a total investment of not less than One Million Five Hundred Sixty-Eight Thousand Nine Hundred Seventy-Nine Dollars and no/100 Dollars (\$1,568,979.00).
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed and a certificate of occupancy obtained by the 1st day of June, 2019. The Minimum Improvements were fully assessed as of January 1, 2019.

- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer has caused Construction Plans to be provided for the Minimum Improvements and the City has approved of the Construction Plans. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Five Hundred Sixty-Eight Thousand Nine Hundred Seventy-Nine Dollars and no/100 Dollars (\$1,568,979.00).

Section 3.2 Building Permit Valuation Amount. The Developer has received a building permit from the City in connection with the construction of the Minimum Improvements on the Development Property based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Five Hundred Sixty-Eight Thousand Nine Hundred Seventy-Nine Dollars and no/100 Dollars (\$1,568,979.00).

Section 3.3. Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be completed and a certificate of occupancy to be obtained (i) by no later than the 1st day of June, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit

designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.4. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession

or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.

- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
 - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any

act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.

- (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. OTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.2 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.3. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, deferral or abatement, either presently or prospectively authorized under any local, State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Corporate/Professional Office Facility Addition shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Employment Obligations. Developer shall employ and retain a total Monthly Average of at least 3 Full-Time Equivalent Employment Units at the Development Property by at least July 1, 2019, until the Termination Date.

“Full-Time Equivalent Employment Unit” means the employment of one natural person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations, and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations, and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

“Monthly Average” means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification in Section 6.9 and in Exhibit D.

Section 6.9. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; (b) the current assessed value of improvements on the Development Property; (c) certifications of the number of Full-Time Equivalent

Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (d) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2019, and ending on November 1, 2023, both dates inclusive.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for

the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that prior to termination of the Termination Date:

- (a) Except only for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this

Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event

the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by the Developer in this Agreement, specifically, the Developer’s obligation to construct the Minimum Improvements on the Development Property as described in Article III and employing employees therein as described in Section 6.8, and in furtherance of the goals and objectives of the Urban Renewal Plan and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Agreement and to the terms of this Article VIII as of the date of each payment, to make five (5) annual payments to the Developer (“Economic Development Grants”). The grants shall commence on or about May 31, 2021, and shall end on or about May 31, 2025, as set forth in the chart below. Each grant shall be calculated as follows:

- (a) First, a Base Grant Amount shall be calculated for the applicable grant as follows: taxable value of improvements/buildings on Development Property (excluding taxable value of the land) as of the date in column C of the chart below minus the Base Value and then multiplied by the Net TIF Levy.
 - a. For purposes of this Agreement, the Base Value is the taxable value of the improvements/buildings on the Development Property (excluding taxable value of the land) as of January 1, 2018, which is \$1,158,100.
 - b. For purposes of this Agreement, the Net TIF Levy for each Grant shall be determined under Iowa Code section 403.19 as of the date in column C of the chart below (as an example, as of January 1, 2019 the Net TIF Levy is \$27.86).
- (b) Second, the Base Grant Amount shall be multiplied by the applicable percentage in column D of the chart below to determine the amount of Economic Development Grant for the corresponding year.

A	B	C	D
Date of Payment of Grant	Date of Developer’s Annual Certification Per Section 6.9	Taxable Value of Improvements on Development Property (excluding land) and Net TIF Levy as of the Following Date Used to Calculate the Base Grant	Amount of Payment as a Percentage of Base Grant Amount

		Amount	
1. May 31, 2021	November 1, 2019	January 1, 2019	75%
2. May 31, 2022	November 1, 2020	January 1, 2020	60%
3. May 31, 2023	November 1, 2021	January 1, 2021	45%
4. May 31, 2024	November 1, 2022	January 1, 2022	30%
5. May 31, 2025	November 1, 2023	January 2, 2023	15%

- (c) For example and for illustrative purposes only, because the taxable value of the improvements on the Development Property as of January 1, 2019 is \$1,559,610, then the Base Grant Amount for the May 31, 2021 grant is (\$1,559,610 - \$1,158,100) multiplied by the Net TIF Levy of \$27.86, or \$11,186. That Base Grant Amount would be multiplied by the percentage in column C (75%), to result in a May 31, 2021 Grant payment of \$8,389.50, provided the terms and conditions of this Agreement are satisfied as of the time payment.
- (d) Should the Developer successfully protest the assessed value of the improvements on the Development Property and be reimbursed by the County for overpaid taxes for any fiscal year in which Developer has already received Economic Development Grants, the City may: (i) reduce any subsequent Grants by an amount equivalent to the portion of the prior Grants that would not have been paid if the improvements had originally been assessed at the adjusted value; or (ii) recoup from Developer an amount equivalent to the portion of the prior Grants that would not have been paid if the improvements had originally been assessed at the adjusted value if the set off in (i) is not available or feasible. If there is an open PAAB appeal or related proceeding or protest that is unresolved as of the Termination Date with respect to any fiscal year for which an Economic Development Grant was paid to Developer, this Section 8.1(d) shall survive the termination of the Agreement.
- (e) Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the terms of this Article VIII and Article X.

Section 8.2. Conditions to Payment of Economic Development Grants.

- (a) The obligation of the City to make an Economic Development Grant to the Developer under Section 8.1 of this Article in any year shall be subject to and conditioned upon all of the following:
- (1) the timely filing by the Developer of the annual statement, proof and certification required under Section 6.9 hereof and the City Council's approval thereof. If the Developer's annual statement, proof and certification is timely filed and contains the information required under Section 6.9 and the City Council approves of the same, the City shall certify to the County prior to

December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer by May 31 of said following fiscal year, as shown in the schedule set forth in Section 8.1.

- (2) In the event that the annual statement, proof or certificate required to be delivered by the Developer under Section 6.9 is not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer under Section 8.1 of this Article in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing. In the event Developer fails to timely file an annual statement, proof or certificate due to an Unavoidable Delay and, as a result, an Economic Development Grant cannot be made, the Developer may give written notice to the City and, if the City finds that Developer's failure is due to an Unavoidable Delay, the missed Economic Development Grant shall be made in the year succeeding the last scheduled Economic Development Grant under Section 8.1, subject to Developer's filing under Section 6.9 and all other provisions of this Article VIII with respect to such Grant.
- (3) In the event that any certificate filed by the Developer under Section 6.9 discloses, or the City is otherwise aware of, the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any further payments to the Developer in respect of the Economic Development Grants described in this Article VIII, and may proceed to take one or more of the actions described in Section 10.2 hereof.

Section 8.3. Source of Grant Funds Limited.

(a) The Economic Development Grants described in Section 8.1 of this Agreement shall be payable from and secured solely and only by amounts deposited and held in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund. The City hereby covenants and agrees, subject to this subsection, to maintain the Ordinance in force during the term hereof to the extent allowed by law, and to apply the appropriate incremental taxes collected in the Area to pay the Economic Development Grants, as and to the extent set forth in Article VIII hereof. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provisions shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

(b) Notwithstanding the provisions of Article VIII hereof, the City shall have no obligation to make an Economic Development Grant to the Developer, if at any time during the term hereof the City Council fails to appropriate funds or the City receives an opinion or decision from a court of competent jurisdiction to the effect that the use of Tax Increments to fund an Economic Development Grant to the Developer, as contemplated under said Article VIII, is not authorized or otherwise is not an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a copy of the same to the Developer. In the event of non-appropriation, or if the circumstances or legal constraints giving rise to the

opinion continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Article VIII, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

(c) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants under this Article VIII, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (c) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (d) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to the job obligations in Section 6.8;
- (e) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (f) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or

- (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (g) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) The party who is not in default may terminate the Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but

each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to

another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Brooks Martin
Member
Martin Realty Company II, L.L.C.
6623 Chancellor Drive
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Reserved.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. 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 permitted successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on December 31, 2025, unless terminated earlier under the terms hereof.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.14. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.15. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as

applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.16. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.17. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Martin Realty Company II, L.L.C.,
an Iowa limited liability company

By: _____
Brooks Martin, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the ____ day of _____, 2019, by Brooks Martin, Member, Martin Realty Company II, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 3, Cedar Falls Industrial Park Phase XIII, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.87 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Corporate/Professional Office Facility Addition totaling at least 5,600 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	August 1, 2018
First Full Assessment	January 1, 2019
Issuance of Occupancy Permit	June 1, 2019

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Martin Realty Company II, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6623 Chancellor Drive, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 3, Cedar Falls Industrial Park Phase XIII, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.87 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

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

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D
DEVELOPER'S ANNUAL CERTIFICATION
(due by November 1 as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Annual Certification, Developer is and was in compliance with the Agreement as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 2019, and the improvements on the Development Property are currently assessed at \$_____;

(iii) the number of Full-Time Equivalent Employment Units employed by Developer at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Retailer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

By: _____

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Martin Realty Company II, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for Martin Realty Company II, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2019, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement; and the Development Agreement has been

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement or the Developer's ability to perform its obligations thereunder.

Very truly yours,

By: _____

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Martin Realty Company II, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6623 Chancellor Drive, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lot 3, Cedar Falls Industrial Park Phase XIII, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.87 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2019, and terminates on the 31st day of December, 2025, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Martin Realty Company II, L.L.C.
an Iowa limited liability company.

By: _____
Brooks Martin, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

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

This record was acknowledged before me on the ____ day of _____, 2019, by Brooks Martin, Member, Martin Realty Company II, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

From: Hillery Oberle
Sent: Saturday, February 16, 2019 11:30 AM
To: Jim Brown
Cc: Stephanie Sheetz; Karen Howard
Subject: Re: Planning & Zoning Commission Resignation - Hillery Oberle

Mayor Brown:

After talking with Karen Howard about the timing of my departure from Planning and Zoning, I would like to amend my prior letter. I will stay on and serve one more month to help with the transition to new commissioners. My final commission meeting will be March 27th.

Please contact me with any questions.

Thank you!
Hillery

On Jan 30, 2019, at 6:27 PM, Hillery Oberle <hillery.oberle@gmail.com> wrote:

Dear Mayor Brown,

I am writing to inform you of my decision to resign from the City of Cedar Falls Planning & Zoning Commission. My final commission meeting will be Feb. 13th.

My other commitments have become too great for me to be able to give the appropriate time and attention to the Planning & Zoning Commission. This is very important work, and it is best for me to make room for someone else to contribute to our city and community in this capacity.

I am grateful for having had the opportunity to serve on the Planning & Zoning Commission for the last seven years. I am proud of the Commission's actions and its role in shaping the city during this time. It's been a pleasure working with the city's Planning Division staff and with my fellow commissioners.

Thank you for all you do to make Cedar Falls grow and thrive for the long term.

Sincerely,

Hillery Oberle



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: March 8, 2019
SUBJECT: Appointment/Reappointment

I am recommending the following appointment and reappointment:

Name:	Board/Commission:	Term Ending:
Jeanine Johnson	Historic Preservation Commission (reappointment)	03/31/2022
Leslie Prideaux	Planning & Zoning Commission (Effective 04/01/2019 - replaces Hillery Oberle who resigned and will be done on 03/31/2019.)	11/01/2021

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Leslie J Prideaux
First MI Last

Gender: F

Date: February 10, 2019

Home Address: 2923 Quail Hollow Lane, Cedar Falls, IA 50613

Phone: 319-404-2381

Work Address: 304 Commons, Cedar Falls, IA 50614

Phone: 319-273-3093

Email Address: leslie.prideaux@gmail.com

Cell: 319-404-2381

Employer: University of Northern Iowa

Position/Occupation: Director of Alumni Relations

If Cedar Falls resident, length of residency: Five Years

Ward: Three

NOMINEE FOR: Planning and Zoning 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.)

Visitors and Tourism Board, 2016-Present, Vice Chair

Greater Cedar Valley Alliance and Chamber, 2018-Present, Treasurer

Council for the Advancement and Support of Education, 2009-Present, Member

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

Energetic professional with eleven years of experience and a proven track record of success in public relations, program management, project implementation, and community outreach for mission-oriented organizations. Excel in managing multiple projects concurrently with strong detail, problem solving, and follow-through capabilities. Demonstrated ability to work collaboratively with diverse groups for a joint endeavor. Expertise in developing public outreach initiatives and strong advocacy networks, targeting specific communities. High level of performance in relationship building, decision-making, and communicating.

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

I would like to be appointed to the Cedar Falls Planning and Zoning Commission because I am passionate about the prosperity of Cedar Falls. As a Cedar Valley native growing up in Waterloo, I wanted nothing more than to leave this area because I believed that it lacked essential qualities I desired in a vibrant community. I lived in Iowa City for a decade and returned to the area for a position at the university. I found that Cedar Falls had taken smart steps towards becoming an exciting, thriving community. The investment in the Main Street district and recreational trails has created a unique combination of a safe small town feel while offering amenities expected in a larger city. Cedar Falls has an opportunity to expand with smart growth strategies including infill development and utilizing existing infrastructure versus needlessly expanding into valuable agricultural land. I believe that we can work together to have a thoughtful, sustainable growth plan continuing to build on the solid foundation already in place.

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.

My spouse, Steve Prideaux, works for a private engineering firm (HR Green) that contracts with various municipalities across the country. Recently, they have not worked with the city of Cedar Falls, but potentially could in the future. Steve is their only urban planner on staff.

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to 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, I believe I am familiar with the workings and responsibilities of the Planning and Zoning Commission. The role requires commission members to consider city staff recommendations related to zoning ordinance amendments, site plans, long range planning documents, etc. and ultimately vote as a group recommending future actions to city council.

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

The recent infill development occurring in downtown Cedar Falls is encouraging. There is a growing level of excitement in the urban core for increasing both retail and living space opportunities. I believe the City should continue promoting sustainable development that focuses on smart growth principles such as walkability and use of existing infrastructure. Alternatively, I think the City could do a better job encouraging the placement of single-family residential neighborhoods. In terms of overall function, I do believe the City is working in an orderly fashion.

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

Yes, I am willing to support existing City policies and regulations relating to planning, zoning, and subdivisions.

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

I am not overly familiar with the specifics of the code but I have a good understanding of how it applies to development. The regulations help the city control the use of properties (e.g. residential, commercial, industrial, etc.) and built environment (e.g. setbacks, height, parking requirements, etc.).

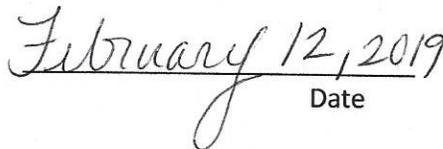
5. The Planning & Zoning Commission meets the second and fourth Wednesday of the month at 5:30 pm. Are you able to attend those meetings each month?

I travel for work frequently and may have to call into a couple of meetings per year and may have to be absent for a couple of meetings per year.

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

My role on the Commission is to thoughtfully consider city staff recommendations, ask clarifying questions, discuss concerns with proposals, and make recommendations to the city council on changes to or new proposed amendments or regulations that affect present and future city plans.


Signature


Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 4, 2019

The Committee of the Whole met in the Council Chambers at 6:25 p.m. on March 4, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier*, Leslie Prideaux, and other members of the community also attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Planning & Zoning Commission Interview – Leslie Prideaux. Ms. Prideaux stated she is a native of the Cedar Valley and currently works at the University of Northern Iowa. A brief discussion was held.

Mayor Brown introduced the second item on the agenda, 2019 Municipal Operations & Programs Work Plan. Mark Ripplinger Director of Municipal Operations and Programs reviewed the Municipal Operations and Programs 2019 Work plan, which included a variety of capital improvement projects and regular services they complete each year. Mayor Brown opened it for questions from the Council. Mr. Ripplinger answered questions about the removal of trees in the right of way due to the Emerald Ash Bore (EAB). He explained the severe cold weather may have slowed down the EAB but didn't eliminate it. Tom Blanford motioned to approve the Municipal Operations and Programs 2019 Work Plan, seconded by Susan deBuhr. The motion carried unanimously.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:44 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION
Cedar Falls Duke Young Conference Room
March 4, 2019

The City Council held a special work session in the Duke Young Conference room at 4:55 p.m. on March 4, 2019, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Rob Green, Daryl Kruse (via telephone), and Mark Miller. David Wieland was absent. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* attended.

Mayor Brown then introduced the first item on the agenda, Event Insurance. City Attorney Kevin Rogers reviewed a PowerPoint presentation to review the City's process for special events held on City property. He reviewed how the City regulates this through the current ordinances and Risk Management policies. He reviewed the current practice for various types of events. Mr. Rogers stated there are challenges with the current practice, including fire code, requirement for a permit and necessary language updates to the ordinances and Risk Management policies. He stated he did reach out to other cities on how they handle these types of events. He stated there are various levels of insurance requirements. Mr. Rogers stated the process should be streamlined to simplify the process; with one point of contact at the city and one application which should include all the necessary questions. Mr. Rogers reviewed the staff recommendations: (1) Amend Section 23-3 of the Code of Ordinances to conform to Council's desired regulation; (2) Direct staff to develop special event/street closure permit application form which will include various questions; (3) Publicize the new requirements once they are adopted; and (4) Enforcement of the new requirements to reserve discretion to issue citation to repeat offenders who violate the policy. A brief discussion was held and the council was in consensus with the staff recommendations.

Mayor Brown introduced the second item on the agenda E-Bikes. Mark Ripplinger Director of Municipal Operations & Programs stated there are currently no motorized vehicles allowed on the recreation trails. He explained how the State Code defines three classes of motorized bikes and stated they are different than a moped. Mr. Ripplinger stated city staff and Risk Management Committee recommends allowing Class I E-bikes to use the trail system. He stated the Park & Recreation Commission review the three classes and recommends allowing Class I and Class II and the Bike Pedestrian Committee recommends all three classes be allowed. Roger White with the Bike & Pedestrian Committee stated it is hard to tell the difference in the three types of E-bikes other than with speed. He stated both the City of Hudson and Waterloo are reviewing their ordinances. After a brief discussion the council consensus was to allow Class I, Class II and Class III E-bikes.

There being no further discussion, Rob Green motioned to adjourn the work session, Frank Darrah seconded the motion, and the motion carried unanimously. Mayor Brown adjourned the meeting at 6:20 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2019

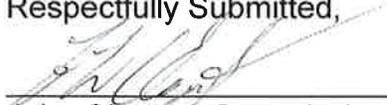
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Adam Spray	407	0	407
2	Bruce Earnest	395	0	395
3	Don McKinney	349	29	378
3	Greg Rekwad	378	0	378
5	Billy Jones	370	0	370
6	Ryan Doland	367	0	367
6	Holly Hartley	367	0	367
8	William Hook	354	0	354
9	Bennie Atkins	343	0	343
10	David McRae	333	0	333
11	Chad Linck	320	0	320
12	Victoria Satterlee	299	0	299

Respectfully Submitted,


John Clopton, Commission Chairperson


Sue Armbricht, Commissioner

Vacant 3-13-19

Orig: Jacque Daniels, City Clerk
Cc: Ron Gaines, City Administrator
Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2019

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

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Angela Daniels	576		576
2	Amanda Huisman	574		574
3	Gabrielle DeWitt	570		570
3	Amanda Goodman	570		570
5	Molly Elder	534	32	566
6	Tina Ahlberg	540		540
7	John Brooks	539		539
8	Terry Hudson	504	32	536
9	Joseph Ehrich	524		524
10	Dianne Gregory	518		518
11	Lindsay Pieters	512		512
11	Steve Schmadeke	512		512
13	Sommer Amdor	502		502
13	Kimberly Recker	502		502
15	Andrew Mauer	501		501
16	Sean Hylton	500		500
17	Matthew Horihan	496		496
17	Amy Hunzelman	496		496
17	Charles Hutchings	496		496
20	Timothy Jamison	495		495
21	Shelby Gappa	488		488
21	Susie Hines	488		488
23	Benjamin Schmitz	485		485
24	Jesse Gavin	481		481
25	Tina Hinz	480		480

26	Dawn Shipp	478		478
27	Carly Pagel	475		475
28	Sarah Bartling	471		471
28	Rebecca Eberhard	471		471

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Ambrecht, Commissioner

Vacant 3-13-19

Orig: Jacque Danielsen, City Clerk

Cc: Ron Gaines, City Administrator
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2019

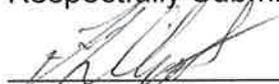
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Shane Graham	722		722
2	Lindi Roelofse	660		660
3	Michael Hahn	612		612
4	Jeanne Mentel	519		519

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Armbrrecht, Commissioner

Vacant 3-13-19

Orig: Jacque Danielsen, City Clerk

Cc: Ron Gaines, City Administrator
Civil Service Records

CIVIL SERVICE COMMISSION
 City of Cedar Falls
 CEDAR FALLS, IOWA

March 13, 2019

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

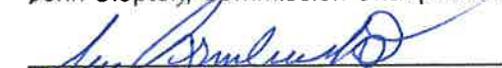
Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Jeffrey Mayer	737		737
2	Michael Mennen	718		718
3	Eric Benson	660	41	701
4	Jason DeWitt	699		699
5	Shelby Gappa	671		671
6	Christian Stow	651		651
7	Matthew Tribble	589		589
8	Michael Johnson	584		584
9	Madison Steffen	574		574
10	Logan Wolf	512	41	553
11	Tim Parsons	550		550
12	Cory Wagner	531		531
13	Kolton Schlichting	520		520
14	Blake Lybbert	512		512
15	Brian Sahlin	511		511
16	Nick Swenston	505		505
17	Elliott Eggleston	501		501
18	John Allen	496		496

Respectfully Submitted,


 John Clopton, Commission Chairperson


 Sue Armbrecht, Commissioner

Vacant 3-13-19

Orig: Jacque Daniels, City Clerk
 Cc: Ron Gaines, City Administrator and Civil Service Records



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 T. Brown and City Council
FROM: David Sturch, Planner III 
DATE: March 12, 2019
SUBJECT: Temporary Sign Request
56th Annual Waterloo –Cedar Falls Coin Show

This office received the attached request from the Waterloo-Cedar Falls Coin Club to place temporary signs for the 57th Annual Waterloo-Cedar Falls Coin Show. The event is on Sunday, March 31, 2019 at the Waterloo Center for the Arts.

The Waterloo-Cedar Falls Coin Club requests permission from the City of Cedar Falls to place promotional signing for their upcoming annual Coin Show on March 31, 2019. This past year the Coin Club teamed up with the Boy Scouts for their “Money Night” and the Cedar Falls Public Library to present “The History of Coins”. This year, the show will feature a special exhibit of Franklin half dollars. The coin show is free admission and open to the public

The signs will be a typical “realtor’s” sign measuring 24” wide by 32” tall located at the intersections of 18th and Main; 18th and Waterloo Road; 1st and Hudson Road and 1st and Franklin Street. The signs will be displayed on Monday, March 25, 2019 and be removed on Sunday, March 31, 2019. The signs will be placed in a location that will not obstruct the vision of motorists.



The Planning and Community Services Division recommends approval to display the temporary signs at the four locations on March 25, 2019 through March 31, 2019 for the Coin Show.

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

xc: Stephanie Sheetz, Community Development Director
Jeff Olson, Public Safety Director
Karen Howard, Planning & Community Services Manager

Waterloo-Cedar Falls Coin Club
March 12, 2019

Mayor and Council
City of Cedar Falls

The Waterloo-Cedar Falls Coin Club requests permission from the City of Cedar Falls to place promotional signing for our upcoming annual Coin Show on March 31 of this year at the Waterloo Center for the Arts. Last year's show was our most successful to date, with many families joining us for the afternoon. The young numismatists who attended had a great time and we made sure no one went home empty handed, with plenty to get them started on their own collection. This past year, we continued our collaboration with the Boy Scouts for their "Money Night" and we teamed with the Cedar Falls Public Library to present "The History of Coins" this past summer. Cedar Falls' own Matt Zahari will be displaying his outstanding collection of Franklin half dollars at our show and will be educating our guests on the history of this popular coin. We will have 20 vendors and expect 300 to 400 guests. As always, it is free to attend.

We wish to place four signs at the following locations.

- 18th and Main
- 18th and Waterloo Road
- 1st Street and Hudson Road
- 1st Street and Franklin

We would place the signs on Monday before the show and pick them up Sunday afternoon, immediately after. The signs are 24 inches wide by 32 inches tall, similar to a typical realtor's sign.

We have received positive feedback from show patrons that tell us the signs are very effective.

We hope the Council will grant permission for us to promote our show.

Thank you,
Mark Cooper
221 Tremont Street
Cedar Falls, Iowa
Secretary/Treasurer of Waterloo-Cedar Falls Coin Club
American Numismatic Association and
Iowa Numismatic Association Member Club



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

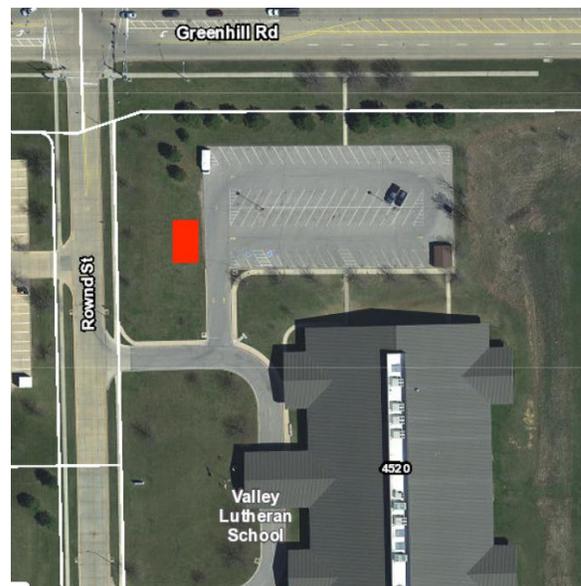
TO: Honorable Mayor James T. Brown and City Council
FROM: David Sturch, Planner III 
DATE: March 12, 2019
SUBJECT: Temporary Sign Request
Bull Sign – Valley Lutheran School

This office received the attached request to place the Randall's Bull Sign at 4520 Rownd Street, Valley Lutheran School on April 12, 2019. The students are planning a celebration for the Valley Lutheran School Class of 2019. The school administration has approved this request by the students.

The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will display a message similar to "The class of 2019 is moooving on! If approved, the sign will be located on the west side of the front parking lot as shown on the photo to the right. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display the temporary bull sign at 4520 Rownd Street on April 12, 2019.

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



xc: Stephanie Sheetz, Community Development Director
Jeff Olson, Public Safety Director
Karen Howard, Planning & Community Services Manager

Mayor and Council
City of Cedar Falls

Mr. Sturch,

My name is Ryley, I am a student at Valley Lutheran School. I contacted you last week about renting the bull from Randall's. Essentially, the students are planning on making it a 'senior going away' sign to put in the grass lot just to the west of the north parking lot at Valley Lutheran School on Rownd Street. The marquee will say something like "The class of 2019 is moooving on!" We do have approval from the school administration to do this, and I believe that the bull has been placed in that location before. We are planning on doing this on Friday, April 12. I have not worked out the delivery details with Randall's yet, but the plan, if possible, is to have the bull there during the day on April 12th and return it that evening. I do not know yet if they will deliver it the night before or the morning of. If you want me to get that information for you or anything else, let me know!

Thank you,

Valley Lutheran School Student Representative
Ryley H.



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: 03/14/2019
Re: Special Event Related Requests

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

- (1) Parking Variance, St. Patrick Catholic Church Garage Sale, April 24-26, 2019.



CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612



MEMORANDUM

To: Director/Chief Olson & Asst. Chief Berte
From: Captain Michael Hayes *MCH*
Date: 03-14-19
Re: Saint Patrick Catholic Church Garage Sale/Parking Variance

The Cedar Falls Police Department received a parking variance letter from Saint Patrick Church for their annual garage sale. The event will take place Wednesday, April 24th from 5:30 PM until 8:30 PM; Thursday, April 25th from 9:00 AM until 6:30 PM; and Friday, April 25th *26th* from 8:00 AM until 12:00 PM.

The parking variance is to allow parking in the 700 through 800 blocks of Washington Street, east side, and the 100 block of West 7th Street, the north side. Just as in years past it will be the church's responsibility to cover and uncover the parking signs in these areas.

We have not had problems with the parking variance in the past years of the garage sale and I believe we will not have problems this year. I would recommend the parking variance request.

okay
[Signature]
3-14-19

St. Patrick Catholic Church

705 Main Street
Cedar Falls, IA. 50613
Ph: 319-266-3523
Fax: 319-266-2179

March 5, 2019

City of Cedar Falls Police Department
220 Clay St
Cedar Falls, IA 50613

To whom it may concern,
St. Patrick Church is planning its annual garage sale. We are requesting permission to allow parking on the 700 and 800 blocks of Washington Street (the east side) and the 100 block of 7th Street (north side).

We will begin our sale on Wednesday, April 24, ²⁰¹⁹~~2018~~ at 5:30 PM until 8:30 PM.
Our Thursday hours are 9:00 AM to 6:30 PM and Friday 8:00 AM to noon.

In the past, we have covered the No Parking signs and uncovered them all at the end of the sale.

Thank you for your cooperation.

Sincerely,



Marie Stigliani (co-chair)
mstigliani@gmail.com
319-830-7454



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: March 14, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
- b) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- c) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- d) Lark Brewing, Deringer's Public Parlor & The Stuffed Olive, 314 Main Street, Class C liquor & outdoor service - new.
- e) Voodoo Lounge, 401 Main Street, Class C liquor - new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: March 5, 2019
SUBJECT: Revised Job Classifications – Director of Public Works & Director of
Community Development

Attached are revised job classifications for the Director of Public Works & the Director of Community Development. This is the first step in the proposed reorganization plan that was outlined to City Council during the goal setting process. This reorganization will move the Engineering and Water reclamation divisions in with the Public Works & Parks Operations and Maintenance division to create a more traditional Public Works department. The Recreation & Community Programs division and the Visitors & Tourism/Cultural division will move to Community Development. The Planning & Community Services division and Inspection Services division will remain in the Community Development department.

We are completing these revised job descriptions so the search for the new Director of Public Works may begin. We would hope to have the search completed in three to four months to allow for training before the retirement of Mark Ripplinger.

The next step in the reorganization process will be to bring forward to City Council the revisions of the Code of Ordinances that outline the duties of these new amended departments. We expect these ordinance changes to come forward in April.

If you have any questions regarding the job classifications or reorganization, please feel free to contact me.



JOB CLASSIFICATION

Job Title	Director of Public Works	Job Code	503
Department	Public Works	Pay Band	20
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018, 03/18/2019		

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

POSITION DEFINITION

Plan, direct, manage, and oversee the activities and operations of the Public Works Department, including public works operations and maintenance, parks maintenance and development, golf course maintenance and operations, cemetery operations, engineering services, and water reclamation; coordinate assigned activities with other city departments and outside agencies, organizations, and the general public; provide highly responsible and complex administrative support to the City Administrator.

SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Operations & Maintenance Manager, City Engineer, and Water Reclamation Manager.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume full management responsibility for all Public Works Department services and activities; develop and administer policies and procedures.
- Manage the development and implementation of the Public Works Department goals, objectives, policies, and priorities for each assigned service area; establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.



JOB CLASSIFICATION

- Plan, direct, and coordinate, through subordinate level personnel, the Public Works Department's work plan; meet with supervisory staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Oversee and participate in the development and administration of the Public Works Department budget; direct the forecast of funds needed for staffing, equipment, materials, and supplies; direct, monitor and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.
- Select, motivate, train and evaluate Public Works Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Participate in the development and administration of the city's Capital Improvement Program; prepare economic analyses, including cost estimates, and recommend sources of funding for the Public Works Department's capital projects.
- Review grant applications; actively identify and pursue additional sources of funding for the department's programs; develop financing alternatives
- Explain, justify, and defend Public Works Department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Represent the Public Works Department to other city departments, elected officials, outside agencies, and the general public;
- Provide staff assistance to the City Administrator, Mayor, and City Council; prepare and present staff reports and other necessary correspondence; provide staff support to assigned boards, commissions, and committees; attend a variety of meetings.
- Answer questions and provide information to the general public; respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Direct the development of long and short range planning; oversee development of facilities, programs and services as appropriate; evaluate the effectiveness of department programs and activities, and revise policies and resource allocations as necessary.
- Represent and act as City's liaison to a variety of local, state, and federal agencies.

OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council meetings.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in fields related to department's range of services and operations.



JOB CLASSIFICATION

- Participate in the work of subordinate staff; review plans and specifications on engineering programs.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive engineering, water reclamation, and public works program.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, development, and performance evaluation.
- Operations and maintenance procedures of public properties and cemeteries.
- Construction techniques involving streets and roads, drainage systems, and flood control.
- Principles and procedures of facility and fleet maintenance.
- Principles and procedures of refuse collection, recycling, and traffic signals and signage.
- Personnel management procedures and techniques.
- Recent developments, current literature and sources of information related to public works and park planning and administration.
- Principles and practices of public works, engineering, water reclamation and parks maintenance management.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Delegate authority and responsibility.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.



JOB CLASSIFICATION

- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including city and other government officials, community groups, the general public and media representatives.
- Respond professionally to citizens and the public as situations arise.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in civil engineering, water reclamation, or public works and parks program development and implementation, including at least three years of administrative and supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in civil engineering, parks and recreation, public works administration, public administration, business administration, economics, or a related field. Master's degree preferred.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office/field environment; work closely with others; work alone; irregular work hours; may occasionally be exposed to loud noises (>85dB), adverse and extreme weather conditions, working near moving equipment or vehicles, hazardous or toxic fumes, odors, or chemicals; may be exposed to contagious herbage diseases including poison oak.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, walking, and sitting for prolonged periods of time; occasional kneeling and bending during work activities; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Director of Community Development	Job Code	502
Department	Community Development	Pay Band	20
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 7/1/1998, 8/25/2003, 6/23/2014, 12/17/2018, 03/18/2019		

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

POSITION DEFINITION

Plan, direct, manage, and oversee the activities and operations of the Community Development Department, including planning & community Services, inspection services, recreation programs and services, visitors and tourism, and cultural services; coordinate assigned activities with other city departments and outside agencies; and provide highly responsible and complex administrative support to the City Administrator.

SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Planning & Community Services Manager, Inspection Services Manager, Recreation & Community Programs Manager, and Visitors & Tourism/Cultural Programs Manager.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume full management responsibility for all Community Development Department activities; assist with economic development activities and negotiations; recommend and administer policies and procedures.
- Manage the development and implementation of Community Development Department goals, objectives, policies, and priorities for each assigned service area; consult with the City



JOB CLASSIFICATION

Administrator, Mayor, City Council, and other city officials in the development of overall policies and procedures to govern the activities of the department.

- Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Plan, direct, and coordinate, through subordinate level managers, the Community Development Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Select, train, motivate, and evaluate Community Development Department personnel; provide direction to the department's managerial staff; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and coordinate the development and administration of the Community Development Department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Participate in the development and administration of the city's Capital Improvement Program; prepare economic analyses, including cost estimates, and recommend sources of funding for the Community Development Department's capital projects.
- Review grant applications; actively identify and pursue additional sources of funding for the department's programs; develop financing alternatives.
- Participate in economic development programs for the city; assist in contacting and marketing the city to outside agencies and enterprises.
- Explain, justify, and defend Community Development Department programs, policies, and activities; negotiate and resolve sensitive and controversial issues; present programs and market department's services and activities.
- Represent the Community Development Department and act as a liaison to other city departments, elected officials and outside agencies; coordinate activities with those of other departments and outside agencies including but not limited to: Iowa Department of Transportation, Economic Development Administration, Federal Highway Administration, Iowa Northland Regional Council of Governments, Cedar Valley Partnership, Black Hawk County, and the Federal Environmental Protection Agency.
- Provide staff assistance to and plan and coordinate department activities with the City Administrator, Mayor, and City Council; participate on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.



JOB CLASSIFICATION

OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council meetings.
- Participate in and complete special projects for the city.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields related to department's range of services and operations.
- Participate in the work of subordinate staff; assist in creating economic development programs; review program and facility budgets; work on the development of programs and exhibits.
- Oversee code enforcement and housing/block grant programs.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of comprehensive planning, building inspection, community services, and human and leisure services programs.
- Modern and complex principles and practices of public sector management.
- Organizational and management principles and practices as applied to the development, administration, analysis, and evaluation of programs, policies, and operational needs.
- Methods and techniques of effective grant application and proposal preparation.
- Advanced principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Management skills to analyze programs, policies, and operational needs.
- Pertinent federal, state, and local laws, codes, and regulations.
- Recent developments, current literature and sources of information related to recreation, visitors and tourism, and cultural services planning and administration.
- Principles and practices of planning, inspections, recreation, and visitors & tourism/cultural program management.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Delegate authority and responsibility.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including city officials, employees, business leaders, civic groups, and the general public.
- Respond professionally to citizens and the public as situations arise.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in urban planning, community development, inspection services, or human and leisure services, including at least three years of administrative and supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in urban planning, parks and recreation, fine arts, public administration, business administration, economics, or related field. Master's degree preferred.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.



JOB CLASSIFICATION

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; occasional kneeling and bending during work activities; general manual dexterity required for typing for prolonged periods of time.

CEDAR FALLS

PUBLIC LIBRARY

524 Main Street / Cedar Falls, Iowa 50613

MEMORANDUM

Cedar Falls Public Library

TO: Mayor Brown and City Councilmembers

FROM: Kelly Stern, Library Director

DATE: March 14, 2019

SUBJECT: Use Agreement for Community Center from NEI3A

The Northeast Iowa Area Agency on Aging (NEI3A) has, historically, used the Community Center facility adjacent to the library during weekday hours for programs for senior citizens. The most recent use agreement between the library and NEI3A has lapsed, and NEI3A has experienced staffing cuts that required re-examination of the previous agreement. During a series of meetings, NEI3A staff, Jennifer Rodenbeck, Amy Stuenkel (Public Services Librarian and Co-Interim Library Director), and I reviewed a new agreement provided by NEI3A to determine how best to continue NEI3A programs for seniors. We recommend adopting the resulting agreement, attached.

Thank you for your consideration.

PHONE
319.273.8643

FAX
319.273.8648

WEB
www.cedar-falls.lib.ia.us

FACILITIES USE AGREEMENT

By entering into this agreement, Northeast Iowa Area Agency on Aging, Inc. (NEI3A), an Iowa not for profit corporation, does contract with the City of Cedar Falls (Landlord) to use facilities owned and maintained by Landlord, at the location locally known as _528 Main Street Cedar Falls, Iowa 50613 on the following terms and conditions:

Facility Use: Use of Community Center for congregate meal and home delivered meal program and for use of activities.

- 1. TERM** The term of this Agreement is from March 6, 2019 through June 30, 2021. Either party may terminate this agreement upon 60 days' notice.
- 2. RENT** Rent shall be paid by NEI3A in the amount of (in-kind) per month
- 3. ADDITIONAL COSTS PAID BY NEI3A.** As incurred and billed by Landlord, NEI3A shall also pay the actual month cost for indicated premises cost: Monthly pest control.

OR

 all costs associated with facilities use are included in the amount of the rent,

- 4. LANDLORD CONTACT PERSON** Until otherwise notified in writing, Landlord's authorized contact person(s) for this Agreement shall be:

Name	Kelly Stern, Library Director, Cedar Falls Public Library
Address	524 Main Street, Cedar Falls, IA 50613
Telephone Number(s)	319-268-5541
E-mail	director@cedarfallslibrary.org

- 5. NEI3A CONTACT PERSON** Until otherwise notified in writing, NEI3A's authorized contact person(s) for this Agreement shall be:

Name	Bob Schaffe
Address	2101 Kimball Avenue
Telephone Number(s)	Waterloo, IA 50702
E-mail	bschaffer@nei3a.org

- 6. FACILITIES SPACE INCLUDED** The facilities being rented are:

all facilities at the above address or
 the room(s) or portions of the facility described as follows:

7. ADDITIONAL AMENITIES INCLUDED The facilities rental shall also include:

- adjacent parking sufficient or parking patron parking
- snow removal for adjacent sidewalks
- on-site general storage sufficient to store meal supplies: coffee, napkins food boxes, bingo prizes
- office supplies and Senior Center Activities Supplies.
- on-site exclusive storage sufficient to store decorations, records storage
- on-site locked storage sufficient to store Office supplies, computer, printer
- on-site exclusive locked storage sufficient to store _____
- dedicated land-line telephone
- shared land-line telephone
- long distance telephone use
- wireless internet service
- wired internet service
- janitorial service
- clean-up after events
- garbage removal service
- building directory listing
- signage
- bulletin board(s)
- space for signage to be located on _____
- furniture and equipment as follows Office desk and chair, community center tables and chairs
- premises security
- heat
- electricity

water and sewer
 other as follows: Front office space

- 8. KEYS** Keys shall be provided by Landlord in the following number:
- for outside entrance door # ___
 - for the portion of the building to be used for NEI3A's events and activities # ___
 - for locked storage areas # ___
 - Master key

All keys shall be returned to Landlord at the termination of the Agreement.

- 9. DAYS AND HOURS OF USE** The days and hours of facility use shall be limited to:

A.

Mondays	9:30__ o'clock A M. to ___12:30__ o'clock PM
Tuesdays	9:30__ o'clock A M. to ___12:30__ o'clock PM
Wednesdays	9:30__ o'clock A M. to ___12:30__ o'clock PM
Thursdays	9:30__ o'clock A M. to ___12:30__ o'clock PM
Fridays	9:30__ o'clock A M. to ___12:30__ o'clock PM

and as mutually agreed in writing in advance. The hours of use include the time for any related set-up and clean-up. Except for items stored in included storage facilities as set out above, all items brought into the facility by NEI3A must be removed at the end of the stated time.

OR

B. From 8:00 a.m. the first day of this Agreement to midnight on the last day of this Agreement with hours of use as may be determined by NEI3A.

- 10. SUBLEASE** NEI3A shall have the right and the ability to sub-lease all or a portion of the premises and shall provide Landlord with notice of the sub-lease and copies of all written sub-lease documents.
- 11. COMPLIANCE WITH CODES AND RESTRICTIONS** NEI3A agrees to ensure that the fire code will not be exceeded in any space at any time, health codes will be followed, and further agrees to abide by maintaining the facilities as being smoke free.
- 12. LANDLORD'S RESPONSIBILITY FOR PREMISES** Landlord shall keep the premises in good repair, including the roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating, stairs, elevators, and common areas.

13. NEI3A LIABILITY FOR LOSS OR DAMAGE AND INSURANCE NEI3A assumes liability for loss or damage to Landlord's property that results from use of facilities and agrees to hold Landlord harmless for loss or damage to the persons or property of its employees and guests while on the premises except those caused by Landlord's negligence or failure to maintain the structural premises. NEI3A agrees to obtain and maintain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$1,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured with regard to the facilities rented.

14. INSURANCE OF PERSONAL PROPERTY Landlord and NEI3A agree to insure their respective real and personal property for the full insurable value. The insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.

15. INDEMNIFICATION : NEI3A will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, due directly to the operations/events/activities and actions of NEI3A. Landlord will protect, defend, and indemnify NEI3A from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, not caused by negligence of operations/activities/events/actions of NEI3A.

16. OTHER TERMS AND CONDITIONS:

- a. NEI3A will notify the library director if the center will be closed or will open late.
- b. No food should be left out at the end of the NEI3A employee's shift.
- c. The refrigerator used by NEI3A for senior meals should be cleaned as needed.
- d. The coffee pot should be turned off before the NEI3A employee leaves.

17. GOVERNING LAW This Agreement shall be governed by the law of the State of Iowa.

18. HEADINGS Paragraph headings are for convenience only and shall not be construed as part of the contract terms.

19. ENTIRE AGREEMENT This constitutes the entire agreement between the parties and supersedes any prior written or oral agreement.

20. CERTIFICATION. NEI3A certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or

regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. NEI3A hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses arising from or related to any breach of this certification.

Landlord
by _____
Dated _____

Northeast Iowa Area Agency on Aging, Inc.
by _____
Dated _____



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: March 13, 2019
SUBJECT: W. 1st Street Reconstruction Project - Property Acquisitions
Project # RC-000-3118
State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
26	SMN 43, LLC	815 W. 1 st Street	Fee Permanent Easement Temporary Easement Tennant Agreement
48	Dorinda and Thomas A Pounds	704-706 W 1 st Street	Permanent Easement
49	J and M Bodensteiner LLC	714 W. 1 st Street	Permanent Easement

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20

under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1st Street reconstruction project.

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

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

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 815 W. 1st St.
PARCEL NO. 26

COUNTY TAX PARCEL NO.8914-12-151-006

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 5TH day of MARCH, 2019, by and between SMN 43, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **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>20,596.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>21,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>687</u>	sq. ft.	\$ <u>7,502.00</u>
Permanent Utility Easement	<u>823</u>	sq. ft.	\$ <u>4,469.00</u>
Temporary Easement	<u>3,240</u>	sq. ft.	\$ <u>5,625.00</u>
Miscellaneous/Other	<u>Cost to Cure</u>		\$ <u>3,000.00</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:
ROTH TAX & ACCOUNTING AND UNKNOWN. SUBTENANT
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: NONE

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.
- ~~13. The Seller has permission to add a single car driveway no closer than five (5) feet from the north property line off of College Street.~~ *pm*

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.

SMN 43, LLC

Paul R. Nielsen, Manager 3-5-19 _____
 Paul R. Nielsen/Title Date

For an acknowledgment in a representative capacity:

State of Arizona County of Maricopa

This record was acknowledged before me on March 5, 2019

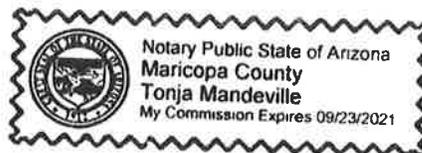
by Paul R Nielsen Name(s) of individual(s)

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

of SMN 43, LLC
 (name of party on behalf of whom record was executed).

Tonja Mandeville
 Signature of notarial officer

Tonja Mandeville
 Printed name of notarial officer
01-23-2021
 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 _____, 2019, 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

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 26 - SMN43, LLC

SCALE:
1"= 40'

DATE:
02/05/2019

PROJECT #:
STP-57-2(28) 00-07



Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 5TH day of MARCH, 2019, by SMN 43, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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.

SMN 43, LLC

Paul R. Nielsen, Manager 3-5-19
Name/Title Date Name/Title Date

For an acknowledgment in a representative capacity:

State of Arizona County of Maricopa

This record was acknowledged before me on March 5, 2019
by Paul R Nielsen Name(s) of individual(s)
as Manager (type of authority, such as officer or trustee)
of SMN 43, LLC
(name of party on behalf of whom record was executed).

Tonja Mandeville
Signature of notarial officer

Tonja Mandeville
Printed name of notarial officer
9-23-2021
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 _____, 2019.

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.

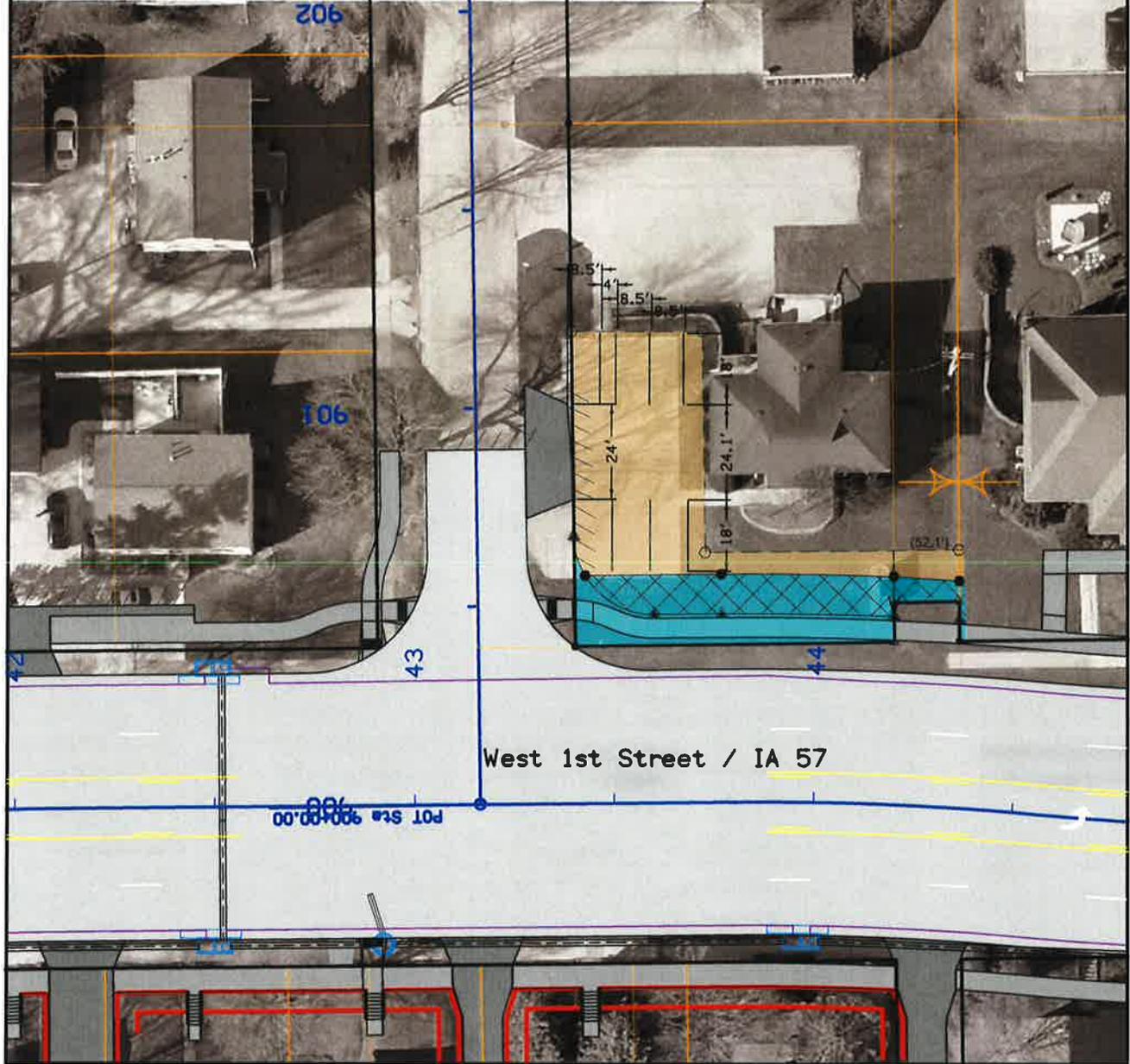
Notary Public in and for the State of Iowa

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 26 - SMN43, LLC

SCALE:
1" = 40'

DATE:
02/05/2019

PROJECT #:
STP-57-2(28)



#PLTDRVL#
#PENTBLL#
#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, SMN 43, LLC, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5th day of MARCH, 2019.

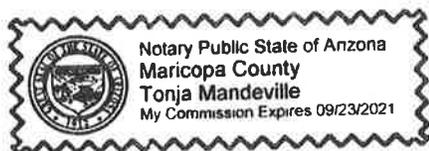
Paul R. Nielsen, Manager 3-5-19
Owner Date

Owner Date

STATE OF: Arizona)
) ss:
COUNTY OF: Maricopa)

This record was acknowledged before me on this 5th day of March, 2019, by
Paul R Nielsen as Manager

of SMN 43, LLC.



Tonja Mandeville
Notary Public in and for the State of ~~Iowa~~ Arizona

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2019.

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 _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

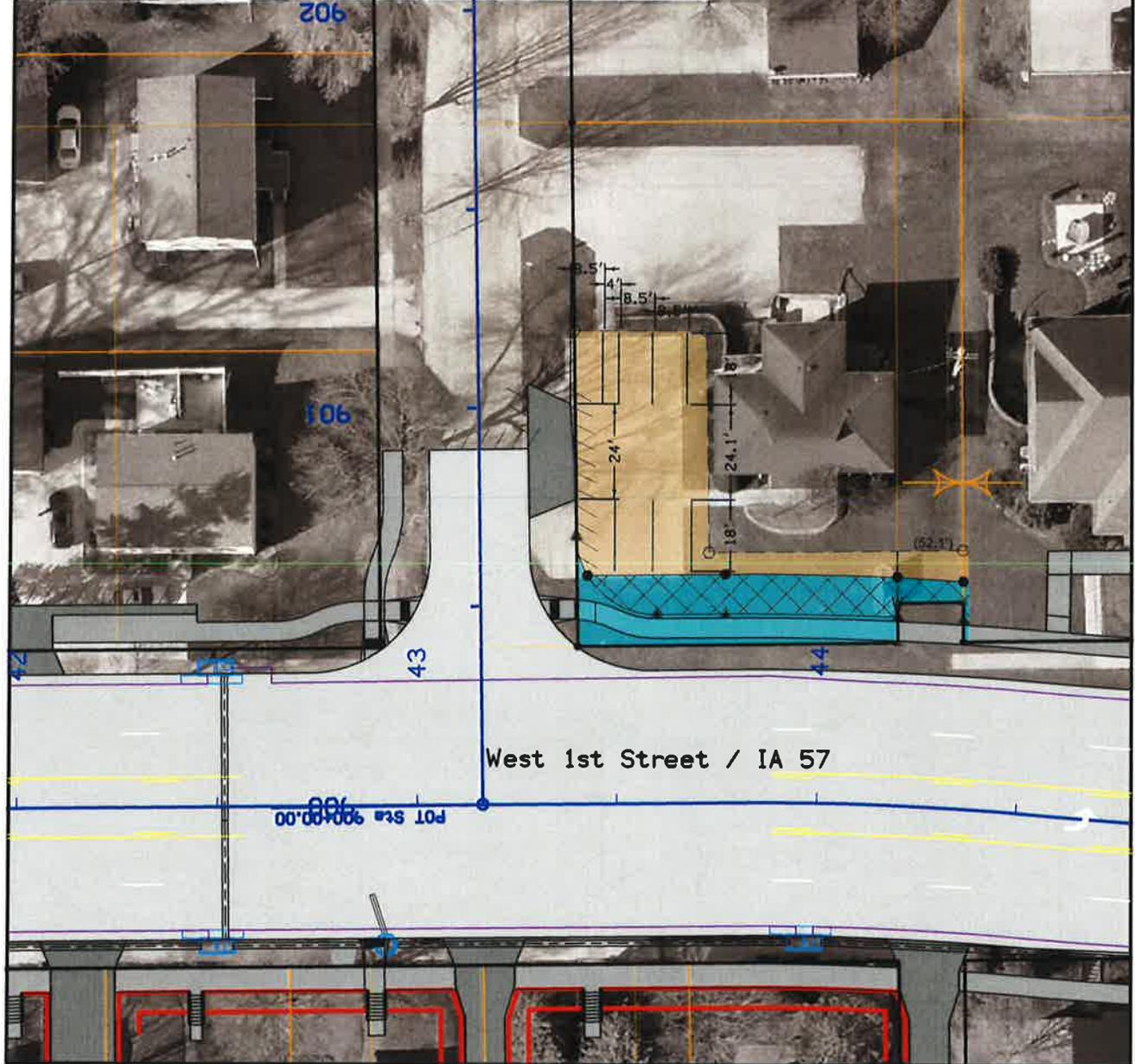
Signed this _____ day of _____, 2018.

Notary Public in and for the State of Iowa

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 26 - SMN43, LLC

SCALE:
1" = 40'

DATE:
02/05/2019

PROJECT #:
STP-57-2(28)



#PLTDRVL#
#FEATBL#
#SHEETNAME#

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 815 W. 1st St. **County Tax Parcel No:** 8914-12-151-006
Parcel Number: 25 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between
ASIAN MASSAGE d/b/a Asian Massage, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: SMN 43, LLC

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 (\$1,500.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are 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.

Asian Massage

Tina Yu (Owner) _____
Name/Title Date Name Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on 12/17, 2018

by TINA YU Name(s) of individual(s)

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

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

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-20
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.

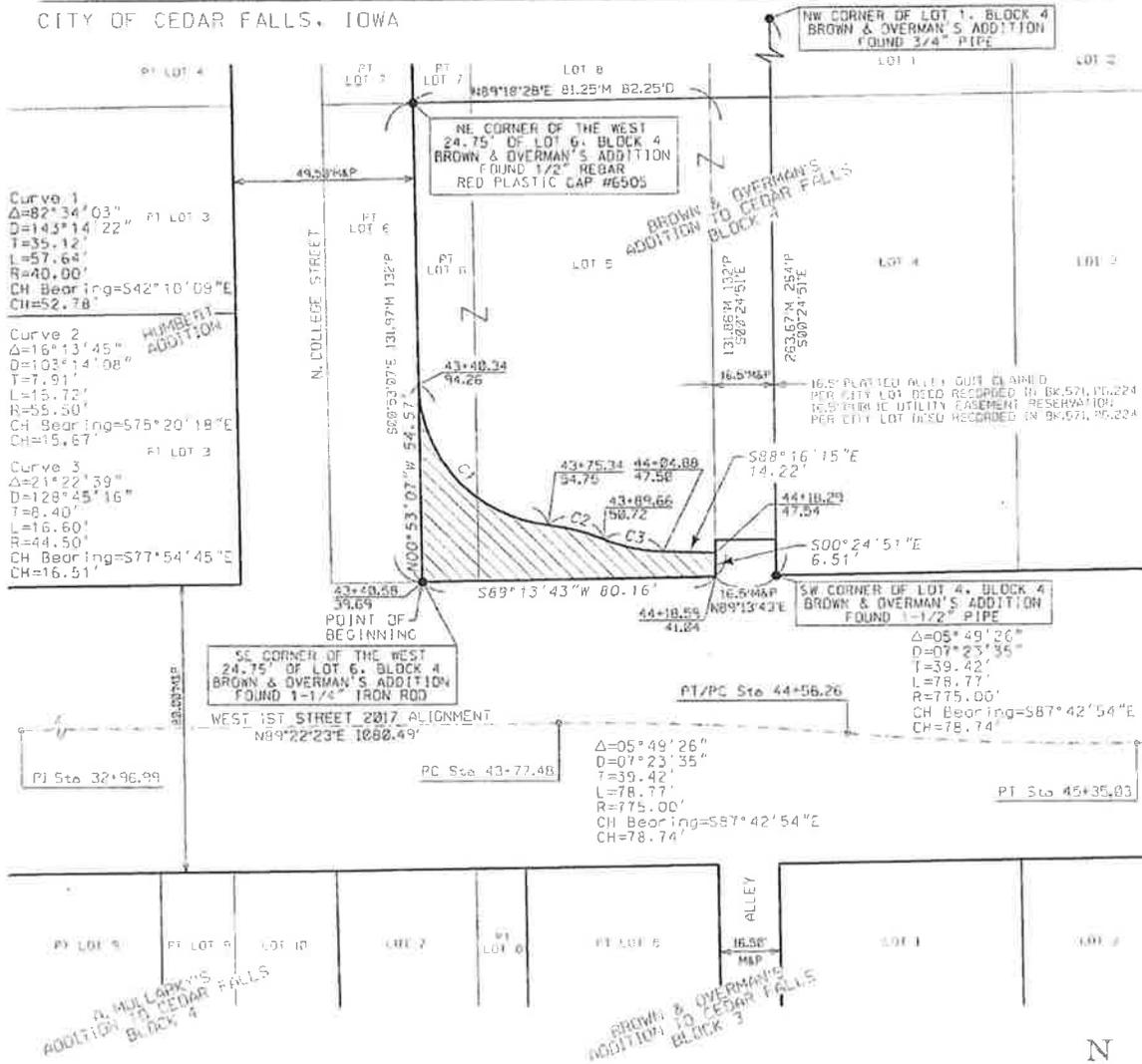
Notary Public in and for the State of Iowa

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. 26
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1,284 S.F. AC EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM SMN 43, L.L.C

CITY OF CEDAR FALLS, IOWA



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

Terry Coady 2-18-2018
 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 100T ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 26

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)--2C-07

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

A PART OF LOT 5 AND A PART OF LOT 6 OF, BLOCK 4, BROWN & OVERMAN'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 24.75 FEET OF SAID LOT 6 OF, BLOCK 4, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°53'07" WEST ALONG THE EAST LINE OF SAID WEST 24.75 FEET OF LOT 6, A DISTANCE OF 54.57 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 40.0 FEET, WHOSE ARC LENGTH IS 57.64 FEET AND WHOSE CHORD BEARS SOUTH 42°10'09" EAST, 52.78 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 55.50 FEET, WHOSE ARC LENGTH IS 15.72 FEET AND WHOSE CHORD BEARS SOUTH 75°20'18" EAST, 15.67 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 16.60 FEET AND WHOSE CHORD BEARS SOUTH 77°54'45" EAST, 16.51 FEET; THENCE SOUTH 88°16'15" EAST, 14.22 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00°24'51" EAST ALONG SAID EAST LINE, 6.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°13'43" WEST ALONG THE SOUTH LINE OF SAID LOT 5 AND LOT 6, A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,284 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

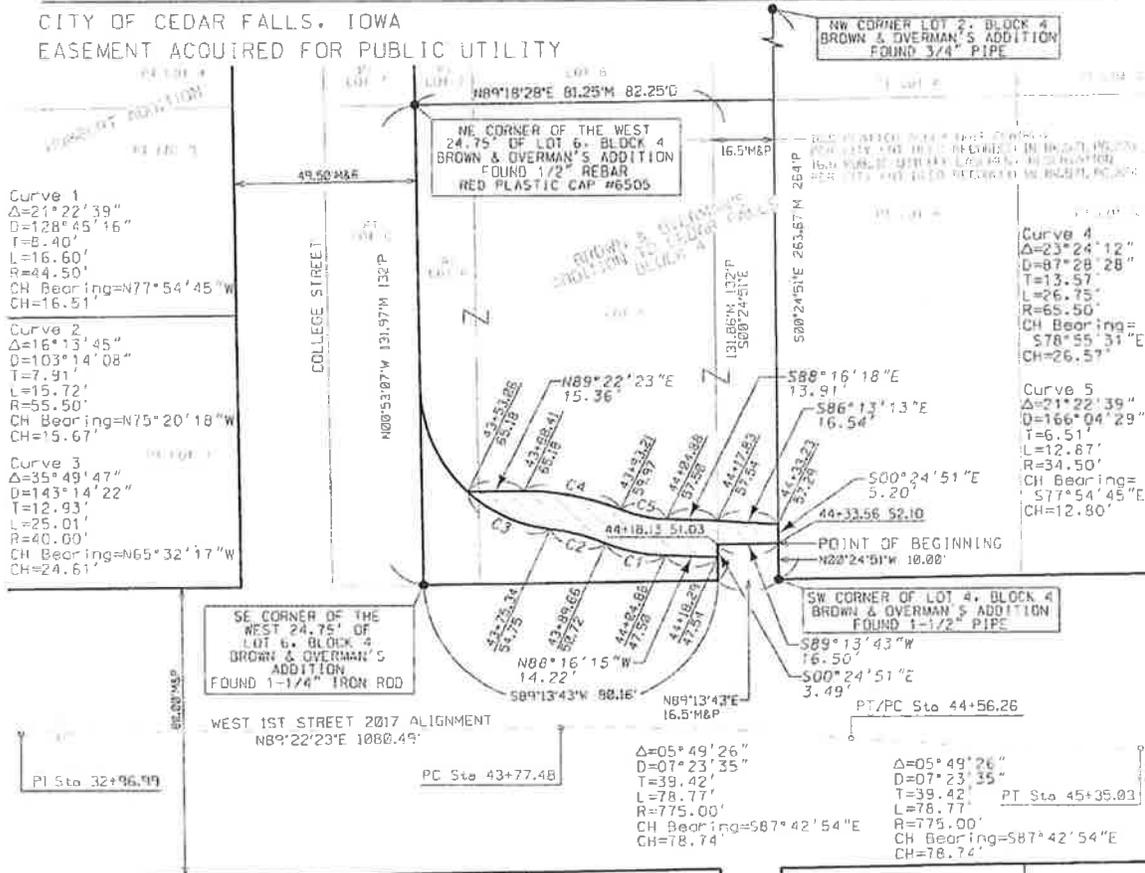
NOTE:

THE SOUTH LINE OF BLOCK 4 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR SOUTH 89°13'43" WEST.

**IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 26
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC. EASE 710 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM SMN43, L.L.C.

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

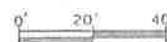


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody 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" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 26

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 5, A PART OF LOT 6 AND A PART OF NORTH/SOUTH ALLEY ALL IN, BLOCK 4, BROWN & OVERMAN'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 LOT 4, OF SAID BLOCK 4, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°24'51" WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°13'43" WEST, 16.50 FEET; THENCE SOUTH 00°24'51" EAST, 3.49 FEET; THENCE NORTH 88°16'15" WEST, 14.22 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 16.60 FEET AND WHOSE CHORD BEARS NORTH 77°54'45" WEST, 16.51 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 55.50 FEET, WHOSE ARC LENGTH IS 15.72 FEET AND WHOSE CHORD BEARS NORTH 75°20'18" WEST, 15.67 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 25.01 FEET AND WHOSE CHORD BEARS NORTH 65°32'17" WEST, 24.61 FEET; THENCE NORTH 89°22'23" EAST, 15.36 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 65.50 FEET, WHOSE ARC LENGTH IS FEET AND WHOSE CHORD BEARS SOUTH 78°55'31" EAST, 26.57 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 34.50 FEET, WHOSE ARC LENGTH IS 12.87 FEET AND WHOSE CHORD BEARS SOUTH 77°54'45" EAST, 12.80 FEET; THENCE SOUTH 88°16'18" EAST, 13.91 FEET; THENCE SOUTH 86°13'13" EAST, 16.54 FEET TO SAID WEST LINE OF LOT 4; THENCE SOUTH 00°24'51" EAST, 5.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (710 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

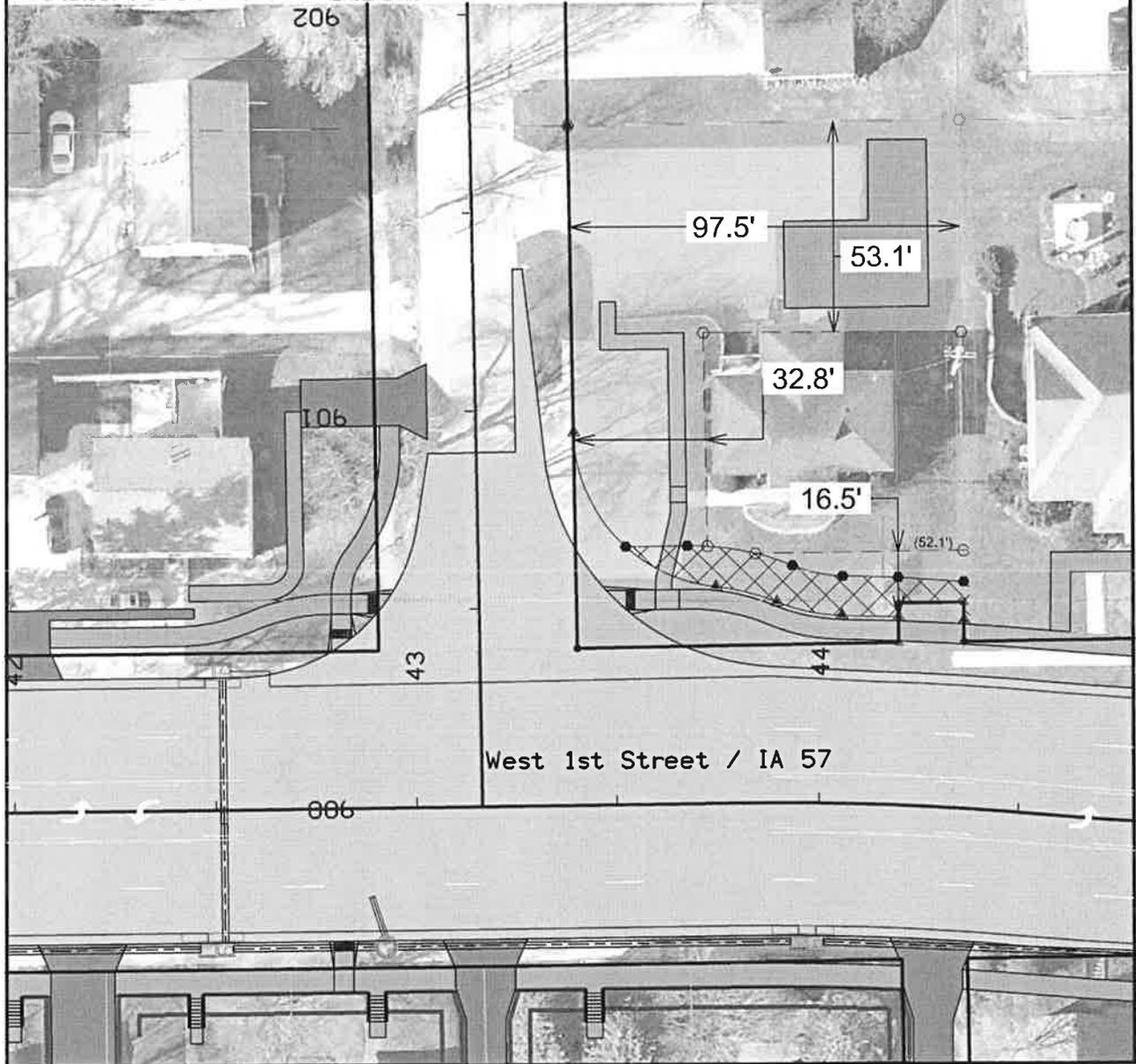
NOTE:

THE SOUTH LINE OF BLOCK 4 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR SOUTH 89°13'43" WEST.

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 26 - SMN43, LLC

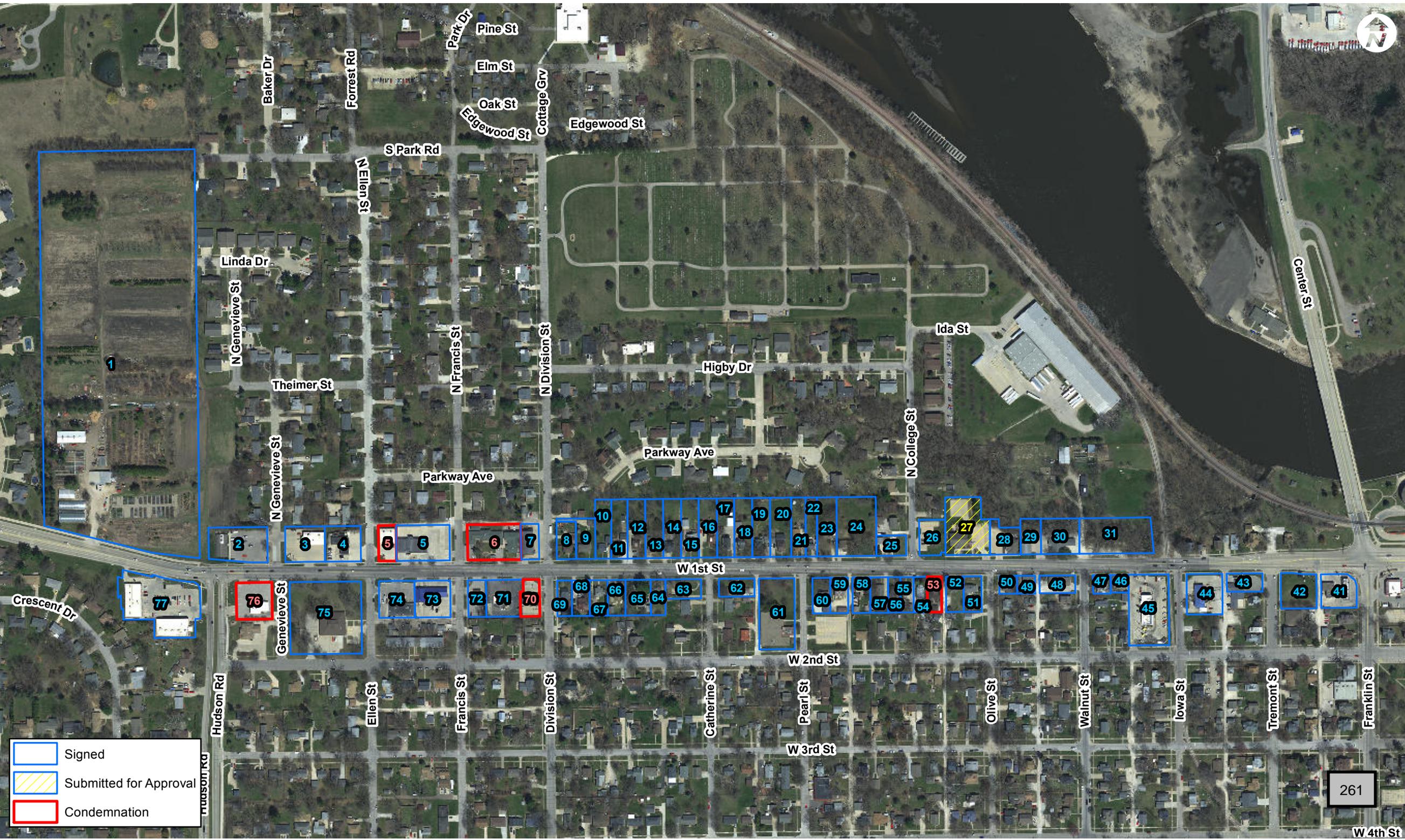
SCALE: 1" = 40'

DATE: 02/08/2018

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



#PLTDRVL#
#PENTBL#
#SHEETNAME#



-  Signed
-  Submitted for Approval
-  Condemnation

261

W 4th St

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, J & M Bodensteiner, L.L.C., 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, though, 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, obstructions, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13TH day of MARCH, 2019.


Jason Bodensteiner _____ Date _____

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

This record was acknowledged before me on this 13th day of March, 2019, by
JASON BODENSTEINER as MANAGER of J & L BODENSTEINER, LLC.


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 _____, 2019.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC, City Clerk

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

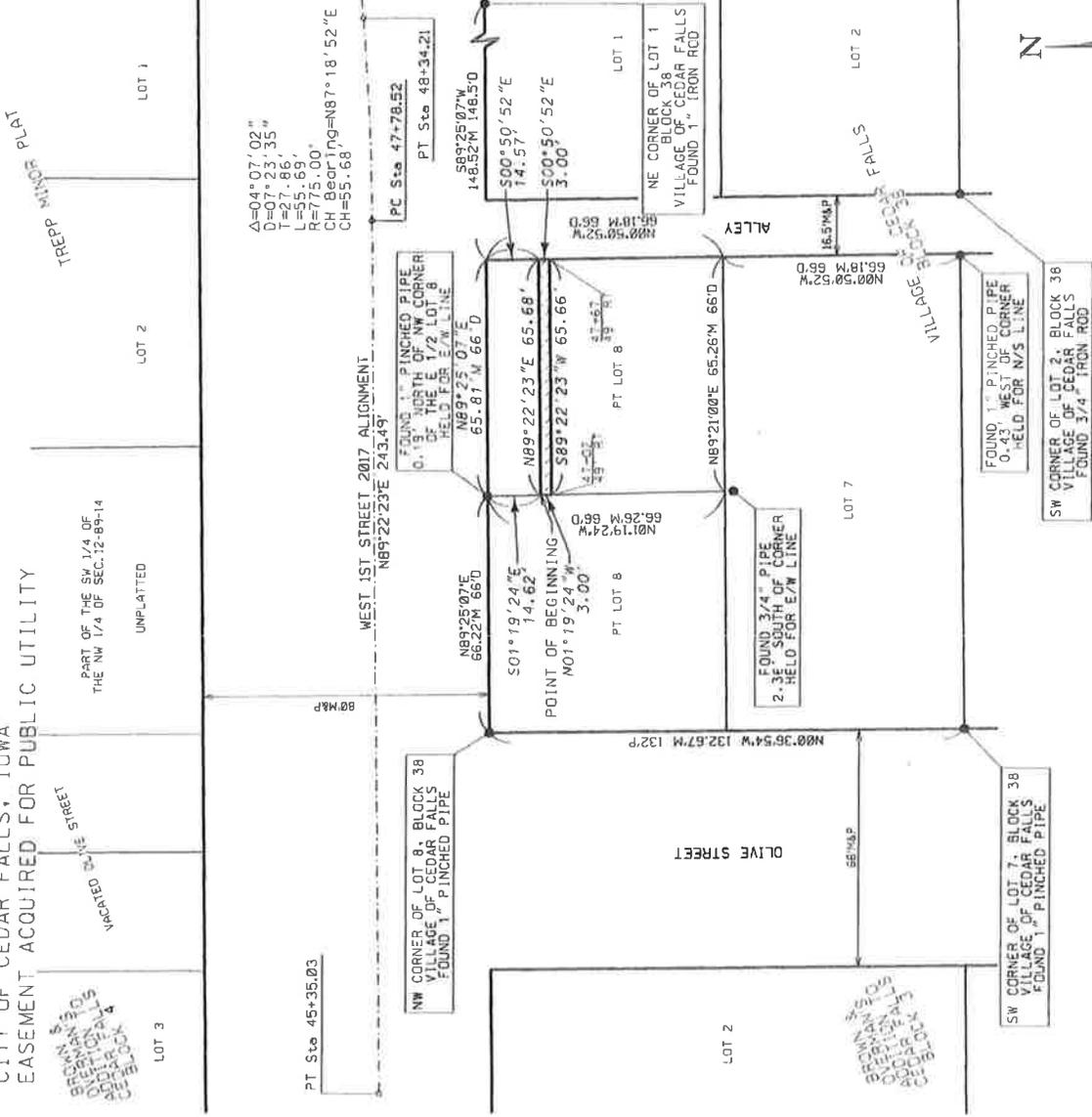
Signed this _____ day of _____, 2019.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 49
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 14
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC, EASE 197 SF 0.005 AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM J & M BODENSTEINER, LLC

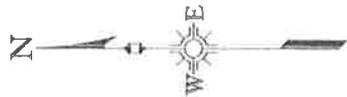
CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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
TERRY COADY
18643 IOWA

DATE: 3-11-2019
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 100T ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED _____
DATE DRAWN _____

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 49

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19'24" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 8, A DISTANCE OF 14.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°22'23" EAST, 65.68 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°50'52" EAST ALONG SAID EAST LINE, 3.00 FEET; THENCE SOUTH 89°22'23" WEST, 65.66 FEET TO SAID WEST LINE; THENCE NORTH 01°19'24" WEST ALONG SAID WEST LINE, 3.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.005 AC. (197 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.

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 Thomas A. Pounds and Dorinda Pounds, 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, though, 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:

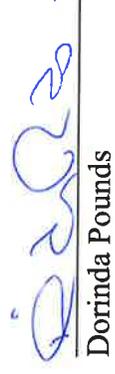
Public Utility

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, obstructions, planting or material placed or erected under, over, on, through, across or within the Easement Area.
 4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
 5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
 7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
 8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
 9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.
- Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13 day of MARCH, 2019.


Thomas A. Pounds Date 3/13/19


Dorinda Pounds Date 3/13/19

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

This record was acknowledged before me on this 13 day of MARCH, 2019, by

THOMAS A. POUNDS and DORINDA POUNDS.




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 _____, 2019.

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 _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

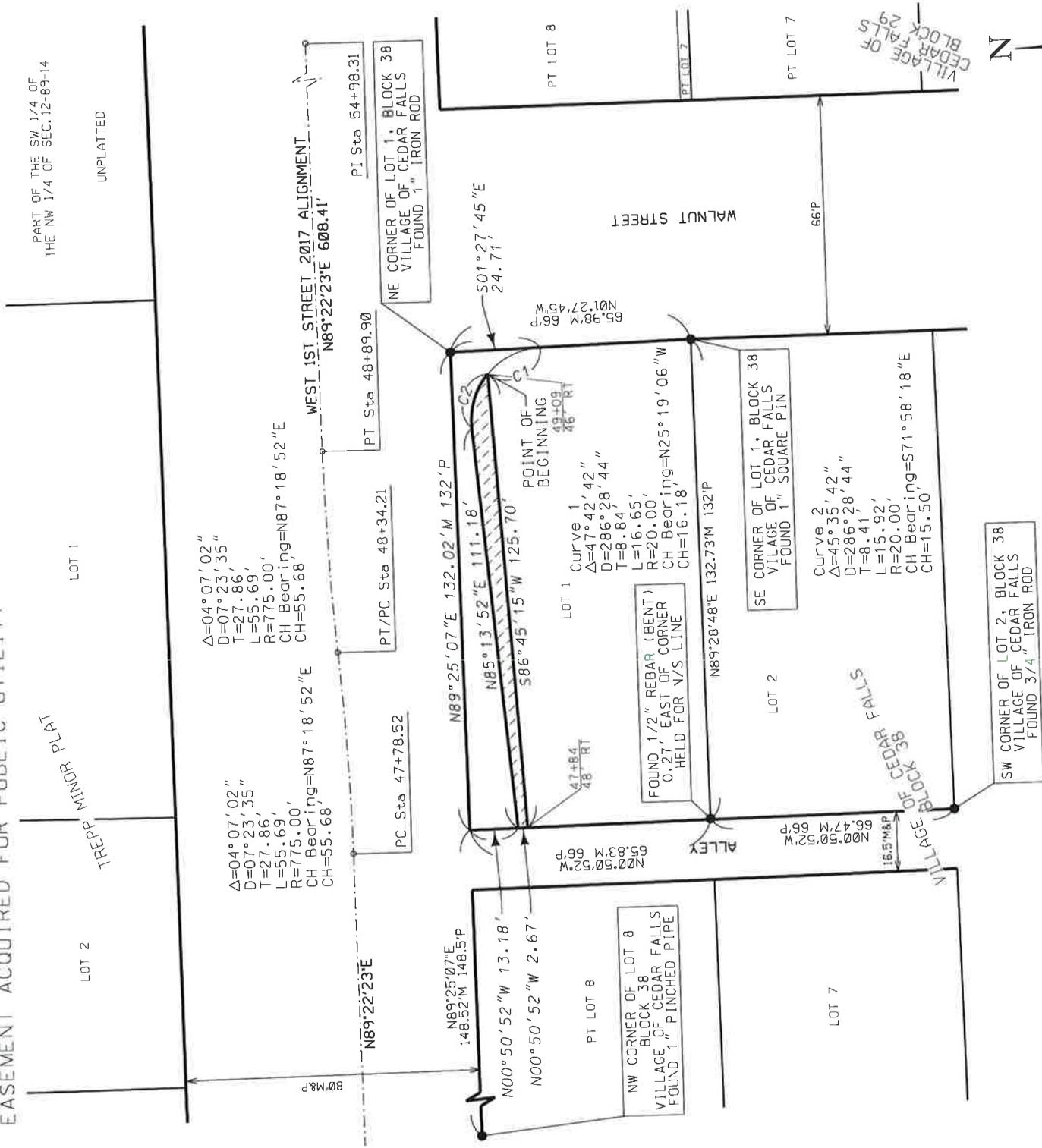
Signed this _____ day of _____, 2019.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

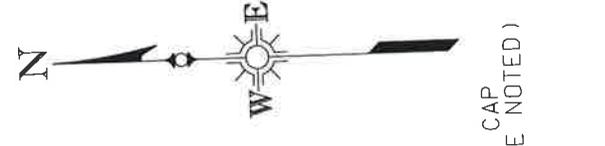
COUNTY BLACK HAWK STATE CONTROL NO. 48
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 14 WEST
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE AC, EASE 518 SF 0.01 AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM THOMAS A. POUNDS AND DORINDA POUNDS

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
TERRY COADY DATE: 3-11-2019
 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 100T ALUM. CAP (UNLESS OTHERWISE NOTED)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineering Technician II

DATE: March 13, 2019

SUBJECT: Oak Park Sanitary Sewer Repair
City Project Number SA-002-3182

The City of Cedar Falls is planning to repair the Sanitary Sewer for Oak Park. The project will require the acquisition of temporary easements from 4 properties to complete repairs. This project is scheduled to start in August of 2019 and be completed in the spring of 2020.

We recommend that the City Council approve and execute Parcel 1-4 Temporary Easements and record at the black hawk county courthouse.

Xc: Stephanie Sheetz, Director
Chase Schrage, Principal Engineer
Mike Nyman, Manager Cedar Falls WRF

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 941 Oak Park Bd COUNTY TAX PARCEL NO. 8914-02-301-056
PARCEL NO. 4
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2019, by and between David L. Takes, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) 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 Temporary Easement Plat.

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 recreational trail 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 and temporary easement agreement(s), 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.

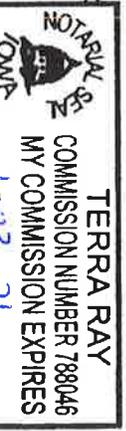
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>224.00</u>	on possession and conveyance	_____
\$ _____	TOTAL LUMP SUM	After Council Approval

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]
David L. Takes

1. For an acknowledgment in an individual capacity



State of Iowa
County of Bureau Hawk

This record was acknowledged before me on 2/22/19

(Date) by _____

DAVID TAKES
Name(s) of individual(s).

[Signature]
Signature of notarial officer

Stamp

[_____]
Title of Office

[My commission expires: 1-23-21]

2. For an acknowledgment in a representative capacity:

State of _____

County of _____

This record was acknowledged before me on _____

(Date) by _____

Name(s) of individual(s) as _____

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

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

Signature of notarial officer

Stamp

[
Title of Office]

[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 _____, 20____, 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

Notary Stamp Above

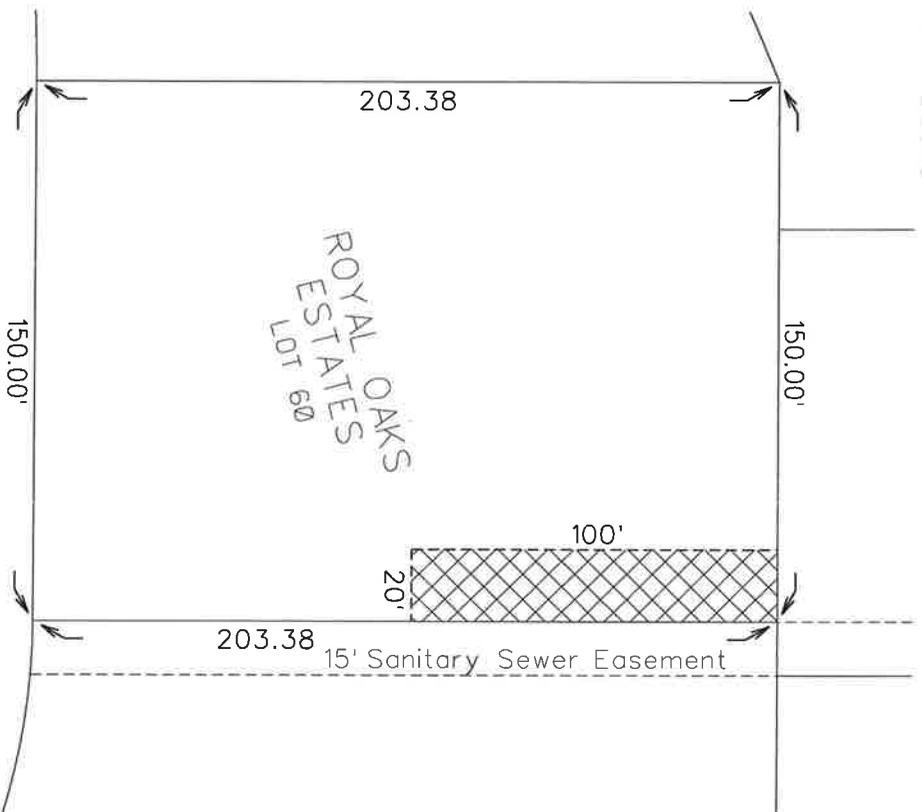
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW, SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 60
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE NORTHERLY 20 FEET OF THE WESTERLY 100 FEET OF LOT 60, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.05 ACRES (2,000 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- Section Corner
- 1/2" Rebar, Orange Plastic Cap #19515
- (Unless Otherwise Noted)
- ROW Roll
- Calculated Point
- Plotted Distance
- Measured Bearing & Distance
- Recorded As
- Deed Distance
- Calculated Distance
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

Found

Set

- Found: 1/2" Rebar, Orange Plastic Cap #19515
- Found: ROW Roll
- Found: Calculated Point
- Found: Plotted Distance
- Found: Measured Bearing & Distance
- Found: Recorded As
- Found: Deed Distance
- Found: Calculated Distance
- Found: Centerline
- Found: Section Line
- Found: 1/4 Section Line
- Found: 1/4 1/4 Section Line
- Found: Easement Line
- Set: Section Corner
- Set: 1/2" Rebar, Orange Plastic Cap #19515
- Set: ROW Roll
- Set: Calculated Point
- Set: Plotted Distance
- Set: Measured Bearing & Distance
- Set: Recorded As
- Set: Deed Distance
- Set: Calculated Distance
- Set: Centerline
- Set: Section Line
- Set: 1/4 Section Line
- Set: 1/4 1/4 Section Line
- Set: Easement Line

OWNER
TAKES, DAVID



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 60, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1181174
FLD BK:	PG:
DATE:	01/22/19
PM/TECH:	TWF

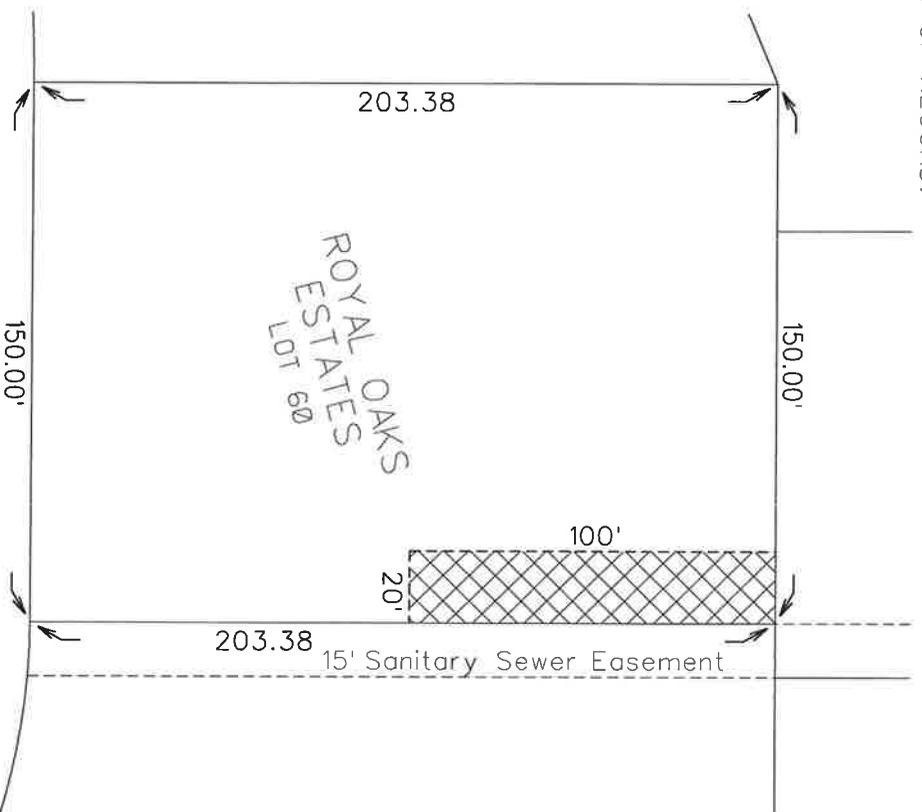
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 SNYDER & ASSOCIATES, INC.,
 5005 BOWLING ST. SW, SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 60
 ROYAL OAKS ESTATES
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE NORTHERLY 20 FEET OF THE WESTERLY 100 FEET OF LOT 60, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.05 ACRES (2,000 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- Survey**
- Section Corner
1/2" Rebar, Orange Plastic Cap #19515
(Unless Otherwise Noted)
 - ROW / Rail
 - Calculated Point
 - Plotted Distance
 - Measured Bearing & Distance
 - Recorded As
 - Deed Distance
 - Calculated Distance
 - Centerline
 - Section Line
1/4 Section Line
1/4 Section Line
 - Easement Line

Found

-
- H
- +
- P
- M
- R
- D
- C

Set

- △
-

OWNER
 TAKES, DAVID



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 60, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1181174
FLD BK:	PG:
DATE:	01/22/19
PM/TECH:	TWF

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 929 Oak Park Bd. COUNTY TAX PARCEL NO. 8914-02-301-043
PARCEL NO. 3
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2019, by and between Michael J. and Monique H. Poe Trust, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) 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 Temporary Easement Plat.

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 recreational trail 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 and temporary easement agreement(s), 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>460.00</u>	on possession and conveyance	<u>After Council Approval</u>
\$ _____	TOTAL LUMP SUM	

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

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement	4,102	sq. ft.	\$460.00
Permanent Easement	--	sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
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.

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

Signature of notarial officer _____

Stamp

Title of Office _____

[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 _____, 20____, 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

Notary Stamp Above

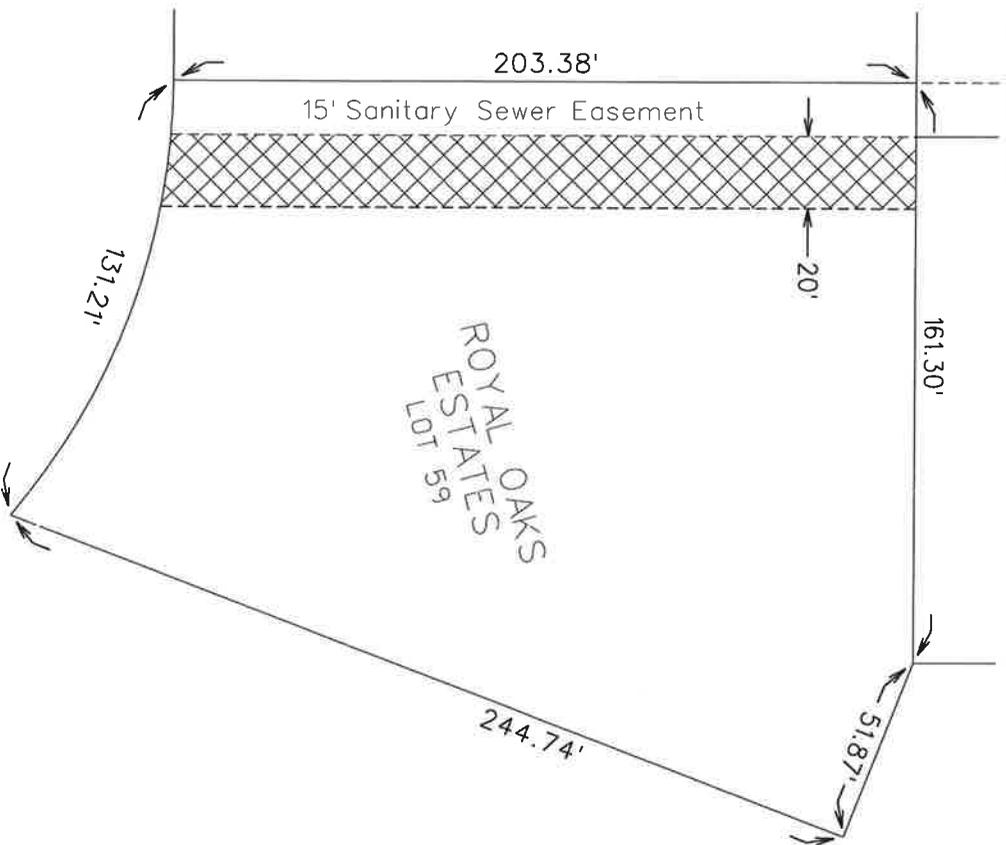
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING ST. SW, SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 59
 ROYAL OAKS ESTATES
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE NORTHERLY 20 FEET OF THE SOUTHERLY 35 FEET OF LOT 59, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.09 ACRES (4,102 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- | | | | |
|---|--------------|------------|------------------------------|
| Survey | Found | Set | OWNER |
| Section Corner | ▲ | △ | POE, MICHAEL & MONIQUE TRUST |
| 1/2" Rebar, Orange Plastic Cap #19515
(Unless Otherwise Noted) | ● | ○ | |
| ROW Roll | H | | |
| Calculated Point | + | | |
| Platted Distance | P | | |
| Measured Bearing & Distance | M | | |
| Recorded As | R | | |
| Deed Distance | D | | |
| Calculated Distance | C | | |
| Centerline | | | |
| 1/4 Section Line | | | |
| 1/4 Section Line | | | |
| Easement Line | | | |



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 59, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1	OF	1
PN:	1181174	PG:	
DATE:	01/22/19	PM/TECH:	TWF

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Michael J. and Monique H. Poe Trust, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Oak Park Sanitary Sewer Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:
Temporary Construction Easement Exhibit

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By  _____
Michael J. Poe Trust

By  _____
Monique H. Poe Trust

STATE OF Iowa)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on 16th day of March, 2019, by Michael Poe & Monique Poe Janet & Jimmie

Notary Public in and for the State of IA

My Commission Expires: 9-20-20

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____ day of _____, 2019, by _____.

Notary Public in and for the State of _____

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 _____, 2019.

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 _____, 2019, 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: _____

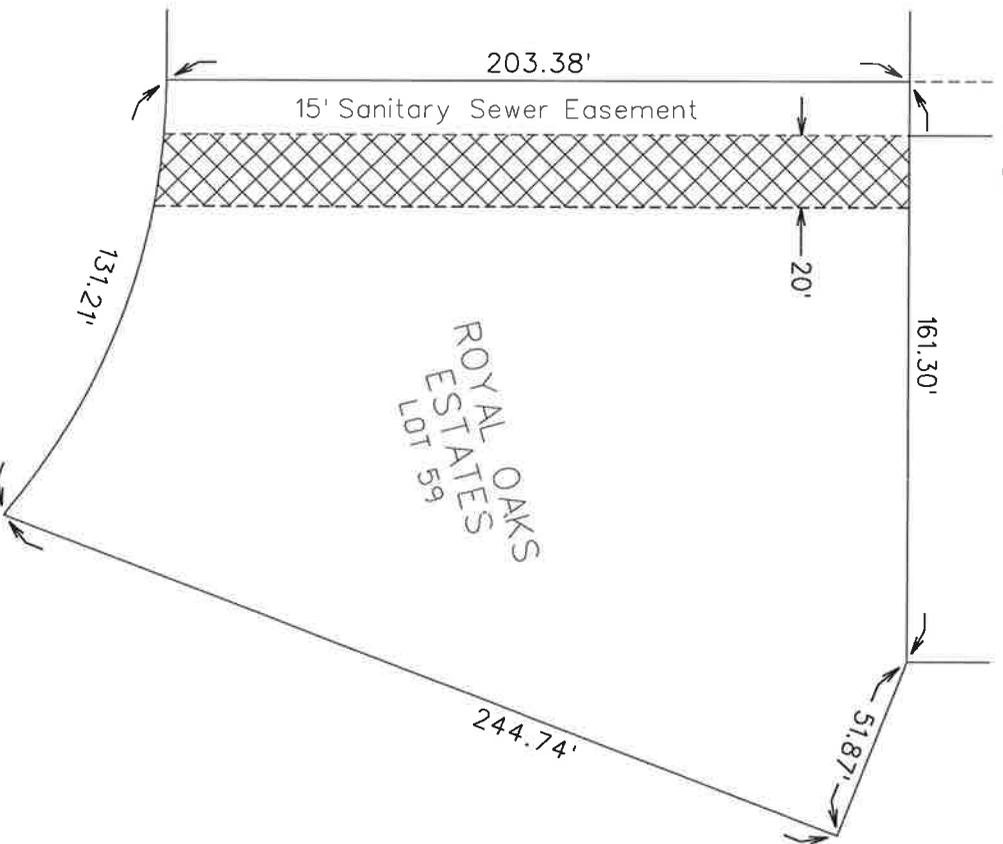
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING ST. SW, SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 59
 ROYAL OAKS ESTATES
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE NORTHERLY 20 FEET OF THE SOUTHERLY 35 FEET OF LOT 59, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.09 ACRES (4,102 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



OWNER

POE, MICHAEL & MONIQUE TRUST

LEGEND

- Survey**
- Section Corner
- 1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)
- ROW Rail
- Calculated Point
- Platted Distance
- Measured Bearing & Distance
- Recorded As
- Deed Distance
- Calculated Distance
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

- Found**
- ▲
-
- +
- P
- M
- R
- D
- C

- Set**
- ▲
-



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 59, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1	OF	1
FLD BK:	1181174	PG:	
DATE:	01/22/19	PM/TECH:	TWF

Vertical Measurement: gnd; Vibration: 2008/10/17/14 08:07; Project: VA, AT, Street; Scope: 1, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th; Station: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100; Date: 01/22/19

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 2921 Minnetonka Dr. COUNTY TAX PARCEL NO. 8914-02-301-020
PARCEL NO. 2
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2019, by and between Robert K. and Cristin K. Marshall, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) 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 Temporary Easement Plat.

and which include the following improvements of whatever type situated on the premises: Contractor will grade and stabilize area disturbed by emergency repairs when weather permits in the spring of 2019. Trees that are impacted in the temporary easement area will be replaced with an equal diameter size tree up to a 15' tree.

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 recreational trail 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 and temporary easement agreement(s), 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	_____
\$ 484.00	on possession and conveyance	After Council Approval

\$ _____ TOTAL LUMP SUM

290

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

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement	4,313	sq. ft.	\$ 484.00
Permanent Easement	--	sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: _____/NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
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 maintenance damages not apparent at the time of the signing of this agreement, as required 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.

Robert K. Marshall
Robert K. Marshall

Cristin K. Marshall
Cristin K. Marshall

1. For an acknowledgment in an individual capacity:

State of IA

County of Bleak Hawk

This record was acknowledged before me on March 8

2019 (Date) by _____

Name(s) of individual(s) Robert K Marshall Cristin K Marshall

Signature of notarial officer *Amy C Eggleston*



Stamp

[*Admin Assistant*]
Title of Office

[My commission expires: May 11, 2021]

2. For an acknowledgment in a representative capacity:

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

Name(s) of individual(s) as _____

_____ (type of authority, such as officer or trustee)
of _____
(name of party on behalf of whom record was executed) .

Signature of notarial officer

Stamp

[_____]
Title of Office

[My commission expires: _____]

BUYER'S APPROVAL

By: _____ (date)
James P. Brown, Mayor

By: _____ (date)
Jacqueline Danielsen, MMC
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, 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

Notary Stamp Above

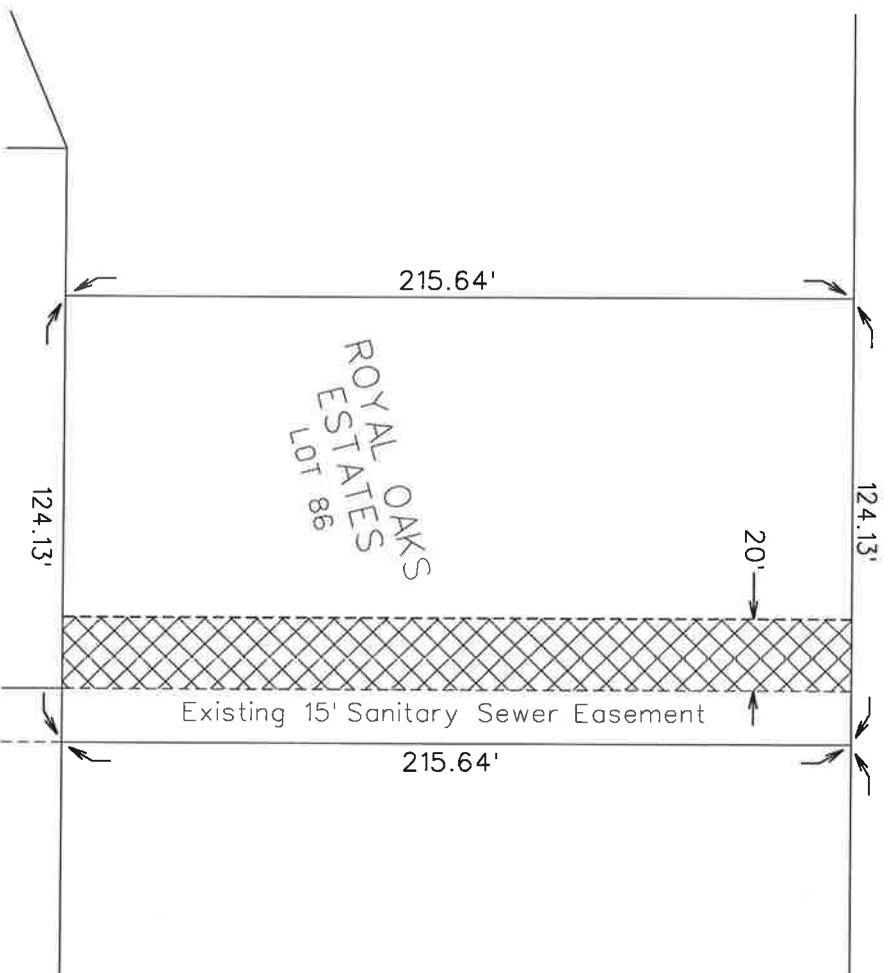
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW, SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 86
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE SOUTHWESTERLY 20 FEET OF THE NORTHEASTERLY 35 FEET OF LOT 86, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.1 ACRES (4,313 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- Survey
- Section Corner
- 1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)
- ROW Rail
- Calculated Point
- Platted Distance
- Measured Bearing & Distance
- Recorded As
- Deed Distance
- Calculated Distance
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

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Set



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OWNER

MARSHALL, ROBERT & CRISTIN

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- +
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- R
- D
- C



SCALE (FEET)

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 86, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 1 OF 1

PN: 1181174

FLD BK: PG:

DATE: 01/22/19

PM/TECH: TWF

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

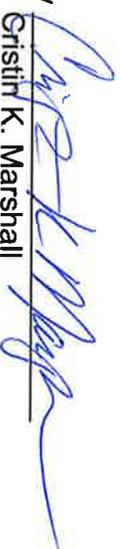
The undersigned Robert K. and Cristin K. Marshall, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Oak Park Sanitary Sewer Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:
Temporary Construction Easement Exhibit

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By 
Robert K. Marshall

By 
Cristin K. Marshall

STATE OF IA)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on 8 day of March, 2019, by Robert K. Marshall.

Amy C Eggleston
Notary Public in and for the State of IA

My Commission Expires: May 11, 2021



STATE OF IA)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on 8 day of March, 2019, by Cristin K. Marshall.

Amy C Eggleston
Notary Public in and for the State of IA

My Commission Expires: May 11, 2021



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2019.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

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

This instrument was acknowledged before me on _____, 2019, 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: _____

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 2913 Minnetonka Dr. COUNTY TAX PARCEL NO. 8914-02-301-019
PARCEL NO. 1
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2019, by and between Jason J. and Megann E. Tresaemer, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) 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 Temporary Easement Plat.

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 recreational trail 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 and temporary easement agreement(s), 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>376.00</u>	on possession and conveyance	_____
\$ _____	TOTAL LUMP SUM	After Council Approval

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

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement	3350	sq. ft.	\$ 376.00
Permanent Easement	--	sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: _____/NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
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

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.

Jason J. Tresemer

Megann E. Tresemer
Megann E. Tresemer

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on March 7, 2019

_____(Date) by _____

Name(s) of individual(s): Jason J Tresemer & Megann E Tresemer

Signature of notarial officer Amy C Eggleston

Stamp

[Administrative Assistant]

Title of Office



[My commission expires: May 11, 2021]

2. For an acknowledgment in a representative capacity:

State of _____

County of _____

This record was acknowledged before me on _____

_____(Date) by _____

Name(s) of individual(s) as _____

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

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

Signature of notarial officer _____

Stamp

[_____]
Title of Office

[My commission expires: _____]

BUYER'S APPROVAL

By: _____ (date)
James P. Brown, Mayor

By: _____ (date)
Jacqueline Danielsen, MMC
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, 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

Notary Stamp Above

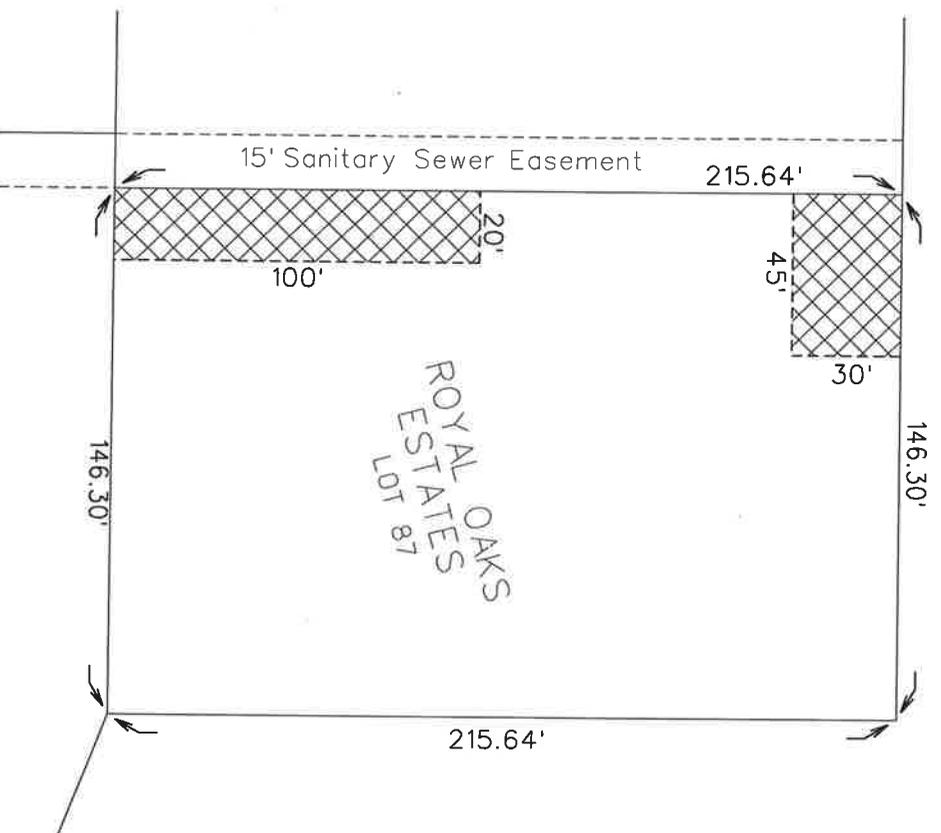
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW, SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 87
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE SOUTHERLY 20 FEET OF THE EASTERLY 100 FEET AND THE SOUTHERLY 45 FEET OF THE WESTERLY 30 FEET OF LOT 87, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.08 ACRES (3,350 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- Survey
- Section Corner
- 1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)
- ROW Roll
- Calculated Point
- Platted Distance
- Measured Bearing & Distance
- Recorded As
- Dead Distance
- Calculated Distance
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

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OWNER
TRESSEMER, JASON

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TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 87, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.,
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1181174
FLD BK:	PG:
DATE:	01/22/19
PM/TECH:	TWF

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

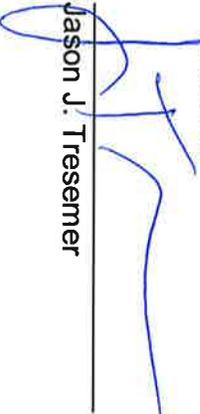
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Jason J. and Megann E. Tresemer, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Oak Park Sanitary Sewer Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:
Temporary Construction Easement Exhibit

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By  _____
Jason J. Tresemer

By  _____
Megann E. Tresemer

STATE OF IA)
) ss.
COUNTY OF Blackhawk)

This instrument was acknowledged before me on 7 day of March,
2019, by Nelson J & Megan E Tesemer

Amy Eggleston
Notary Public in and for the State of Iowa

My Commission Expires: May 11 2021



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____,
2019, by _____.

Notary Public in and for the State of _____

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 _____, 2019.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

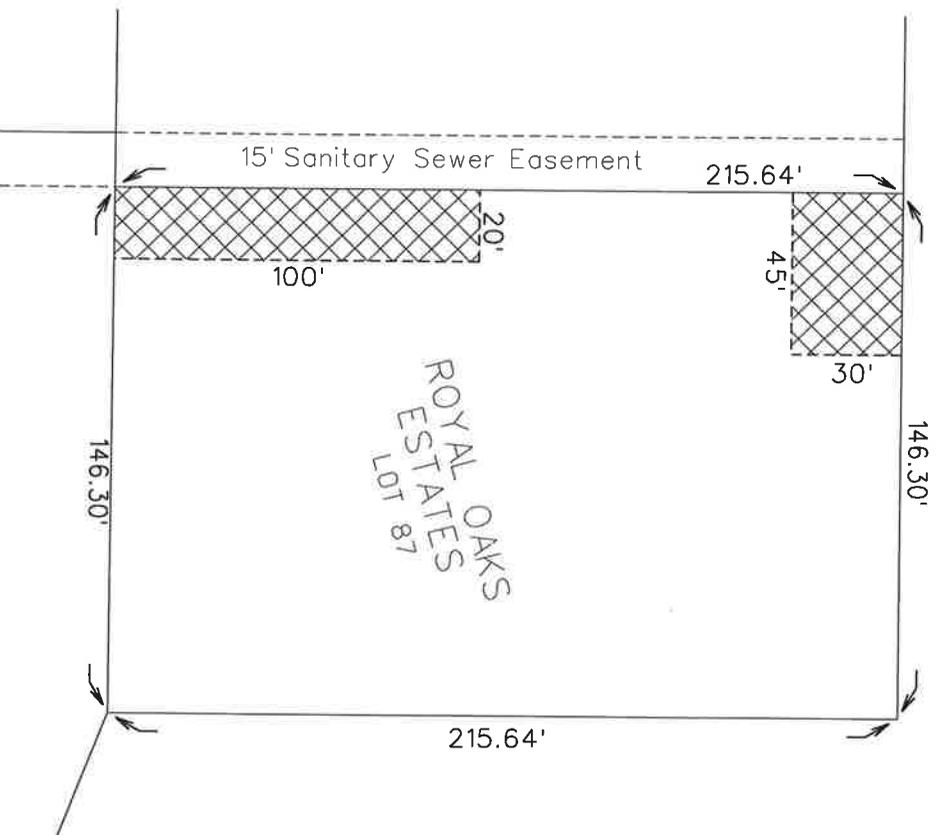
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW, SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 87
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PROPERTY DESCRIPTION

THE SOUTHERLY 20 FEET OF THE EASTERLY 100 FEET AND THE SOUTHERLY 45 FEET OF THE WESTERLY 30 FEET OF LOT 87, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.08 ACRES (3,350 S.F.) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

- Survey
- Section Corner
- 1/2" Rebar, Orange Plastic Cap #19515 (Unless Otherwise Noted)
- ROW, Roll
- Calculated Point
- Platted Distance
- Measured Bearing & Distance
- Recorded As
- Deed Distance
- Calculated Distance
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

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OWNER

TRESEMER, JASON



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 87, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.,
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1181174
FLD BK:	PG:
DATE:	01/22/19
PM/TECH:	TWF

VA-09-pc13-2018\118-1174.dwg (1/24/2019) All Surveying - Temp.dwg
5: Model of 7: K000309.dwg or 1: Model of 5: 00000000.dwg or 1: Model of 1: 1/24/2019
5: 1/24/2019



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: March 12, 2019

RE: IA HWY 57/W. 1st Street Reconstruction Project
Iowa DOT Project No. NHSX-057-2(29)-3H-07
Iowa DOT Bid Acknowledgement

On February 19th, 2019 at 10:00 a.m., bids were received and opened by the Iowa Department of Transportation for the IA Highway 57/ West 1st Street Reconstruction Project. A total of 2 bids were received, with Peterson Contractors Inc. submitting the apparent low bid:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$13,561,862.40
K. Cunningham Construction, Inc.	\$14,772,104.62

The Engineer's Estimate for this project was originally \$12,325,711.25. Peterson Contractors Inc. bid of \$13,561,862.40 is 10.0% above the Engineer's Estimate.

The Iowa Department of Transportation recommended the acceptance of the apparent low bid from Peterson Contractors Inc. in the amount of \$13,561,862.40. The project funding is split with the Iowa Department of Transportation, per our agreement with them approved by Council on November 5, 2018. The City portion of funding comes from various sources as outlined in the Capital Improvements Program; which include GO Bonds, Sewer Revenue Bonds, and Local Option Sales Tax.

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

xc: Stephanie Houk Sheetz, Director of Community Development

TABULATION OF BIDS

IA Hwy 57/W 1st St Reconstruction and Widening Project

City of Cedar Falls

Project No. 117.0908

Bid Date/Time: February 19, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 PETERSON CONTRACTORS INC		2 K. CUNNINGHAM CONSTRUCTION CO, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Clearing and Grubbing	ACRE	0.2	\$ 25,000.00	\$ 5,000.00	\$ 100,000.00	\$ 20,000.00	\$ 35,000.00	\$ 7,000.00
2	Clearing and Grubbing	UNIT	2429	\$ 25.00	\$ 60,725.00	\$ 25.00	\$ 60,725.00	\$ 15.00	\$ 36,435.00
3	Excavation, Class 10, Roadway and Borrow	CY	2914	\$ 10.00	\$ 29,140.00	\$ 15.00	\$ 43,710.00	\$ 6.00	\$ 17,484.00
4	Excavation, Class 10, Waste	CY	14264	\$ 15.00	\$ 213,960.00	\$ 25.00	\$ 356,600.00	\$ 12.50	\$ 178,300.00
5	Topsoil, Strip, Salvage, and Spread	CY	3671	\$ 8.00	\$ 29,368.00	\$ 30.00	\$ 110,130.00	\$ 30.00	\$ 110,130.00
6	Compaction Backfill Adjacent to Structures	CY	200	\$ 20.00	\$ 4,000.00	\$ 30.00	\$ 6,000.00	\$ 30.00	\$ 6,000.00
7	Compaction with Moisture Control	CY	2914	\$ 1.00	\$ 2,914.00	\$ 3.00	\$ 8,742.00	\$ 3.00	\$ 8,742.00
8	Special Compaction of Subgrade	STA	60.1	\$ 1,250.00	\$ 75,125.00	\$ 1,000.00	\$ 60,100.00	\$ 750.00	\$ 45,075.00
9	Modified Subbase	CY	14489.5	\$ 43.00	\$ 623,048.50	\$ 50.00	\$ 724,475.00	\$ 35.00	\$ 507,132.50
10	Shoulder Finishing, Earth	STA	107.64	\$ 250.00	\$ 26,910.00	\$ 150.00	\$ 16,146.00	\$ 100.00	\$ 10,764.00
11	Removal of Curb	STA	17.8	\$ 600.00	\$ 10,680.00	\$ 800.00	\$ 14,240.00	\$ 800.00	\$ 14,240.00
12	Relocation of Mail Boxes	EACH	2	\$ 400.00	\$ 800.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00
13	Pavement Scarification	SY	109.4	\$ 50.00	\$ 5,470.00	\$ 60.00	\$ 6,564.00	\$ 60.00	\$ 6,564.00
14	Std/S-F PCC Pav't, Class C , Class 3 Durability, 8 In.	SY	3436	\$ 65.00	\$ 223,340.00	\$ 65.00	\$ 223,340.00	\$ 59.95	\$ 205,988.20
15	Std/S-F PCC Pav't, Class C , Class 3 Durability, 10 In.	SY	33100.2	\$ 75.00	\$ 2,482,515.00	\$ 55.00	\$ 1,820,511.00	\$ 49.50	\$ 1,638,459.90
16	PCC Pavement Sample	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
17	Pay Adj I/D-PCC Pav't Thickness, 10 In.	EACH	33000	\$ 1.00	\$ 33,000.00	\$ 1.00	\$ 33,000.00	\$ 1.00	\$ 33,000.00
18	PCC Pavement Widening, 10 In.	SY	827	\$ 80.00	\$ 66,160.00	\$ 75.00	\$ 62,025.00	\$ 68.30	\$ 56,484.10
19	Temporary Pavement	SY	3340.8	\$ 60.00	\$ 200,448.00	\$ 80.00	\$ 267,264.00	\$ 79.55	\$ 265,760.64
20	Surfacing, Driveway, Class C Gravel	TON	1449	\$ 40.00	\$ 57,960.00	\$ 35.00	\$ 50,715.00	\$ 35.00	\$ 50,715.00
21	Pay Adj I/D-PCC Pav't Smoothness	EACH	27000	\$ 1.00	\$ 27,000.00	\$ 1.00	\$ 27,000.00	\$ 1.00	\$ 27,000.00
22	Removal of Concrete Footings of Light Poles	EACH	13	\$ 750.00	\$ 9,750.00	\$ 1,000.00	\$ 13,000.00	\$ 500.00	\$ 6,500.00
23	Removal of Existing Handrail	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
24	Removal of Existing Structures	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00
25	Removal of Light Poles	EACH	12	\$ 1,000.00	\$ 12,000.00	\$ 400.00	\$ 4,800.00	\$ 400.00	\$ 4,800.00
26	Compaction with Moisture Control (Structures)	CY	200	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00
27	Structural Concrete (Concrete Steps)	CY	30.2	\$ 750.00	\$ 22,650.00	\$ 950.00	\$ 28,690.00	\$ 950.00	\$ 28,690.00
28	Structural Concrete (RCB Culvert)	CY	67.3	\$ 750.00	\$ 50,475.00	\$ 575.00	\$ 38,697.50	\$ 575.00	\$ 38,697.50
29	Reinforcing Steel (Concrete Steps)	LB	559	\$ 1.50	\$ 838.50	\$ 1.00	\$ 559.00	\$ 1.00	\$ 559.00
30	Reinforcing Steel (RCB Culvert)	LB	12332	\$ 1.50	\$ 18,498.00	\$ 2.00	\$ 24,664.00	\$ 1.10	\$ 13,565.20
31	Ornamental Metal Railing	LF	909	\$ 250.00	\$ 227,250.00	\$ 200.00	\$ 181,800.00	\$ 128.02	\$ 116,370.18
32	Modular Block Retaining Wall	SF	3294	\$ 45.00	\$ 148,230.00	\$ 36.00	\$ 118,584.00	\$ 36.00	\$ 118,584.00
33	Manhole, Sanitary Sewer, SW-301, 48 In.	EACH	21	\$ 6,000.00	\$ 126,000.00	\$ 7,500.00	\$ 157,500.00	\$ 5,750.00	\$ 120,750.00
34	Manhole, Storm Sewer, SW-401, 48 Inch	EACH	4	\$ 4,000.00	\$ 16,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,750.00	\$ 15,000.00
35	Manhole, Storm Sewer, SW-401, 60 Inch	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00
36	Manhole, Storm Sewer, SW-401, 72 Inch	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 7,500.00	\$ 15,000.00	\$ 6,750.00	\$ 13,500.00
37	Manhole, Storm Sewer, SW-401, 84 Inch	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,800.00	\$ 8,800.00
38	Manhole, Storm Sewer, SW-402 Modified (10' X 4')	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
39	Manhole, Storm Sewer, SW-405 (72" Dia)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,750.00	\$ 9,750.00
40	Intake, SW-501	EACH	5	\$ 4,000.00	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ 4,250.00	\$ 21,250.00
41	Intake, SW-503	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,500.00	\$ 11,000.00
42	Intake, SW-509	EACH	37	\$ 6,000.00	\$ 222,000.00	\$ 6,000.00	\$ 222,000.00	\$ 5,250.00	\$ 194,250.00
43	Intake, SW-511	EACH	3	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,250.00	\$ 12,750.00
44	Intake, SW-511, Top Only	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
45	Intake, SW-512, 24 Inch	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
46	Intake, SW-541	EACH	5	\$ 6,000.00	\$ 30,000.00	\$ 7,500.00	\$ 37,500.00	\$ 5,750.00	\$ 28,750.00
47	Manhole Adjustment, Major	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
48	Connection to Exist Manhole	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00
49	Connection to Exist Intake	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00
50	Removal of Subdrain	LF	7088	\$ 2.00	\$ 14,176.00	\$ 4.00	\$ 28,352.00	\$ 4.00	\$ 28,352.00
51	Subdrain, Perforated Plastic Pipe, 4 In. Dia.	LF	8652	\$ 18.00	\$ 155,736.00	\$ 12.50	\$ 108,150.00	\$ 10.00	\$ 86,520.00

TABULATION OF BIDS

IA Hwy 57/W 1st St Reconstruction and Widening Project

City of Cedar Falls

Project No. 117.0908

Bid Date/Time: February 19, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 PETERSON CONTRACTORS INC		2 K. CUNNINGHAM CONSTRUCTION CO, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
52	Subdrain Outlet, Dr-303	EACH	77	\$ 200.00	\$ 15,400.00	\$ 250.00	\$ 19,250.00	\$ 195.00	\$ 15,015.00
53	Storm Swr G-Main, Trenched, RCP 2000d,15 In.	LF	3177	\$ 80.00	\$ 254,160.00	\$ 55.00	\$ 174,735.00	\$ 52.50	\$ 166,792.50
54	Storm Swr G-Main, Trenched, RCP 2000d,18 In.	LF	1884	\$ 90.00	\$ 169,560.00	\$ 57.50	\$ 108,330.00	\$ 50.00	\$ 94,200.00
55	Storm Swr G-Main, Trenched, RCP 2000d,24 In.	LF	877	\$ 100.00	\$ 87,700.00	\$ 90.00	\$ 78,930.00	\$ 90.00	\$ 78,930.00
56	Storm Swr G-Main, Trenched, RCP 2000d,30 In.	LF	160	\$ 120.00	\$ 19,200.00	\$ 200.00	\$ 32,000.00	\$ 175.00	\$ 28,000.00
57	Storm Swr G-Main, Trenched, Rcp 2000d,36 In.	LF	32	\$ 170.00	\$ 5,440.00	\$ 350.00	\$ 11,200.00	\$ 300.00	\$ 9,600.00
58	Storm Swr G-Main, Trenched, RCP 2000d,72 In.	LF	78	\$ 450.00	\$ 35,100.00	\$ 1,000.00	\$ 78,000.00	\$ 575.00	\$ 44,850.00
59	Removal of Storm Sewer Pipe LE 36 In.	LF	2706	\$ 20.00	\$ 54,120.00	\$ 75.00	\$ 202,950.00	\$ 75.00	\$ 202,950.00
60	Remove Storm Sewer Pipe Greater than 36 In.	LF	84	\$ 50.00	\$ 4,200.00	\$ 240.00	\$ 20,160.00	\$ 240.00	\$ 20,160.00
61	Storm Swr Abandonment, Fill+Plug, LE 36 In.	LF	1637	\$ 40.00	\$ 65,480.00	\$ 24.00	\$ 39,288.00	\$ 24.00	\$ 39,288.00
62	San Swr G-Main, Trenched, PVC, 10 In.	LF	3710	\$ 100.00	\$ 371,000.00	\$ 150.00	\$ 556,500.00	\$ 130.00	\$ 482,300.00
63	San Swr Service Stub, PVC, 4 In.	LF	3635	\$ 60.00	\$ 218,100.00	\$ 125.00	\$ 454,375.00	\$ 100.00	\$ 363,500.00
64	Rmv San Swr Pipe LE 36 In.	LF	698	\$ 20.00	\$ 13,960.00	\$ 125.00	\$ 87,250.00	\$ 120.00	\$ 83,760.00
65	San Swr Abandonment, Fill+Plug, LE 36 In.	LF	2818	\$ 15.00	\$ 42,270.00	\$ 30.00	\$ 84,540.00	\$ 28.50	\$ 80,313.00
66	Engineering Fabric	SY	72.8	\$ 5.00	\$ 364.00	\$ 2.50	\$ 182.00	\$ 2.50	\$ 182.00
67	Revetment, Class E	TON	47.8	\$ 50.00	\$ 2,390.00	\$ 50.00	\$ 2,390.00	\$ 50.00	\$ 2,390.00
68	Removal of Pavement	SY	29670	\$ 10.00	\$ 296,700.00	\$ 10.00	\$ 296,700.00	\$ 8.50	\$ 252,195.00
69	Removal of Intakes and Utility Accesses	EACH	54	\$ 1,000.00	\$ 54,000.00	\$ 600.00	\$ 32,400.00	\$ 600.00	\$ 32,400.00
70	Removal of Recreational Trail	SY	463	\$ 10.00	\$ 4,630.00	\$ 8.00	\$ 3,704.00	\$ 8.00	\$ 3,704.00
71	Recreational Trail, PCC, 5 In.	SY	788	\$ 45.00	\$ 35,460.00	\$ 34.00	\$ 26,792.00	\$ 31.50	\$ 24,822.00
72	Removal of Sidewalk	SY	5758	\$ 10.00	\$ 57,580.00	\$ 8.00	\$ 46,064.00	\$ 8.00	\$ 46,064.00
73	Sidewalk, P.C. Concrete, 4 In.	SY	5708	\$ 45.00	\$ 256,860.00	\$ 40.00	\$ 228,320.00	\$ 40.50	\$ 231,174.00
74	Sidewalk, P.C. Concrete, 6 In.	SY	628	\$ 65.00	\$ 40,820.00	\$ 45.00	\$ 28,260.00	\$ 69.60	\$ 43,708.80
75	Detectable Warnings	SF	560	\$ 40.00	\$ 22,400.00	\$ 38.00	\$ 21,280.00	\$ 35.00	\$ 19,600.00
76	Curb And Gutter, P.C. Concrete, as Per Plan	LF	1377	\$ 45.00	\$ 61,965.00	\$ 38.00	\$ 52,326.00	\$ 38.00	\$ 52,326.00
77	Driveway, PCC, 7 Inch	SY	1384	\$ 60.00	\$ 83,040.00	\$ 39.75	\$ 55,014.00	\$ 55.65	\$ 77,019.60
78	Driveway, PCC, 8 Inch	SY	2651	\$ 65.00	\$ 172,315.00	\$ 41.00	\$ 108,691.00	\$ 56.85	\$ 150,709.35
79	Removal of Paved Driveway	SY	7137	\$ 8.00	\$ 57,096.00	\$ 8.00	\$ 57,096.00	\$ 8.00	\$ 57,096.00
80	Combined Concrete Sidewalk and Retaining Wall	CY	104	\$ 1,250.00	\$ 130,000.00	\$ 950.00	\$ 98,800.00	\$ 1,035.00	\$ 107,640.00
81	Railroad Approach Section , P.C.C.	SY	104.5	\$ 200.00	\$ 20,900.00	\$ 200.00	\$ 20,900.00	\$ 200.00	\$ 20,900.00
82	Safety Closure	EACH	81	\$ 150.00	\$ 12,150.00	\$ 150.00	\$ 12,150.00	\$ 150.00	\$ 12,150.00
83	Fence, Chain Link, 48 In. Height	LF	154	\$ 175.00	\$ 26,950.00	\$ 22.00	\$ 3,388.00	\$ 22.00	\$ 3,388.00
84	Fence, Safety	LF	14618	\$ 2.50	\$ 36,545.00	\$ 4.00	\$ 58,472.00	\$ 4.00	\$ 58,472.00
85	Entrance Bollard	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00
86	Removal of Fence, Chain Link	LF	272	\$ 25.00	\$ 6,800.00	\$ 4.25	\$ 1,156.00	\$ 4.25	\$ 1,156.00
87	Removal of Fence, Wood	LF	131	\$ 10.00	\$ 1,310.00	\$ 3.75	\$ 491.25	\$ 3.75	\$ 491.25
88	Field Laboratory	EACH	1	\$ 50,000.00	\$ 50,000.00	\$ 8,500.00	\$ 8,500.00	\$ 25,000.00	\$ 25,000.00
89	Lighting Poles	EACH	22	\$ 6,000.00	\$ 132,000.00	\$ 3,900.00	\$ 85,800.00	\$ 39,000.00	\$ 858,000.00
90	Electrial Circuits	LF	6653	\$ 5.00	\$ 33,265.00	\$ 9.00	\$ 59,877.00	\$ 9.00	\$ 59,877.00
91	Remove and Reinstall Sign as Per Plan	EACH	72	\$ 300.00	\$ 21,600.00	\$ 200.00	\$ 14,400.00	\$ 200.00	\$ 14,400.00
92	Removal of Type A Sign	EACH	16	\$ 200.00	\$ 3,200.00	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00
93	Wood Posts for Type A or B Signs, 4 In. X 4 In.	LF	1367	\$ 30.00	\$ 41,010.00	\$ 12.00	\$ 16,404.00	\$ 12.00	\$ 16,404.00
94	Type A Signs, Sheet Aluminum	SF	129	\$ 25.00	\$ 3,225.00	\$ 12.00	\$ 1,548.00	\$ 12.00	\$ 1,548.00

TABULATION OF BIDS

IA Hwy 57/W 1st St Reconstruction and Widening Project

City of Cedar Falls

Project No. 117.0908

Bid Date/Time: February 19, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 PETERSON CONTRACTORS INC		2 K. CUNNINGHAM CONSTRUCTION CO, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
95	Install Type A Sign	EACH	22	\$ 200.00	\$ 4,400.00	\$ 50.00	\$ 1,100.00	\$ 50.00	\$ 1,100.00
96	Traffic Signalization	LS	1	\$ 180,000.00	\$ 180,000.00	\$ 300,000.00	\$ 300,000.00	\$ 172,000.00	\$ 172,000.00
97	Removal of Traffic Signalization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 3,000.00	\$ 3,000.00
98	Construction Survey	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 73,500.00	\$ 73,500.00
99	Painted Pav't Mark, Waterborne/Solvent	STA	99.2	\$ 4,960.00	\$ 492,032.00	\$ 75.00	\$ 7,440.00	\$ 75.00	\$ 7,440.00
100	Painted Pavement Markings, Durable	STA	115.38	\$ 200.00	\$ 23,076.00	\$ 250.00	\$ 28,845.00	\$ 250.00	\$ 28,845.00
101	Wet Retroreflective Removable Tape Markings	STA	246.58	\$ 150.00	\$ 36,987.00	\$ 125.00	\$ 30,822.50	\$ 125.00	\$ 30,822.50
102	Painted Symbol and Legend, Durable	EACH	40	\$ 250.00	\$ 10,000.00	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00
103	Pavement Markings Removed	STA	163.75	\$ 40.00	\$ 6,550.00	\$ 90.00	\$ 14,737.50	\$ 90.00	\$ 14,737.50
104	Symbols and Legends Removed	EACH	6	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00
105	Grooves Cut for Pavement Markings	STA	115.38	\$ 100.00	\$ 11,538.00	\$ 80.00	\$ 9,230.40	\$ 80.00	\$ 9,230.40
106	Grooves Cut for Symbols and Legends	EACH	40	\$ 100.00	\$ 4,000.00	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00
107	Traffic Control	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 350,000.00	\$ 350,000.00	\$ 103,000.00	\$ 103,000.00
108	Flaggers	EACH	50	\$ 480.00	\$ 24,000.00	\$ 480.00	\$ 24,000.00	480	\$ 24,000.00
109	Temporary Lane Separator System	LF	12773	\$ 8.50	\$ 108,570.50	\$ 7.75	\$ 98,990.75	\$ 7.75	\$ 98,990.75
110	Portable Dynamic Message Sign (PDMS)	CDAY	42	\$ 60.00	\$ 2,520.00	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00
111	Patches, Full Depth Finish, By Area	SY	630	\$ 150.00	\$ 94,500.00	\$ 94.00	\$ 59,220.00	\$ 119.00	\$ 74,970.00
112	Patches, Full Depth Finish, By Count	EACH	18	\$ 250.00	\$ 4,500.00	\$ 3,000.00	\$ 54,000.00	\$ 750.00	\$ 13,500.00
113	Mobilization	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 1,350,000.00	\$ 1,350,000.00	\$ 3,700,000.00	\$ 3,700,000.00
114	Building Sanitary Sewer Service Reconnection	EACH	76	\$ 500.00	\$ 38,000.00	\$ 1,250.00	\$ 95,000.00	\$ 1,250.00	\$ 95,000.00
115	Water Main, Trenched, DIP, 4", Restrained Joints	LF	42	\$ 60.00	\$ 2,520.00	\$ 75.00	\$ 3,150.00	\$ 70.00	\$ 2,940.00
116	Water Main, Trenched, DIP, 6", Restrained Joints	LF	28	\$ 80.00	\$ 2,240.00	\$ 75.00	\$ 2,100.00	\$ 60.00	\$ 1,680.00
117	Water Main, Trenched, DIP, 8", Restrained Joints	LF	657	\$ 100.00	\$ 65,700.00	\$ 75.00	\$ 49,275.00	\$ 60.00	\$ 39,420.00
118	Water Main, Trenched, DIP, 12"	LF	1804	\$ 110.00	\$ 198,440.00	\$ 75.00	\$ 135,300.00	\$ 65.00	\$ 117,260.00
119	Water Main, Trenched, Dip, 12", Restrained Joints	LF	2969	\$ 120.00	\$ 356,280.00	\$ 80.00	\$ 237,520.00	\$ 75.00	\$ 222,675.00
120	Water Main, Trenched, DIP, 16", Restrained Joints	LF	66	\$ 150.00	\$ 9,900.00	\$ 150.00	\$ 9,900.00	\$ 125.00	\$ 8,250.00
121	Water Main, Trenchless, DIP, 8"	LF	560	\$ 200.00	\$ 112,000.00	\$ 175.00	\$ 98,000.00	\$ 175.00	\$ 98,000.00
122	Water Main, Trenchless, DIP, 16"	LF	100	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00
123	Water Main with Casing Pipe, Trenchless, DIP, 12"	LF	100	\$ 250.00	\$ 25,000.00	\$ 460.00	\$ 46,000.00	\$ 460.00	\$ 46,000.00
124	Fittings By Count, DI, 11.25 Degree Bend, 8"	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00
125	Fittings By Count, DI, 12" X 12" Tee	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
126	Fittings By Count, DI 12" X 4" Tee	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
127	Fittings By Count, DI, 12" X 6" Reducer	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
128	Fittings By Count, DI, 12" X 8" Cross	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
129	Fittings By Count, DI, 12" X 8" Tee	EACH	11	\$ 1,500.00	\$ 16,500.00	\$ 1,250.00	\$ 13,750.00	\$ 1,250.00	\$ 13,750.00
130	Fittings By Count, DI, 16" X 12" Reducer	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
131	Fittings By Count, DI, 22.50 Degree Bend, 8"	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
132	Fittings By Count, DI, 4" X 3" Reducer	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
133	Fittings By Count, DI, 45 Degree Bend, 12"	EACH	26	\$ 1,250.00	\$ 32,500.00	\$ 1,100.00	\$ 28,600.00	\$ 1,100.00	\$ 28,600.00
134	Fittings By Count, DI, 45 Degree Bend, 16"	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 1,700.00	\$ 5,100.00	\$ 1,700.00	\$ 5,100.00
135	Fittings By Count, DI, 45 Degree Bend, 8"	EACH	18	\$ 1,000.00	\$ 18,000.00	\$ 750.00	\$ 13,500.00	\$ 750.00	\$ 13,500.00
136	Fittings By Count, DI, 8" X 4" Reducer	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00
137	Fittings By Count, DI, 8" X 6" Reducer	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00
138	Fittings By Count, DI, 90 Degree Bend, 12"	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
139	Fittings By Count, DI, 90 Degree Bend, 4"	EACH	3	\$ 750.00	\$ 2,250.00	\$ 650.00	\$ 1,950.00	\$ 650.00	\$ 1,950.00
140	Fittings By Count, DI, 90 Degree Bend, 6"	EACH	4	\$ 750.00	\$ 3,000.00	\$ 700.00	\$ 2,800.00	\$ 700.00	\$ 2,800.00
141	Fittings By Count, DI, 90 Degree Bend, 8"	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 800.00	\$ 8,000.00	\$ 800.00	\$ 8,000.00
142	Fittings By Count, DI, 90 Degree Bend, 16"	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,900.00	\$ 3,800.00
143	Water Service Stub, Copper, 1-1/4 In.	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 3,100.00	\$ 6,200.00	\$ 3,100.00	\$ 6,200.00
144	Water Service Stub, Dip, 4 In.	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 7,100.00	\$ 14,200.00	\$ 7,100.00	\$ 14,200.00

TABULATION OF BIDS

IA Hwy 57/W 1st St Reconstruction and Widening Project

City of Cedar Falls

Project No. 117.0908

Bid Date/Time: February 19, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 PETERSON CONTRACTORS INC		2 K. CUNNINGHAM CONSTRUCTION CO, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
145	Water Service Stub, Copper, 3/4 In.	EACH	58	\$ 2,000.00	\$ 116,000.00	\$ 3,300.00	\$ 191,400.00	\$ 3,300.00	\$ 191,400.00
146	Water Service Stub, Copper, 1 In.	EACH	6	\$ 2,250.00	\$ 13,500.00	\$ 3,300.00	\$ 19,800.00	\$ 3,300.00	\$ 19,800.00
147	Water Service Stub, Copper, 1-1/2 In.	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 4,600.00	\$ 9,200.00	\$ 4,600.00	\$ 9,200.00
148	Valve, Gate, DIP, 16 In.	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 6,900.00	\$ 13,800.00	\$ 6,900.00	\$ 13,800.00
149	Valve, Gate, DIP, 4 In.	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
150	Valve, Gate, DIP, 6 In.	EACH	1	\$ 1,750.00	\$ 1,750.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
151	Valve, Gate, DIP, 8 In.	EACH	15	\$ 2,000.00	\$ 30,000.00	\$ 1,900.00	\$ 28,500.00	\$ 1,900.00	\$ 28,500.00
152	Valve, Gate, DIP, 12 In.	EACH	19	\$ 2,500.00	\$ 47,500.00	\$ 2,850.00	\$ 54,150.00	\$ 2,850.00	\$ 54,150.00
153	Fire Hydrant Assembly, WM-201	EACH	27	\$ 6,000.00	\$ 162,000.00	\$ 5,300.00	\$ 143,100.00	\$ 5,300.00	\$ 143,100.00
154	Valve Box Extension	EACH	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
155	Removal of Entrance Bollard	EACH	4	\$ 500.00	\$ 2,000.00	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00
156	Remove and Salvage Street Bench	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 725.00	\$ 725.00
157	Subdrain Cleanout, Type I	EACH	3	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00
158	Removal of Water Main	LF	4855	\$ 10.00	\$ 48,550.00	\$ 17.50	\$ 84,962.50	\$ 17.50	\$ 84,962.50
159	Combined Concrete Ramp with Handrail	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00	\$ 75,000.00	\$ 55,000.00	\$ 55,000.00
160	Vibration Monitoring	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00	\$ 45,000.00	\$ 45,000.00
161	Concrete Retaining Wall Formliner	SF	1260	\$ 10.00	\$ 12,600.00	\$ 5.60	\$ 7,056.00	\$ 5.60	\$ 7,056.00
162	Temporary Access Drive, Installation	TON	472	\$ 40.00	\$ 18,880.00	\$ 23.50	\$ 11,092.00	\$ 23.50	\$ 11,092.00
163	Temporary Access Drive, Removal	TON	472	\$ 10.00	\$ 4,720.00	\$ 10.00	\$ 4,720.00	\$ 10.00	\$ 4,720.00
164	Mowing	ACRE	16.6	\$ 750.00	\$ 12,450.00	\$ 400.00	\$ 6,640.00	\$ 40.00	\$ 664.00
165	Mulching, Mechanically-Bonded Fiber Matrix	ACRE	8.3	\$ 5,000.00	\$ 41,500.00	\$ 4,000.00	\$ 33,200.00	\$ 4,000.00	\$ 33,200.00
166	Sodding	SQ	1811.2	\$ 100.00	\$ 181,120.00	\$ 80.00	\$ 144,896.00	\$ 80.00	\$ 144,896.00
167	Stabilize Crop - Seed+Fertilize (Urban)	ACRE	8.3	\$ 2,500.00	\$ 20,750.00	\$ 2,000.00	\$ 16,600.00	\$ 2,000.00	\$ 16,600.00
168	Water-Sod/Spec Ditch Cntl/Slope Protect	MGAL	1811.2	\$ 60.00	\$ 108,672.00	\$ 60.00	\$ 108,672.00	\$ 60.00	\$ 108,672.00
169	Mobilization for Watering	EACH	10	\$ 350.00	\$ 3,500.00	\$ 350.00	\$ 3,500.00	\$ 350.00	\$ 3,500.00
170	Stabilized Construction Entrance	LF	200	\$ 35.00	\$ 7,000.00	\$ 22.00	\$ 4,400.00	\$ 22.00	\$ 4,400.00
171	Perimeter+Slope Sediment Cntl Device,12 In.	LF	5395	\$ 3.00	\$ 16,185.00	\$ 4.00	\$ 21,580.00	\$ 3.95	\$ 21,310.25
172	Rmvl of Perimeter+Slope Sedimnt Cntl Dev	LF	5395	\$ 0.25	\$ 1,348.75	\$ 0.80	\$ 4,316.00	\$ 0.80	\$ 4,316.00
173	Temp Intake or Manhole Cover Assembly	EACH	84	\$ 250.00	\$ 21,000.00	\$ 600.00	\$ 50,400.00	\$ 772.50	\$ 64,890.00
174	Maint of Temp Intake or Manhole Cover Assembly	EACH	84	\$ 100.00	\$ 8,400.00	\$ 50.00	\$ 4,200.00	\$ 50.00	\$ 4,200.00
175	Rmvl of Temp Intake or Manhole Cover Assembly	EACH	84	\$ 50.00	\$ 4,200.00	\$ 350.00	\$ 29,400.00	\$ 350.00	\$ 29,400.00
176	Open-Throat Curb Intake Sediment Filter	LF	420	\$ 10.00	\$ 4,200.00	\$ 10.00	\$ 4,200.00	\$ 8.50	\$ 3,570.00
177	Maint of Open-Throat Curb Intake Sediment Filter	EACH	42	\$ 100.00	\$ 4,200.00	\$ 25.00	\$ 1,050.00	\$ 25.00	\$ 1,050.00
178	Rmvl of Open-Throat Curb Intake Sediment Filter	EACH	42	\$ 50.00	\$ 2,100.00	\$ 25.00	\$ 1,050.00	\$ 25.00	\$ 1,050.00
179	Grate Intake Sediment Filter Bag	EACH	12	\$ 250.00	\$ 3,000.00	\$ 175.00	\$ 2,100.00	\$ 175.00	\$ 2,100.00
180	Maintenance of Grate Intake Sediment Filter Bag	EACH	12	\$ 100.00	\$ 1,200.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
181	Removal of Grate Intake Sediment Filter Bag	EACH	12	\$ 50.00	\$ 600.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
182	Mobilizations, Erosion Control	EACH	40	\$ 500.00	\$ 20,000.00	\$ 500.00	\$ 20,000.00	\$ 500.00	\$ 20,000.00
183	Mobilizations, Emergency Erosion Control	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00
1831	Brick Pavers with PCC Base	SY	84	\$ 125.00	\$ 10,500.00	\$ 200.00	\$ 16,800.00	\$ 198.00	\$ 16,632.00
1832	Salvage, Removal, and Disposal of Obsrtctions on Parcel	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 24,000.00	\$ 24,000.00
1833	Salvage, Removal, and Disposal of Obsrtctions on Parcel	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00
1834	Salvage, Removal, and Disposal of Obsrtctions on Parcel	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00
185	Site 01 Incentive Bonus	LS	1	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
186	Site 02 Incentive Bonus	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
186	Site 03 Incentive Bonus	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
186	Site 04 Incentive Bonus	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL BID:				\$ 12,325,711.25		\$ 13,561,862.40		\$ 14,772,104.62	



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III 
DATE: March 13, 2019
SUBJECT: Surface Transportation Block Grant Programming Funding Request
Main Street Reconstruction

The Department of Community Development is planning the reconstruction of Main Street from W. 6th Street to Seerley Boulevard, currently planned in our Capital Improvements Plan to kick off in a couple of years.

As we prepare for this future project, staff is considering outside funding sources that might be a good fit. This project qualifies for federal Surface Transportation Block Grant funds (STBG). The City intends to submit a request for STBG funds through the Black Hawk County Metropolitan Area Policy Board (MPO) for the design and construction of this roadway. The attached resolution identifies the City's commitment to this project. This endorsement is part of the application process for this reconstruction project. This project is listed in the FY 19-24 Capital Improvements Program.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to submit an application for Surface Transportation Block Grant funds for the design and construction of Main Street.

If you have any questions, please feel free to contact this office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,
APPROVING APPLICATION TO THE BLACK HAWK COUNTY METROPOLITAN AREA
TRANSPORTATION POLICY BOARD FOR SURFACE TRANSPORTATION BLOCK
GRANT PROGRAM FUNDING AND DIRECTING EXECUTION OF SAID APPLICATION
BY THE CEDAR FALLS CITY COUNCIL

WHEREAS, reconstruction of Main Street has been identified as a critical project for the City of Cedar Falls; and

WHEREAS, the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) provides Surface Transportation Block Grant (STBG) Program funds on a competitive basis for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects; and

WHEREAS, it is in the best interest of the City of Cedar Falls to avail itself of financial assistance through the Surface Transportation Block Grant Program as administered by the Black Hawk County MPO.

NOW THEREFORE, BE IT RESOLVED by the City Council of Cedar Falls, Iowa, as follows:

- 1) The STBG application for the Main Street reconstruction project is hereby approved and endorsed by the City Council of Cedar Falls, Iowa.
- 2) The improvement provided for in this application will be dedicated to public use and adequately maintained by the City of Cedar Falls.
- 3) The City of Cedar Falls assures the Black Hawk County Metropolitan Area Transportation Policy Board that funds for the local match have been or will be committed to the STBG project by the fiscal year programmed.
- 4) The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix their signature to said application.

PASSED AND ADOPTED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III 
DATE: March 13, 2019
SUBJECT: Transportation Alternatives Program (TAP) Funding Request
Lake Street Trail Project

The Department of Community Development is planning to install new asphalt on the Lake Street trail from Central Avenue to the Big Woods north parking lot. This hot mix asphalt will cover the existing granular surface to create a smooth surface for pedestrians and cyclists.

The City intends to submit a request to fund this trail project with Transportation Alternatives Program (TAP) funds through the Black Hawk County Metropolitan Area Policy Board (MPO). This project qualifies for federal TAP and the attached resolution identifies the City's commitment to this project. This endorsement is part of the application process for this trail project. This project is listed in the FY 19-24 Capital Improvements Program.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to submit an application for Transportation Alternatives Program funds for the construction of the Lake Street trail.

If you have any questions, please feel free to contact this office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,
APPROVING APPLICATION TO THE BLACK HAWK COUNTY METROPOLITAN AREA
TRANSPORTATION POLICY BOARD FOR IOWA'S TRANSPORTATION
ALTERNATIVES PROGRAM FUNDING AND DIRECTING EXECUTION OF SAID
APPLICATION BY THE CEDAR FALLS CITY COUNCIL

WHEREAS, the Lake Street Trail project has been identified as a critical project for the City of Cedar Falls; and

WHEREAS, funding assistance is available through the Black Hawk County Metropolitan Area Transportation Policy Board's Iowa's Transportation Alternatives Program (TAP), and the City of Cedar Falls is in need of such assistance in order to complete this project; and

WHEREAS, it is in the best interest of the City of Cedar Falls to avail itself of financial assistance through the Iowa's Transportation Alternatives Program as administered by the Black Hawk County MPO; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Cedar Falls, Iowa, as follows:

- 1) The Iowa's TAP application for the Lake Street Trail project is hereby approved and endorsed by the City Council of Cedar Falls, Iowa.
- 2) The improvement provided for in this application will be dedicated to public use and adequately maintained by the City of Cedar Falls for a minimum of twenty years.
- 3) The City of Cedar Falls assures the Black Hawk County Metropolitan Area Transportation Policy Board that funds for the match have been or will be committed to the Iowa's TAP project by the fiscal year programmed.
- 4) The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix their signature to said application.

PASSED AND ADOPTED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
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: March 13, 2019
SUBJECT: Farm Lease Agreement between the City of Cedar Falls and Michael Greiner

As you will recall the City of Cedar Falls recently acquired 127.34 cropland acres of land from the Rieger family just west of the West Viking Road Industrial Park (see attached location map). The City has begun planning for the development of this property, however site work is not planned to begin until spring of 2020. Therefore, a Request for Proposals was sent out to solicit interest in farming the land for the 2019 crop season.

The Request for Proposals was sent to twenty-seven (27) local farmers and a Public Notice was published in the Waterloo Courier. A total of ten (10) completed proposals were received by the City of Cedar Falls.

The highest bid was received from Michael Greiner in the amount of \$326.00 per acre (\$41,512.84) annually. The proposal from Michael Greiner meets all the established criteria for proper maintenance and management of the City owned land.

City Attorney Kevin Rogers has prepared the attached Farm Lease Agreement between Michael Greiner and the City of Cedar Falls. Michael Greiner has reviewed the agreement and is agreeable to the Farm Lease terms and conditions.

Therefore, the Department of Community Development recommends that the City Council adopt a Resolution approving and authorizing execution of a Farm Lease Agreement between Michael Greiner and the City of Cedar Falls, Iowa.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney



S Union Rd

Viking Rd

127.34 Acres

Venture Way

Development Dr

Capital Way

Technology Pkwy

FARM LEASE AGREEMENT

THIS LEASE ("Lease") is made this ____ day of _____, 2019, between the City of Cedar Falls, Iowa ("Landlord"), whose address for the purpose of this lease is c/o City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Michael Greiner ("Tenant"), whose address for the purpose of this lease is 1941 Ridge Road, Traer, Iowa 50675.

THE PARTIES AGREE AS FOLLOWS:

1. Premises and Term. Landlord leases to Tenant the following real estate (the "Real Estate") located in Black Hawk County, Iowa, to-wit:

See legal description on Exhibit "A" attached hereto, and by this reference made a part hereof,

and containing 127.34 total acres, more or less, and 127.34 tillable acres, more or less, with possession by Tenant for a term of one (1) year to commence on March 19, 2019, and to end on February 28, 2020. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within thirty (30) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. Rent. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$41,512.84 and no/100 Dollars, \$20,756.42 payable on April 1, 2019, and \$20,756.42 on December 1, 2019.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of the Real Estate in any offered program by the U.S. Department

of Agriculture or the State of Iowa for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Tenant's entitlement shall include governmental cost-sharing payments for permanent soil conservation structures, including all waterways and filter strips. Tenant shall also be entitled to all payments from participation in crop production, crop set aside and crop disaster payment programs of the USDA, except as otherwise specifically provided in this Lease.

3. Landlord's Lien and Security Interest. As security for all sums due or which will become due from Tenant to Landlord under this Lease, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the Real Estate, whether such contract rights be payable in cash or in kind, including the proceeds from such rights. At Landlord's request made at any time during this Lease, Tenant shall sign and deliver to Landlord a Uniform Commercial Code UCC financing statement showing the existence of this security interest. At Landlord's request, Tenant shall also sign any additional forms required to validate the Landlord's security interest in government program payments.

4. Proper Husbandry, Care of Soil, Trees, Shrubs and Grass. Tenant shall farm the Real Estate in a manner consistent with good husbandry. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and throughout the premises. Tenant shall do what is reasonably necessary to control soil erosion, including, but not limited to, the maintenance of existing watercourses, waterways, filter strips, ditches, drainage areas, terraces and tile drains, and shall abstain from any practice which will cause damage to the Real Estate. Tenant agrees to trim volunteer trees and brush from fence lines and ditches.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the leased premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless otherwise directed by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, stover or similar plant materials, all of which are recognized as the property of Landlord, without prior permission of the Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

Tenant acknowledges that Tenant is responsible to maintain and satisfy all USDA rules, regulations and requirements with regard to all CRP contracts or any other similar governmental contracts which the Tenant elects to participate in with respect to any of the Real Estate that comprises this Lease. Tenant agrees to be responsible for payment of any penalties the USDA may impose associated with any such contracts, and to indemnify and hold Landlord harmless therefrom.

5. Environmental. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or groundwater contamination does not occur, and shall be responsible to follow all applicators' licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the leased premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the Real Estate. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. Maintenance of Waterways and Filter Strips. Tenant agrees to assume responsibility for all grass waterways currently located on the Real Estate as of the date of commencement of this Lease. This responsibility shall include minor repair work to and cleaning out of such grass waterways, maintenance of such waterways, including mowing, and any other work Landlord deems appropriate.

7. Termination of Lease. This Lease shall automatically renew upon expiration of the lease term provided in paragraph 1 of this Lease, on a year-to-year basis, upon the

same terms and conditions provided for in this Lease, unless either party gives legal and timely written notice to the other party of an election not to renew this Lease as provided by law, namely, on or before September 1 prior to the termination date of this Lease, provided, however, that this Lease shall not renew because of an absence of giving of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by Iowa law.

8. Possession and Condition at End of Term. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$150.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. Landlord's Right of Entry and Inspection. Landlord or its agents may enter upon the Real Estate at any reasonable time for the purpose of viewing, testing, sampling or inspecting any or all portions of the Real Estate to assure compliance with the terms of this Lease and any USDA requirements, or for other reasonable purposes. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate, or authorize an agent to enter upon the Real Estate, to conduct any normal tillage, fertilizer operation or other operations after Tenant has completed the harvesting of crops, even if this is prior to the date of termination of the Lease.

10. Violation of Terms of Lease. If either Tenant or Landlord violates the terms of this Lease, the other party may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. Repairs. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified by Tenant of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. Fences may be removed, and then only at Tenant's expense, only with the written consent of Landlord.

12. New Improvements. All fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional Rent and shall inure to the Real Estate, becoming the property of Landlord, unless Landlord has agreed in writing prior to the erection of the same that the Tenant may remove the improvement at the end of the Lease.

13. Well, Windmill and Water Systems. Tenant shall maintain all existing well, windmill and water systems on the Real Estate, if any, in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for

replacement or installation of such systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.

14. Expenses Incurred Without Consent of Landlord. No expense shall be incurred for or on account of the Landlord without Tenant first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. No Hunting. No hunting is to be allowed on the Real Estate which is the subject of this Lease at any time by any person.

16. No Agency. Tenant is not an agent of the Landlord.

17. Change in Lease Terms. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

18. Notices. The notice contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed by U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination described in paragraph 8, which shall be governed by Iowa law.

19. Assignment. Tenant shall not assign this Lease, or sublet the Real Estate or any portion thereof, without prior written authorization of Landlord. Any such assignment or subletting without Landlord's consent shall cause an immediate termination of the Lease, and shall require all unpaid Rent due under this Lease to be immediately due and payable to Landlord without any notice to or demand upon Tenant.

20. Certification. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.



Michael Greiner

Tenant

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

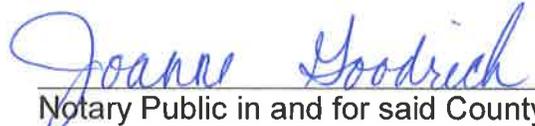
Jacqueline Danielsen, MMC, City Clerk

Landlord

STATE OF IOWA, BLACK HAWK COUNTY ss:

This record was acknowledged before me on this 13th day of March, 2019, by Michael Greiner.





Notary Public in and for said County and State

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown and Jacque Danielsen, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

EXHIBIT "A"

Northwest Quarter of Section 34, Township 89 North, Range 14 West of the 5th Principal Meridian, Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof and further except Parcel "A" of Plat of Survey Doc. #2015-20750.

City Farm Lease Proposals Received		
127.34 Acres		
Name	Total per Acre	Total Bid
Michael Greiner	\$326.00	\$41,512.84
Bill Rottinghaus	\$322.00	\$41,003.48
Pete Schneider	\$300.00	\$38,202.00
Jerry Fruchtenicht	\$287.00	\$36,546.58
Matt Dunkelberger	\$285.00	\$36,291.90
Gene Schmitz	\$285.00	\$36,291.90
Bill Gutknecht	\$282.70	\$35,999.02
Curt Rasmussen	\$264.00	\$33,617.76
Chris & Fred Bolhuis	\$235.00	\$29,924.90
Rodney Degener	\$220.00	\$28,014.80



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: March 14, 2019
SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
Supplemental Agreement No. 4
Industrial Park Expansion Project
City Project No. RC-000-3180

Please find attached Supplemental Agreement No. 4 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement will provide professional services to develop plans for the expansion of the Cedar Falls Industrial Park on 200 acres of land that the City recently acquired. Services to be provided include a topographic survey of the site, completing concept designs for lot and street layouts, preliminary platting design services, traffic analysis, geotechnical services, sanitary sewer study, environmental analysis, and final platting services.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement No. 4 will be provided from funds out of the Unified Highway 58 Corridor Urban Renewal Area (TIF) in the amount of \$222,050. This project is identified in the CIP (Industrial Park Land Acquisition - Project #105) and has a budgeted amount of \$450,000.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 4 with Snyder & Associates, Inc. for the Industrial Park Expansion Project.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

*Administration Division ♦ Community Services Division ♦ Planning Division
Phone: 319-273-8606 Fax: 319-273-8610*

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

SUPPLEMENTAL AGREEMENT NO. 4

2019 Engineering Services Cedar Falls, Iowa City Project Number RC-000-3180

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide Professional Services to develop a preliminary plat for approximately 200 acres west of the W. Viking Industrial Park which is south of Viking Road and east of S. Union Road for the purposes of expanding the said Industrial Park. Design for and development of construction documents for the first phase (estimated to be 60 acres) of public improvements (including public utilities and streets) shall also be included. Additionally the final plan for the first phase of the public improvements is to be developed.
- B. The CONSULTANT shall complete a topographic survey of the project site.
 1. Includes approximately 200 +/- acres of existing farmland as well as pavement and utility connections surrounding the property along S. Union Road, Viking Road, and the W. Viking Industrial Park. Survey of adjacent roadways shall be limited to that necessary for connection of the proposed roadways and/or utilities.
 2. Includes existing site terrain grades and locations of existing above ground features.
 3. Provide a CADD terrain model with one-foot contour intervals and spot elevations.
- C. The CONSULTANT shall complete concept designs for the purposes of providing the CLIENT with lot and street layout options prior to preparation of the preliminary plat and design efforts.
 1. Prepare up to three concept designs for the layout of the expanded Industrial Park showing varied lot sizes ranging generally from two (2) to twenty (20) acres and streets to compliment the terrain and maximize the efficient use of the expanded lot area.

2. Concepts should include review and consideration for potential connections to Viking Road and/or South Union Road. The concepts should include connections to the existing W. Viking Industrial Park.
 3. ROW will be established for future lot connection to the south.
 4. Trail routing to be considered during the concept design and necessary easements would be incorporated in the preliminary plat.
 5. Scalable documents of concept designs will be provided electronically.
 6. One meeting to discuss concepts and changes will be incorporated into the final concept that will be submitted to the CLIENT and used for preliminary platting.
- D. The CONSULTANT shall complete preliminary platting design services.
1. Prepare the preliminary plat of the entire 200 (approximately) acres utilizing the CLIENT approved concept plan as the template. Any changes between the concept plan and the preliminary plan shall be reviewed and approved prior to submittal.
 2. All design to be in accordance with applicable state statutes, city ordinances, the Iowa Statewide Urban Design and Specifications (SUDAS) and the Cedar Falls Supplemental Specifications to SUDAS.
 3. Prepare (6) copies of the preliminary plat including a cover page, existing conditions, grading plan, site plan, and utility plan.
 4. Provide attachments with a list of addresses for all owners of record for property located within 200 feet of the subdivision boundary, deed of dedication, title opinion, and other encumbrances.
 5. Electronic AutoCAD format copy of the preliminary plat to be provided to the CLIENT.
- E. The SUBCONSULTANT shall subcontract to have geotechnical services completed as has been requested by the CONSULTANT and the CLIENT.
1. Provide fifteen (15) soil borings after the concept design has been approved and before the field has been tilled and planted for the 2019 growing season.
 2. Prepare a geotechnical report of findings and design considerations for use by the CONSULTANT and the CLIENT.
 3. Provide ten (10) soil borings to be located (outside of paved locations) at the discretion of the CONSULTANT after grading operations have been completed to verify construction in accordance with plans and specifications.
 4. Prepare boring logs of the finished grade borings to determine soil characteristics at selected locations.
- F. The CONSULTANT shall complete a Traffic Impact Study (TIS).
1. Utilize relevant existing or City provided traffic count data.
 2. Estimate Opening Year and Design Year trip generation.
 3. Establish Design Year background traffic conditions.
 4. Create estimated AM and PM peak hour turning movement forecasts for Opening Year and Design Year.
 5. Perform AM and PM peak hour traffic operations analysis for existing, Opening Year, and Design Year.
 6. Identify intersection lane configuration and traffic control needs for the Opening Year and Design Year.
 7. Prepare a technical memorandum summarizing analyses and recommendations.
- G. The CONSULTANT shall provide an environmental analysis of the site.
1. Provide a site visit for wetland and stream delineation along with determining significant tree stands within the project limits.

2. Complete the environmental checklist documenting the findings and pertinent information identified onsite as part of the platting submittal process.
 3. Provide a Phase 1 Environmental Site Assessment (ESA) and report of findings. The Phase I ESA will include a review of the state and federal environmental record sources and site history.
- H. The CONSULTANT shall provide a sanitary sewer study of the sewershed downstream of the property.
1. Conduct review of a sanitary sewer route option for future connection to a potential lateral trunk sewer that generally follows Southwest Branch of Dry Run Creek. The lateral trunk sewer would connect to existing sanitary sewer near the intersection of Greenhill Road and Ironwood Drive. This lateral trunk sewer that serves the sewershed described above outlets near University Avenue and Dry Run Creek.
 2. Review the existing sewer system or condition assessments (as available) conducted within this sewershed and include a summary of condition assessments and recommendations for maintenance and/or replacement in final report.
 3. Perform survey to collect locations and elevations of existing manholes and flowlines along the existing trunk sewer alignment. GPS coordinates and elevations will be provided to the CLIENT upon completion of the survey.
 4. Provide (i.e. during the project) and install up to three (3) area-velocity meters in/adjacent to key manholes to monitor existing sewage flow along with and one (1) rain gauge within the sewershed for a minimum 90-day monitoring period (monitoring period to be completed between March 15, 2019 and June 15, 2020.
 - i. Provide accurate calibration of monitoring equipment.
 - ii. Provide weekly data collection and servicing of monitoring equipment and rain gauge.
 - iii. Remove data collection equipment at the end of the 90-day period, if it has been determined that sufficient data has been collected.
 5. Evaluate data collected to establish the base diurnal sanitary sewer flow, infiltration (groundwater induced) and measured inflow (rainfall induced). Average and peak daily diurnal flow rates for both weekday and weekend flows should be determined.
 6. Perform a manhole condition assessment of xxx lateral trunk sewer manholes within the sewershed. Data to be documented includes manhole depths, estimated depth of flow, depth of debris, depth of surcharge, and overall structural condition. Top-side inspections only, with no physical entry of the manholes. Data collected will be utilized as part of a hydraulic model (see next scope item).
 7. Create an XPSWMM hydraulic model network using data collected. Continuity checks shall be performed to identify missing or invalid information before hydraulic model is calibrated and finalized.
 8. Develop collection system master plan, including an evaluation of land use projections and the hydraulic impacts from the planned land uses.
 9. Draft a preliminary report for the findings, conclusions, and recommendations of the study, including flow and rainfall monitoring, trunk line segment condition assessment, manhole condition assessment, development of hydraulic model, future growth assessment, and detailed cost estimates for sewer rehabilitation and/or reconstruction, replacement, extension and capacity improvements.
 10. Develop final report based on comments received from the CLIENT during review of preliminary findings.
 11. Attend four (4) meetings with the CLIENT for review and coordination, including review of the preliminary report findings prior to development of the final study recommendations.
- I. The CONSULTANT shall complete preliminary and final design services and preparation of construction documents for the first phase of infrastructure improvements and mass grading of the site.

1. Prepare a functional design memo that includes design parameters and critical items that will be utilized (e.g. typical section, roadway classification, speeds, etc.), project assumptions, potential design exceptions, etc. This information will be utilized for the remainder of the design.
 2. Attend two public meetings as deemed necessary by the CLIENT for public input and clarification.
 3. Develop preliminary design plans (50%) and the associated engineer's opinion of probable cost (EOPC). These shall generally include: pavement plan and profile information, storm sewer, water main, sanitary sewer and lift station layout and the lighting layout. Sidewalk design is not included.
 4. Utility Coordination. A sanitary sewer lift station will be necessary for providing service to residential property northwest of the proposed Industrial Park expansion along with lots along the northern and/or western portion of the Park. These locations will be unable to be serviced by gravity flow sanitary sewer extended from the existing industrial park. The lift station should be designed to service these locations until a gravity sanitary sewer is installed to serve the property from the north.
 5. Prepare a final grading plan with one foot contours, spot elevations and construction notes.
 6. Prepare a stormwater drainage report providing design and considerations for regional detention basins (up to three wet-bottom) within the project limits. Water quality considerations will be incorporated into the design.
 7. Develop check plans (90%), an updated EOPC, and a draft project manual upon receipt and incorporation of review comments from the preliminary plans.
 8. Prepare a Storm Water Pollution Prevention Plan for the project site and apply for NPDES Permit No. 2 through the City of Cedar Falls. All fees associated with permits to be pass-through expenses or supplied by the CLIENT at time of submittal.
 9. Prepare and apply for applicable DNR water and wastewater construction permits. All fees associated with the permits to be pass-through expenses or supplied by the CLIENT at time of submittal.
 10. Prepare print documents (100%), final project manual (including specifications), and a final EOPC of proposed improvements after incorporation of review comments from check plans.
 11. Attend three meetings with CLIENT for reviews and approvals.
- J. The CONSULTANT shall provide bidding assistance for the Phase 1 construction bid letting. The Bid letting should generally take place on or before March 31, 2020 with construction to be complete by September 30, 2020.
1. Preparation of the project manual, including bid forms, form of contract, instruction of bidders and general conditions.
 2. Advertising – Notify Contractors, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City Staff.
 3. Bidding – The Engineer shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.
- K. The CONSULTANT shall complete final platting design services for the first phase of infrastructure improvements within the Industrial Park development project.
1. Prepare final platting of the first phase of the constructed infrastructure improvements.
 2. All preliminary platting requirements will be met for the final platting documentation.
 3. Provide attachments such as the statement of consent, as-built drawings, statement by Black Hawk County Auditor approving the subdivision plat, and all resolution forms, certifications, and signatures as necessary.
 4. Set final pin locations for constructed lots.

L. Additional Services

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; independent testing services such as concrete cylinder breaks and compaction testing, completion of a Phase 1 Archaeological and Cultural Resources Survey; attendance of a Pre-Bid meeting; water and/or sewer design for residential services along Viking Road; lighting design; water main looping along Viking Road; expanding the scope of the project or the work to be completed; requesting the development of various documents not listed; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. **COMPENSATION**

Compensation for this scope of Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Two Hundred Twenty-Two Thousand and Fifty Dollars (\$222,050).

- III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, as supplemented.

IV. Assignability

- A. The following Subconsultant Shall be added for these supplemental services:

Terracon Consultants, Inc.

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: February 21, 2019

Estimated Budget Summary	
The estimated budgets for each task listed below could vary. The total not to exceed supplemental project cost should be the total listed below.	
Tasks	Base
Preliminary Plat (including concepts)	\$ 14,000
Survey	\$ 7,400
Geotechnical Services	\$ 20,250
Traffic Impact Study	\$ 15,000
Environmental Analysis	\$ 9,900
Design	
Prelim (50%)	\$ 34,400
Check (90%)	\$ 31,250
Print Docs (Final)	\$ 4,900
Letting	\$ 2,950
Contract Management & Admin	\$ 11,650
Final Plat	\$ 10,350
Sewershed Study (per Scope)	\$ 60,000
Total:	\$222,050



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: March 13, 2019
SUBJECT: Tax Increment Financing (TIF) Project Resolution: Industrial Park Land Acquisition and Engineering/Design Services

On the agenda is a Resolution Approving Projects in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. The projects consist of the acquisition of land for the expansion of the industrial park and engineering/design services for this same land.

The acquisition of the land was approved by City Council on November 5, 2018 and November 19, 2018. The total cost for the land acquisition was \$4,194,120.00. This project is included in Unified Plan Amendment #1 adopted in 2012, with a not to exceed total line item budget not to exceed \$7,500,000.00. The approval of the engineering/design services for this land will be earlier on this agenda. The proposed cost for this project is \$222,050.00. This project is included in Unified Plan Amendment #3 adopted in 2016, with a not to exceed total line item budget not to exceed \$1,000,000.00.

The Community Development Department recommends that City Council approve and adopt the following:

1. Resolution approving the Industrial Park Land Acquisition Project and Engineering/Design Services Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

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

xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Jennifer Rodenbeck, Director of Finance & Business Operations

URBAN RENEWAL PROJECT RESOLUTION
(Industrial Park Land Acquisition and Engineering/Design Services)

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING PROJECTS IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

RESOLUTION NO. _____

**RESOLUTION APPROVING PROJECTS IN THE CEDAR FALLS
UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa has established the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Urban Renewal Area") and has adopted an urban renewal plan and amendments thereto for undertaking urban renewal projects, as more fully described on Exhibit A attached hereto, (the "Projects") within the Urban Renewal Area; and

WHEREAS, before approving an urban renewal project, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2019; and

WHEREAS, the amount of funds to be advanced for the Projects is currently estimated at \$4,353,170.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Cedar Falls, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 2923, there has been established the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Projects described on Exhibit A hereto to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Projects are included in the Plan, as amended, for the Urban Renewal Area on page 6 (Plan Amendment #1) and page 12 (Plan Amendment #3).

Section 2. It is hereby directed that the total costs for the Projects be advanced from time to time from the TIF Project Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") from the TIF Project Fund and the TIF Project Fund shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The contracts for the Projects are currently estimated to cost approximately \$4,353,170.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2019.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT A

DESCRIPTION OF THE URBAN RENEWAL PROJECT

Project Name in CIP: Industrial Park Land Acquisition (Project #105)

Amount: The cost for the land acquisition is \$4,194,120.00.
The cost for engineering/design services is \$222,050.00.
The total cost for both items is \$4,353,170.00.



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: March 14, 2019

SUBJECT: 2019 Permeable Alley Project
ST-056-3149
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Permeable Alley Project.

I would recommend setting Monday, April 1, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, April 9, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by March 22, 2019. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on March 22, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the construction of three (3) permeable alleys. The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

The total estimated cost of the 2019 Permeable Alley Project is \$251,231.70. The funding for the alley project will be provided by the Storm Water Fund and Street Construction funds.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2019 PERMEABLE ALLEY PROJECT PROJECT NO. ST-056-3149

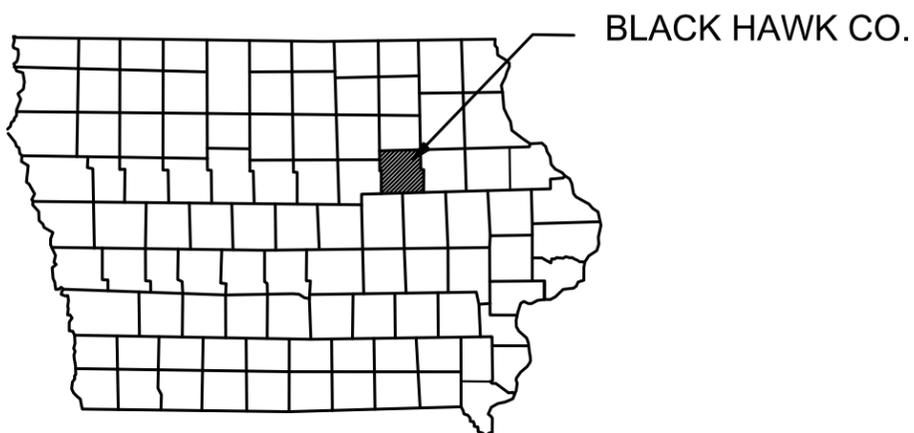
PREPARED BY THE CITY ENGINEERING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF CEDAR FALLS, IOWA
APRIL, 2019

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2019 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01 - A.02	TITLE SHEET, LOCATION SHEET
B.01 - B.04	TYPICAL SECTIONS, DETAILS
C.01 - C.03	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01 - D.03	PLAN AND PROFILE, REMOVALS

2019 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
4020.211	4/17/18	STORM SEWER PIPE CONNECTIONS
4040.231	10/21/14	SUBDRAINS
4040.232	10/18/16	SUBDRAIN CLEANOUTS
6010.511	4/17/18	CASTINGS FOR AREA INTAKES
7010.101	4/16/19	JOINTS
7010.102	10/18/16	PCC CURB DETAILS
7010.103	4/19/11	MANHOLE BOXOUTS IN PCC PAVEMENT
7040.101	10/17/17	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	10/17/17	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
9040.102	10/17/17	FILTER SOCK



ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *Lindsay Beaman* DATE: 3-8-19
LINDSAY R. BEAMAN, P.E. IA. LIC. NO. 19971
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL:
A.01-A.02, B.01-B.04, C.01-C.03, D.01-D.03

MAYOR
James P. Brown

COUNCIL PERSONS

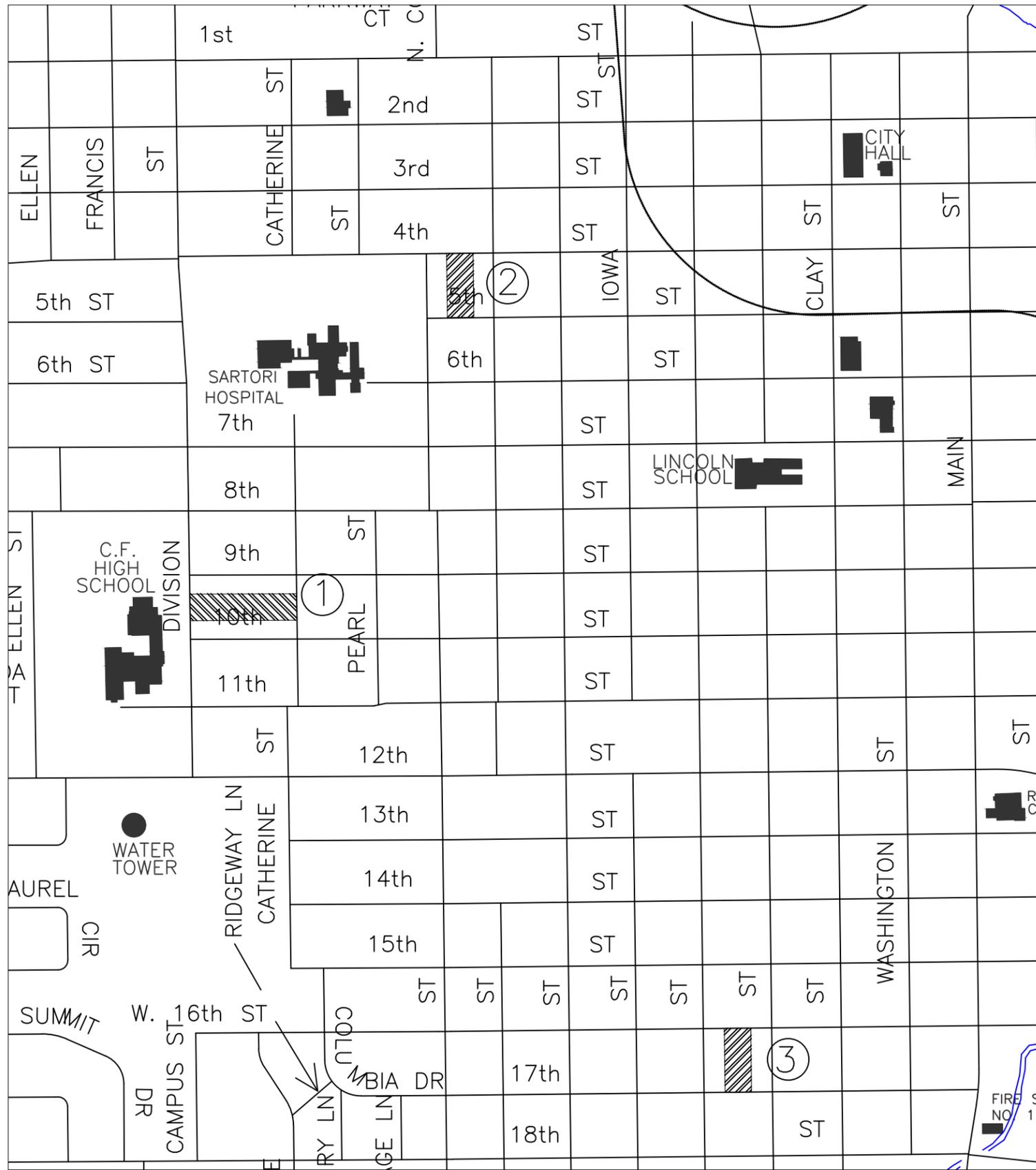
Tom Blanford
Frank Darrah
Susan deBuhr
Mark Miller
Daryl Kruse
Rob Green
David Wieland

Stephanie Houk Sheetz
DIRECTOR, COMMUNITY DEVELOPMENT

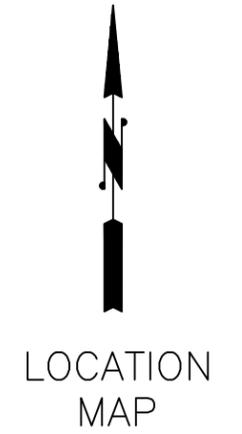
RONALD S. GAINES, PE
CITY ADMINISTRATOR

SHEET NO.	A.01	2019 PERMEABLE ALLEY PROJECT				TITLE SHEET	338	DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161	CITY PROJECT NUMBER ST-056-3149	SHEET NO.	A.01
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.			DRAWN BY: JCH	TOTAL SHEETS	12	
								CHECKED BY: LRB			

Plot Date: March 7, 2019 - 3:04 PM By: Cody Hager Drawing Name: G:\users\eng\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg



KEY OF LOCATIONS		
LOCATION DESCRIPTION	LOCATION NO.	SHEET NO.
9TH & 10TH - DIVISION & CATHERINE	1	D.01
4TH & 5TH - COLLEGE & OLIVE	2	D.02
16TH & 17TH - FRANKLIN & TREMONT	3	D.03
TOTAL	3	



SHEET NO.	A.02				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

LOCATION MAP

339



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

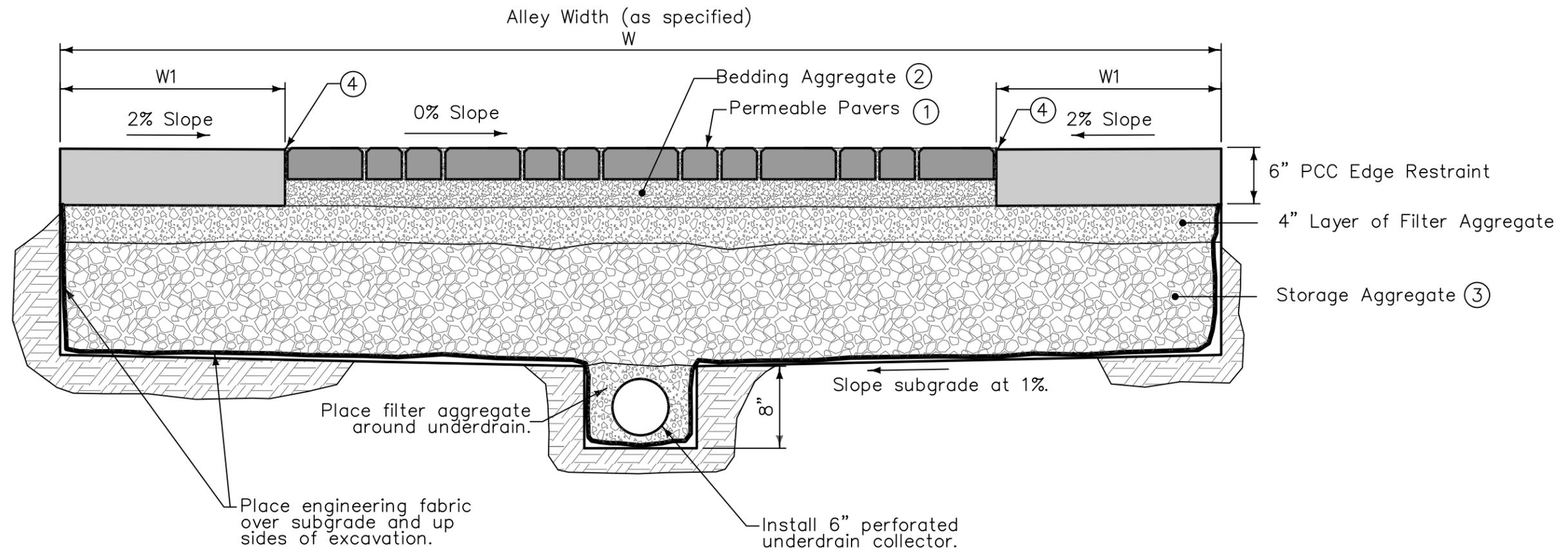
CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

SHEET NO.	A.02
TOTAL SHEETS	12

ALLEY SECTION WIDTH TABULATION			
SHEET NO.	LOCATION	W (FT.)	W1(FT.)
D.01	9TH & 10TH - DIVISION & CATHERINE	14	5
D.02	4TH & 5TH - COLLEGE & OLIVE	12	4
D.03	16TH & 17TH - FRANKLIN & TREMONT	12	4

Refer to the contract documents for dimensions, grades, and additional requirements for permeable interlocking pavers and associated improvements.

- ① Permeable interlocking pavers as specified in the contract documents.
- ② 2 inch minimum permeable pavement bedding aggregate to accommodate imperfections in the permeable pavement filter aggregate layer.
- ③ Permeable pavement storage aggregate thickness as specified in the contract documents.
- ④ Set PCC edge restraint 1/4 inch below pavers.



TYPICAL ALLEY WITH PERMEABLE PAVERS
NOT TO SCALE

SHEET NO.	B.01				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

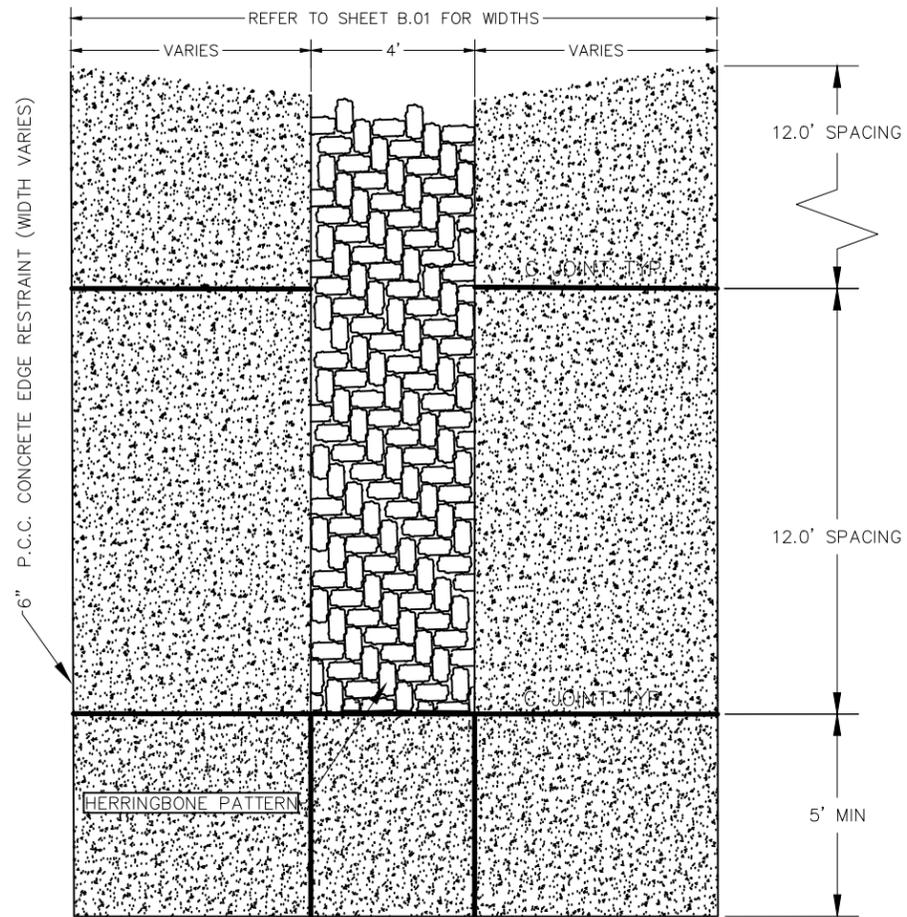
340



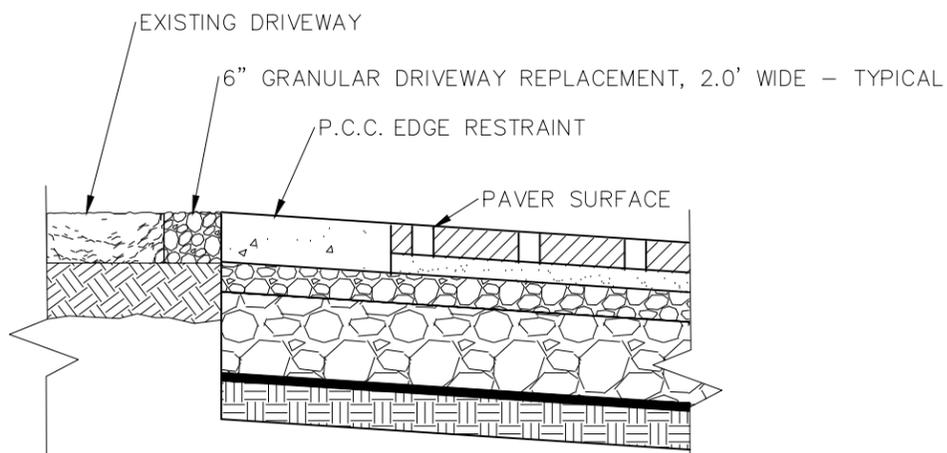
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

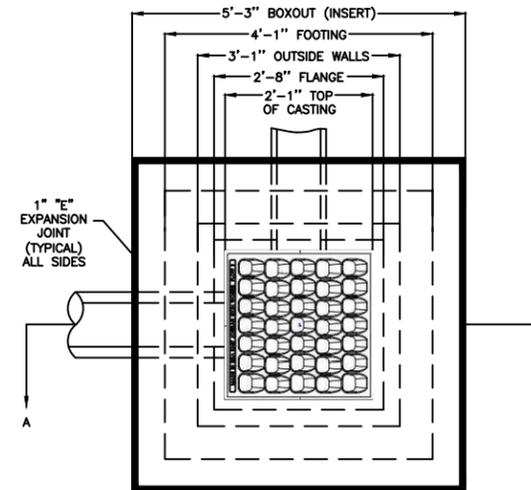
SHEET NO.	B.01
TOTAL SHEETS	12



PAVER PATTERN AT ENDS OF ALLEY

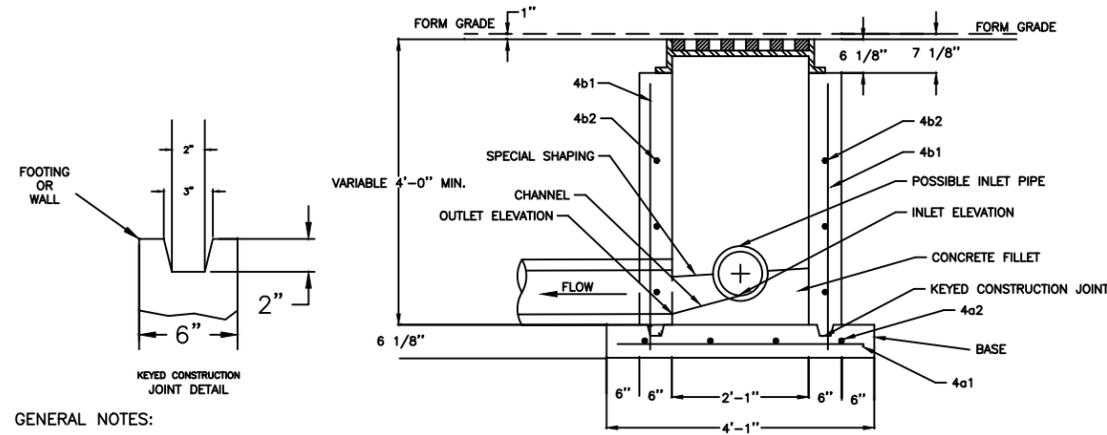


GRANULAR DRIVEWAY DETAIL



REINFORCING BAR LIST					
BAR	LOCATION	SHAPE	NO.	LENGTH	SPACING
4a1	BASE	—	4	3'-9"	12"
4a2	BASE	—	4	3'-9"	12"
4b1	WALL	—	12	VARIABLE	11"
4b2	WALL	—	VARIABLE	2'-9"	12"
4c1	INSERT	—	8	VARIABLE	1/3 INSERT WIDTH. (ALL SIDES)

* ALL REINFORCING BARS TO HAVE MINIMUM OF 2" CLEARANCE



SECTION A - A
NOT TO SCALE

GENERAL NOTES:

- MATERIAL AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CURRENT STANDARD SPECIFICATIONS.
- ALL REINFORCING BARS SHALL BE ASTM A615, GRADE 60.
- A CONCRETE FILLET SHALL BE PLACED IN THE BOTTOM OF THE INTAKE APPROXIMATELY AS INDICATED AND AS DIRECTED BY THE ENGINEER. SPECIAL SHAPING OF THE FILLET IS REQUIRED TO PROVIDE A SMOOTH CHANNEL THROUGH THE INTAKE. TOP SURFACE OF THE FILLET SHALL SLOPE APPROXIMATELY 1 IN./FT. TOWARD THE CHANNEL.
- JOINTS IN PAVEMENT ADJACENT TO INTAKE SHALL BE SHOWN ON STANDARD ROAD PLANS PV-101. JOINT LOCATIONS SHALL BE AS INDICATED HEREON EXCEPT WHERE SPECIFICALLY MODIFIED BY OTHER PLAN DRAWINGS OR BY THE ENGINEER.
- PRICE BID FOR "INTAKE, SINGLE FLAT" SHALL INCLUDE:
 - ALL NECESSARY EXCAVATION AND BACKFILL
 - 1-1/2" CLEAN GRANULAR BASE BED (6 IN. DEPTH)
 - SATISFACTORY CONNECTION TO NEW OR EXISTING PIPE WITH NEW PIPE UP TO 7.5 FEET OF LENGTH (PER LINE).
 - FURNISHING ALL MATERIALS AND CONSTRUCTING INSERT AS DETAILED HEREON.
 - FURNISHING ALL MATERIALS AND CONSTRUCTING INTAKE AS DETAILED HEREON.
 - FILLET
 - BACKFILLING WITH FLOWABLE MORTAR TO MID-HEIGHT OF PIPES.
 - SATISFACTORY GROUTING OF ALL FORM TIE HOLES, INTERIOR AND EXTERIOR. 4b1 & 4b2 BARS TO BE PLACED IN ALL WALLS. 4b2 BARS TO START 6" ABOVE TOP OF FOOTING.
- NEENAH R-3405-A GUTTER INLET FRAME AND GRATE WITH A TYPE "L" VANE GRATE. EAST JORDAN IRON WORKS CATCH BASIN INLET 5235 WITH V-5622-2 GRATE. (OR APPROVED EQUAL)
- PIPES SHALL NOT PROJECT UNNECESSARILY INTO WELL.
- INTAKE MUST BE N.P.D.E.S. COMPLIANT PER CITY OF CEDAR FALLS STANDARD.

STANDARD DETAIL
SINGLE FLAT INTAKE

SHEET NO.	B.02				
TOTAL SHEETS	12				
	NO.	DATE	REVISION	INIT.	

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

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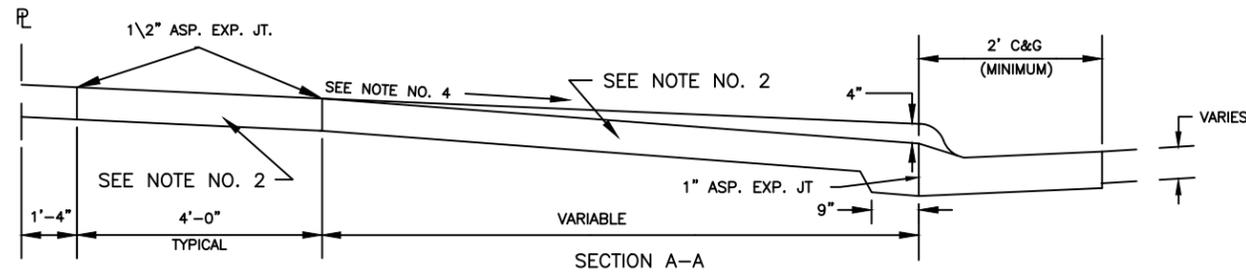


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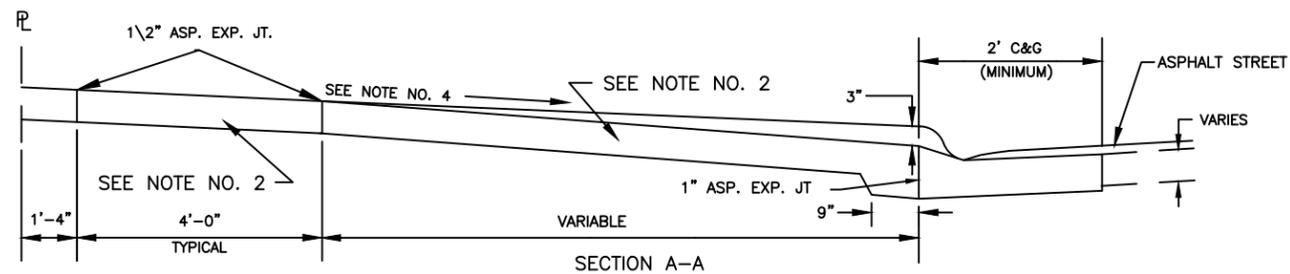
CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

SHEET NO.	B.02
TOTAL SHEETS	12

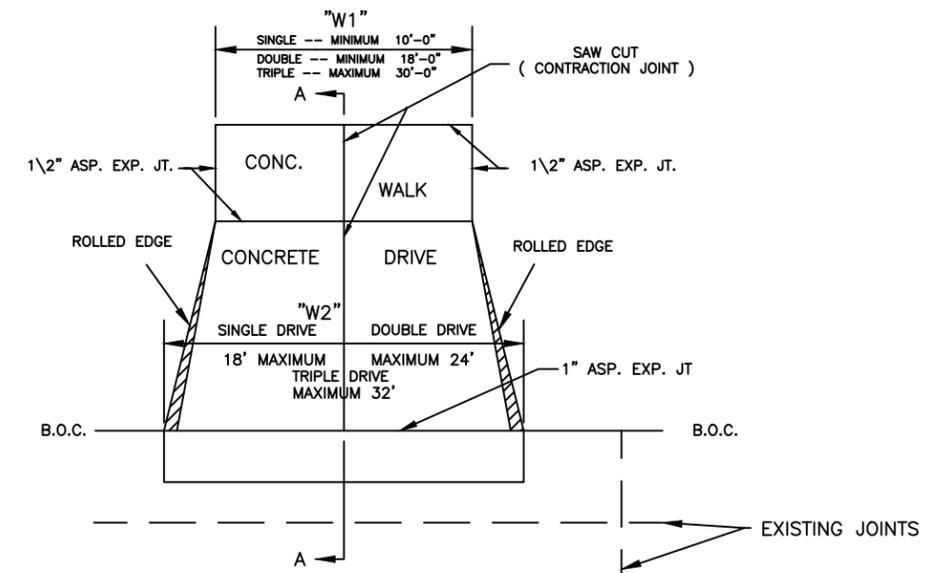
- NOTES:
- CONSTRUCTION DETAILS SHOWN HEREIN ARE FOR URBAN TYPE DRIVEWAYS AND ALLEYS.
 - 6" PLAIN P.C. CONC., CLASS "C".
 - SLOPE OF WALK TO BE 1\4" PER FOOT. VARIATIONS TO BE DETERMINED BY CITY ENGINEER.
 - MAXIMUM SLOPE 10% ABOVE GUTTER.
 - SAW CUTS TO BE FULL THICKNESS OF THE EXISTING STREET TO PERMIT ADEQUATE REMOVAL OF CURB AND GUTTER.
 - ALL NEW OR EXISTING CURB OPENINGS WHICH INVOLVE CURB RECONSTRUCTION WITH AN END WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT AND/OR A LONGITUDINAL JOINT WHICH IS EIGHTEEN (18) INCHES OR LESS FROM AN EXISTING LONGITUDINAL JOINT SHALL BE RECONSTRUCTED TO THE RESPECTIVE JOINT(S).
 - EXPANSION JOINT AT BACK OF PAVEMENT, FACE, BACK AND SIDES OF WALK SHALL BE LEFT DOWN ONE HALF (1\2) INCH AND SEALED WITH JOINT FILLER MATERIAL CONFORMING TO SECTION 4136.02 OF THE I.D.O.T. SPECIFICATIONS. ALL EXPANSION JOINTS SHALL BE SEALED BEFORE ROAD IS OPEN TO TRAFFIC.
 - DRIVEWAY WIDTH (W1) AT THE OWNER'S PROPERTY LINE SHALL NOT BE LESS THAN TEN (10) FEET FOR A SINGLE DRIVE AND NOT LESS THAN EIGHTEEN (18) FEET FOR DOUBLE DRIVES.
 - CURB OPENING (W2) FOR A SINGLE DRIVE SHALL NOT EXCEED EIGHTEEN (18) FEET. FOR A DOUBLE DRIVE SHALL NOT EXCEED TWENTY-FOUR (24) FEET. (W2) WIDTH MAY EXCEED (W1) WIDTH BY NO MORE THAN SIX (6) FEET. TRIPLE DRIVEWAY CURB CUTS CAN BE THIRTY TWO (32) FEET MAXIMUM.
 - DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATIONS. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.
 - CONTRACTION JOINT LOCATIONS TO BE DETERMINED IN FIELD.
 - 4" CLASS 10 EXCAVATION, REPLACED WITH 4" GRANULAR SUBBASE TIED INTO PAVEMENT SUBBASE.



TYPICAL APPROACH CROSS-SECTION
ON PORTLAND CEMENT CONCRETE STREET



TYPICAL APPROACH CROSS-SECTION
ON ASPHALT OVERLAY STREET



SHEET NO.	B.03			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

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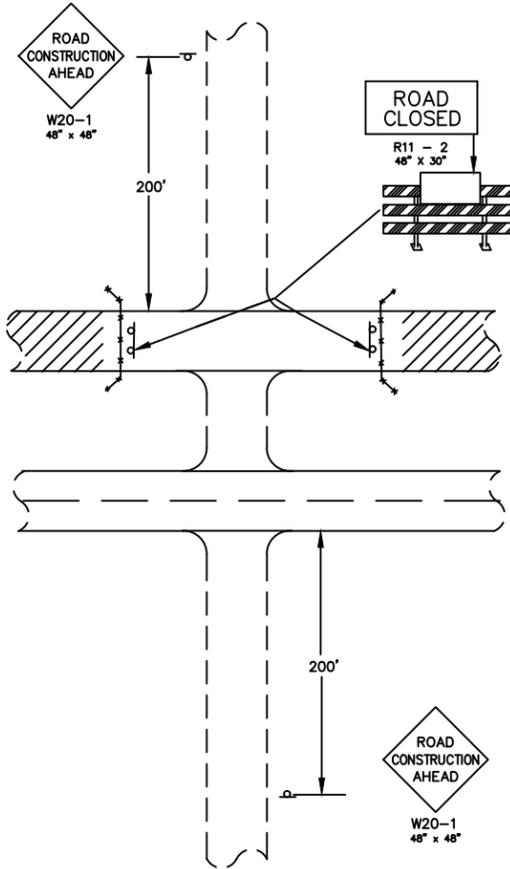
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CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

SHEET NO.	B.03
TOTAL SHEETS	12

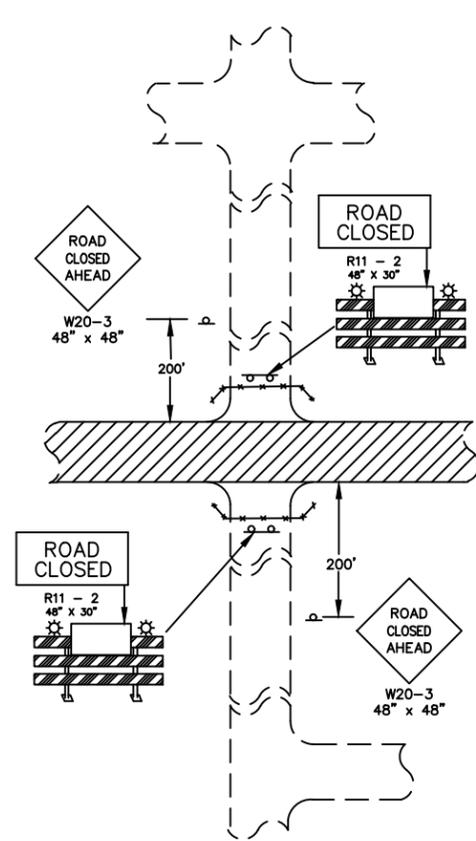
SITUATION 2

PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



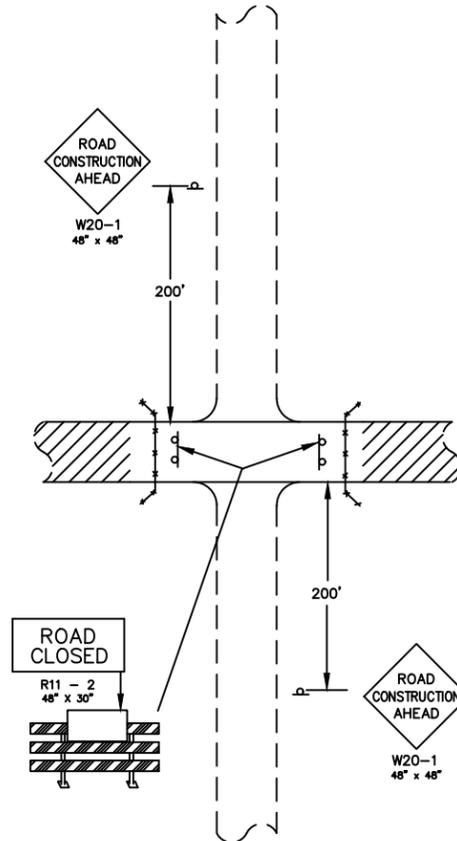
SITUATION 3

NO ACCESS TO PROJECT.
(APPLICABLE TO T-INTERSECTIONS)



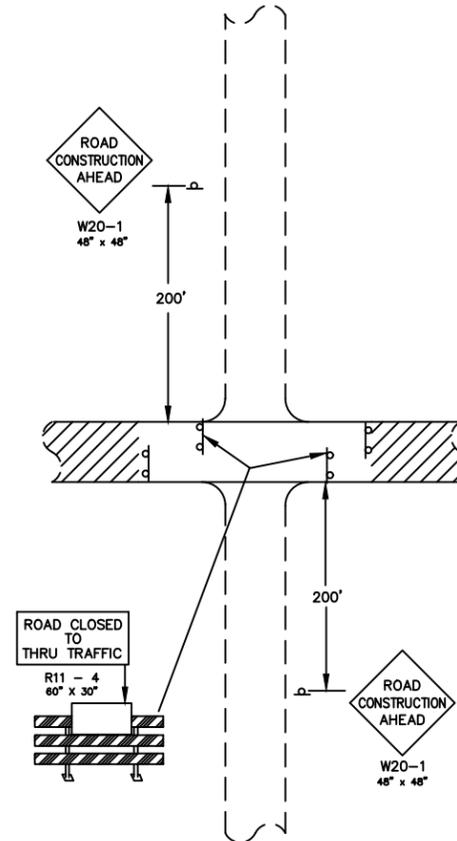
SITUATION 4

PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



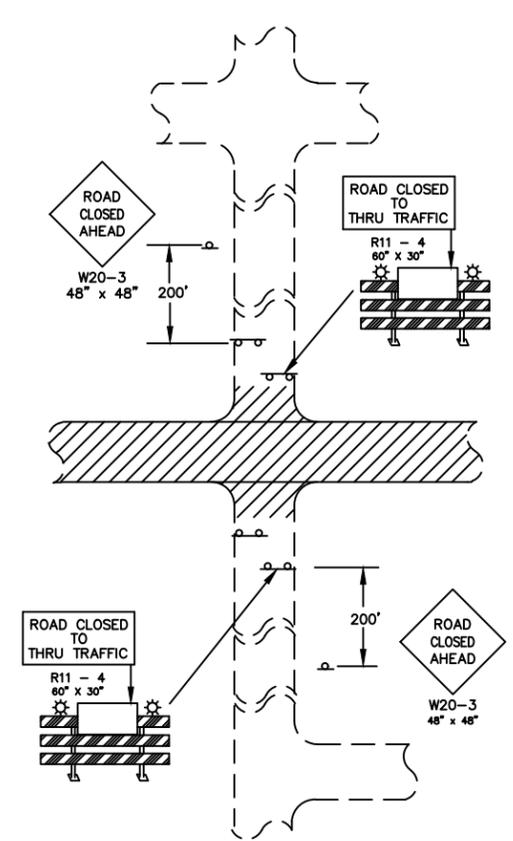
SITUATION 5

PUBLIC CROSS - TRAFFIC MAINTAINED.
CONTRACTOR AND RESIDENT ACCESS.



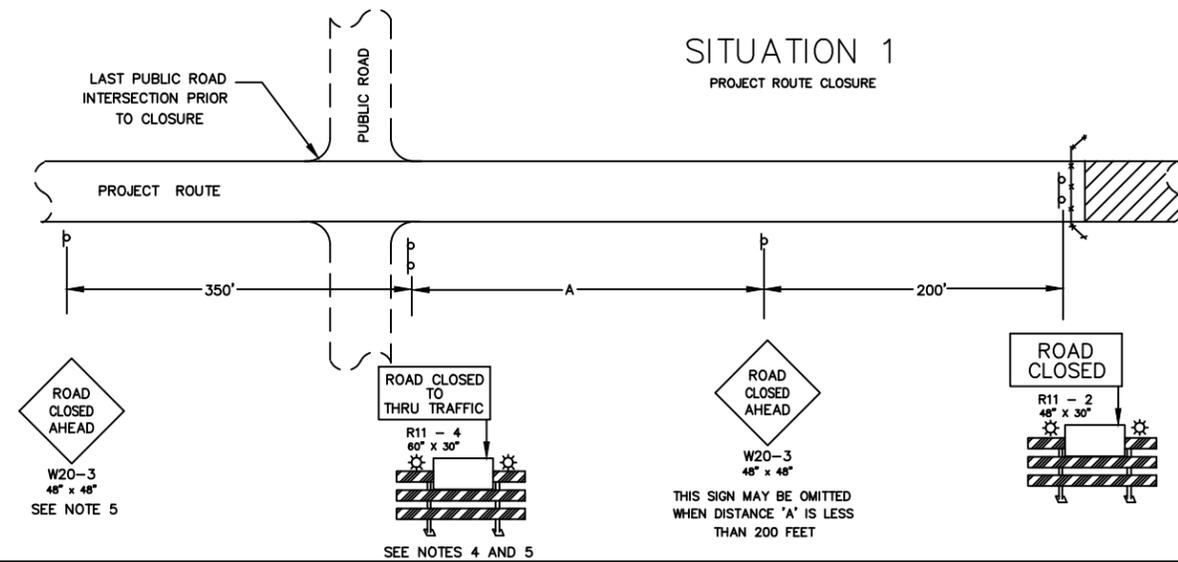
SITUATION 6

NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT
ACCESS ONLY. (APPLICABLE TO T-INTERSECTIONS)



SITUATION 1

PROJECT ROUTE CLOSURE



GENERAL NOTES

- SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE-ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
- SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET, THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
- IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
- SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).

LEGEND

- TRAFFIC SIGN
- TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- ORANGE PLASTIC SAFETY FENCE
- TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- WORK AREA

SHEET NO.	B.04				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

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CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	B.04
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		

ESTIMATED QUANTITIES							
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	9TH & 10TH - DIVISION & CATHERINE	4TH & 5TH - DIVISION & COLLEGE	16TH & 17TH - FRANKLIN & TREMONT	TOTAL ESTIMATED QUANTITY
1	2010-1.08-A	CLEARING & GRUBBING	UNITS	20.0	15.0	20.0	55.0
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	C.Y.	26.5	34.1	16.7	77.3
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	352.3	179.0	180.0	711.3
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	2.0	2.0	2.0	6.0
5	5020-1.08-E	VALVE EXTENSION	EACH	1.0	1.0	1.0	3.0
6	6010-1.08-H	REMOVE INTAKE	EACH	1.0	0.0	0.0	1.0
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	S.Y.	0.0	0.0	50.7	50.7
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDE	L.F.	47.5	54.0	57.0	158.5
9	7030-1.08-A	REMOVAL OF DRIVEWAY	S.Y.	54.5	54.0	58.8	167.3
10	7030-1.08-A	REMOVAL OF SIDEWALK	S.Y.	0.0	48.9	24.4	73.3
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	S.Y.	12.6	48.9	24.4	85.9
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	S.Y.	38.9	80.0	54.4	173.3
13	7030-1.08-H	DRIVEWAY, GRANULAR	S.Y.	19.0	0.0	16.4	35.4
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C., 'M' MIX	S.Y.	0.0	0.0	33.0	33.0
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	L.F.	47.5	54.0	57.0	158.5
16	7080-1.08-B	ENGINEERING FABRIC	S.Y.	1132.3	446.8	606.1	2185.2
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	L.F.	449.0	307.0	331.0	1087.0
18	7080-1.08-D	STORAGE AGGREGATE, 8"	S.Y.	704.5	357.5	354.8	1416.8
19	7080-1.08-E	FILTER AGGREGATE, 4"	S.Y.	704.5	357.5	354.8	1416.8
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	1767.6	1032.7	897.6	3697.9
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	0.0	242.8	204.3	447.1
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	S.Y.	502.5	0.0	0.0	502.5
23	8030-1.08-A	TRAFFIC CONTROL	L.S.	0.33	0.33	0.33	1.0
24	9010-1.08-B	HYDRAULIC SEEDING	S.F.	1430.0	1840.2	900.0	4170.2
25	9040-1.08-F	WATTLE, STRAW, 9"	L.F.	100.0	100.0	100.0	300.0
26	9040-1.08-T	INLET PROTECTION DEVICE	EACH	1.0	1.0	1.0	3.0
27	9040-1.08-T	INLET PROTECTION DEVICE, MAINTENANCE	EACH	1.0	1.0	1.0	3.0
28	CF DETAIL	INTAKE, SINGLE FLAT	EACH	1.0	0.0	0.0	1.0

- ITEM # DESCRIPTION**
- REFER TO D SHEETS FOR CLEARING AND GRUBBING LOCATIONS. LOCATIONS SHALL BE MARKED AND APPROVED BY THE CITY PRIOR TO CLEARING OPERATIONS. ALL OTHER TREES AND PLANT MATERIAL THAT ARE TO REMAIN SHALL BE PROTECTED. THIS ITEM IS TO BE USED FOR GENERAL CLEARING AREAS NOTED IN THE PLANS. QUANTITY IS ESTIMATED, TO BE DETERMINED IN FIELD.
 - SEE STANDARD SPECIFICATIONS 2010-2.01 FOR MATERIAL ACCEPTANCE. ESTIMATED QUANTITY BASED ON FURNISHING 6" OF TOPSOIL ON ALL AREAS DISTURBED WITHIN THE SEEDING LIMITS. THIS ITEM WILL BE PAID AS A FILL QUANTITY IN PLACE (NO ADJUSTMENTS FOR SHRINKAGE). SEE GENERAL NOTE #9. MATERIAL SHALL NOT HAVE SOD OR GRASS IN IT. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
 - SEE SHEET B.01 FOR TYPICAL SECTION. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION. QUANTITY INCLUDES CUT, FILL, & WASTE.
 - SEE D SHEETS FOR LOCATIONS. REFER TO SUDAS DETAIL 4040.232, TYPE A-1 SHALL BE USED. STANDPIPE SHALL BE SOLID PVC AND CASTING SHALL BE FINISHED FLUSH WITH CONCRETE COLLAR. TEE SHALL BE INSTALLED ON LONGITUDINAL SUBDRAIN SO THAT FLOWLINE IS ABLE TO BE OBSERVED. THE UNIT PRICE INCLUDES: PIPE, WYES, FITTINGS, CASTING, AND FURNISHING/PLACEMENT OF BEDDING & BACKFILL MATERIAL.
 - THIS ITEM IS ONLY TO BE USED IF A VALVE BOX EXTENSION IS NEEDED. MEASUREMENT AND PAYMENT FOR MINOR ADJUSTMENT OF AN EXISTING VALVE BOX BY RAISING OR LOWERING THE ADJUSTABLE VALVE BOX IS INCIDENTAL.
 - REFER TO SHEET C.03 & SHEET D.01. THIS WORK INCLUDES BUT IS NOT LIMITED TO: SAWCUTTING NECESSARY FOR REMOVAL; LOADING, HAULING & DISPOSAL OF THE MATERIALS IN THIS ITEM; FURNISHING, PLACING, & COMPACTING BACKFILL.
 - CLASS C MIX SHALL BE USED WITH CLASS 3 COURSE AGGREGATE DURABILITY. CURB & GUTTER INCIDENTAL TO BID ITEM. REFER TO D SHEETS FOR LOCATIONS. SAWCUTTING AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, THE MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS.
 - TRANSITION TO MATCH EXISTING CURB AND GUTTER. CLASS C MIX SHALL BE USED. COURSE AGGREGATE TO HAVE CLASS 3 DURABILITY. ASSUMED TYPICAL 2.5' WIDE SECTION. SEE D SHEETS FOR LOCATIONS. ALL CONCRETE, HMA, LABOR, AND MATERIALS SHALL BE INCIDENTAL TO BID ITEM. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE TABULATION SHEET C.03 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. REMOVAL LIMITS TO BE MARKED BY ENGINEER.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE TABULATION SHEET C.03 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.03. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE CLASS C MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.03. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE 'C' MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED. MATURITY METHOD MAY BE USED FOR OPENING STRENGTH, IF NOT REFER TO TABLE 7010.01 OF SUDAS FOR OPENING STRENGTH REQUIREMENTS. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.02. REFER TO SHEET D SHEETS FOR LOCATIONS. MATERIAL SHALL BE CLASS A CRUSHED STONE AND COMPLY WITH IOWA DOT SECTION 2315. COMPACTION OF ROADSTONE SHALL BE INCIDENTAL TO BID ITEM.
 - THIS ITEM TO BE USED TO REPAIR UTILITY PATCHES. CURB & GUTTER INCIDENTAL TO BID ITEM. SEE D SHEETS FOR LOCATIONS. GRANULAR SUBBASE TO COMPLY WITH I.D.O.T. SPECIFICATION SECTION 4121.0. ALL LABOR & MATERIALS ARE INCIDENTAL TO BID ITEM.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE D SHEETS FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITEM.
 - ENGINEERING FABRIC SHALL COMPLY WITH IOWA DOT SECTION 4196, SUBSURFACE DRAINAGE. REFER TO TYPICAL SECTION ON SHEET B.01 SHEET & D SHEETS FOR LOCATIONS.
 - SEE CITY SUPPLEMENTAL SPECIFICATIONS, SECTION 4040-2.02. PIPE TO BE BACKFILLED WITH POROUS MATERIAL AS PER TYPICAL SECTION ON SHEET B.01, POROUS MATERIAL INCIDENTAL TO UNDERDRAIN. CONNECTION TO EXISTING UNDERDRAIN OR STORM SEWER INCIDENTAL TO BID ITEM.
 - THE STORAGE AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4122, GRADATION #13, CLASS 2 DURABILITY, 3" CLEAN.
 - THE FILTER AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4115, GRADATION #3, CLASS 2 DURABILITY, 1" CLEAN.
 - PERMEABLE CLAY BRICK PAVERS SHALL MEET OR EXCEED THE REQUIREMENTS UNDER ASTM STANDARD C 1272: HEAVY VEHICULAR PAVING BRICK. SEE ASTM STANDARD FOR ADDITIONAL REQUIREMENTS. THE PAVER SOURCE AND COLOR SHALL BE PROVIDED TO THE ENGINEER FOR SELECTION AND APPROVAL PRIOR TO USE. THE COLOR SAMPLE IS INCIDENTAL TO BID ITEM. PAVER SIZE SHALL BE 8" X 4" X 2 3/4". PAVER COLOR SHALL BE RED PALETTE. HERRINGBONE PATTERN SHALL BE USED, SEE SHEET B.01 & B.02 FOR DETAILS. BEDDING COURSE AND VOID AREA STONE (BOTH ASTM NO. 9 BEDDING STONE) SHALL BE INCIDENTAL TO THE PERMEABLE CLAY BLOCK PAVER ITEM. ASTM NO. 9 IS EQUIVALENT TO 1/2" WASHED CHIPS.
 - REFER TO DETAIL ON SHEET B.01 AND TABULATION SHEET C.03. REFER TO D SHEETS FOR LOCATIONS. CLASS C MIX SHALL BE USED. COARSE AGGREGATE SHALL BE CLASS 3 DURABILITY. SAWCUTS AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS. REFER TO SUDAS SECTION 7080-3.10-A FOR HORIZONTAL ALIGNMENT REQUIREMENT OF PCC EDGE RESTRAINT. CONCRETE WASHOUT INCIDENTAL TO BID ITEM. CURB IS INCIDENTAL TO BID ITEM.
 - REFER TO DETAIL ON SHEET B.01 AND TABULATION SHEET C.03. REFER TO D SHEETS FOR LOCATIONS. CLASS C MIX SHALL BE USED. COARSE AGGREGATE SHALL BE CLASS 3 DURABILITY. SAWCUTS AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, THE MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS. REFER TO SUDAS SECTION 7080-3.10-A FOR HORIZONTAL ALIGNMENT REQUIREMENT OF PCC EDGE RESTRAINT. CONCRETE WASHOUT INCIDENTAL TO BID ITEM. CURB IS INCIDENTAL TO BID ITEM.
 - CONTRACTOR SHALL NOTIFY THE ENGINEER SEVEN (7) DAYS PRIOR TO CLOSURE TO ALLOW NOTIFICATION OF LOCAL RESIDENTS AND LOCAL MEDIA. SEE SHEET C.05 FOR DETAILS AND GENERAL NOTE 29. ALL TRAFFIC CONTROL SHALL CONFORM WITH MOST RECENT VERSION OF THE MUTCD.
 - SEED MIXTURE SHALL BE TYPE 1, PERMANENT LAWN MIXTURE. SEE SUDAS STANDARD SPECIFICATION 9010.305. CLEAN UP SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS 9010.309. ANY AREAS DISTURBED OUTSIDE THE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
 - SEE SUDAS STANDARD SPECIFICATION 9040-2.06&3.09. REMOVE THE WATTLE UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
 - SEE SUDAS STANDARD SPECIFICATION 9040-2.18&3.24. REMOVE INLET PROTECTION UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
 - CONTRACTOR SHALL CLEAN EACH SEDIMENT FILTER BASIN AFTER EACH SIGNIFICANT RAINFALL EVENT OR AS DIRECTED BY THE ENGINEER. CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ACCUMULATED SILT AND ANY OTHER DEBRIS DEPOSITED BY THE FLOW OF STORM WATER THROUGH THE SEDIMENT FILTER. PAYMENT SHALL BE ON A PER EACH BASIS AND SHALL INCLUDE THE AREA FROM THE GUTTER TO THE CENTERLINE OF THE ROADWAY AS NEEDED TO REMOVE ACCUMULATED SILT & DEBRIS. ACCUMULATED SILT & DEBRIS SHALL BE HAULED AWAY FROM THE CONSTRUCTION SITE & DISPOSED OF AS PER GENERAL NOTE NO. 7.
 - REFER TO TABULATION SHEET C.03 AND D SHEETS FOR LOCATIONS. REFER TO CITY OF CEDAR FALL'S STANDARD SINGLE FLAT INTAKE DETAIL. ADJUSTMENT RINGS WILL NOT BE ALLOWED, ADJUSTMENTS MUST BE CAST IN PLACE. EXPANSION JOINTS ARE INCIDENTAL TO BID ITEM. CONNECTION TO EXISTING STORM SEWER INCIDENTAL TO BID ITEM.

SHEET NO.	C.01			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

ESTIMATED QUANTITIES 344



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.01
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		

Plot Date: March 7, 2019 - 3:04 PM By: Cody Hoger Drawing Name: G:\users\veg\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg

1. PROJECT SCHEDULE – THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2. DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA ON THE FOLLOWING PROJECTS.
3. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT – THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
4. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
5. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
7. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.
THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
2. DISPOSE OF IN A LICENSED LANDFILL.
8. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
9. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
11. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
12. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
13. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
14. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
15. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
16. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
17. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
18. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
19. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF SUDAS SECTION 7010-2.01-M.
20. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
21. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
22. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM.
23. THE COST OF CONNECTING PERFORATED SUBDRAIN TO EXISTING STRUCTURES OR TILE LINES SHALL BE CONSIDERED INCIDENTAL TO THE COST PER LINEAR FOOT OF THE PERTINENT PIPE.
24. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
25. UTILITIES – THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
26. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

27. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).
UTILITY CONTACT PERSON

CEDAR FALLS UTILITIES: JERALD LUKENSMEYER 1-319-266-1761
CENTURYLINK: BRENT GIESE 1-563-355-2592
MEDIACOM: KEVIN PARKER 1-319-232-8800
WATER RECLAMATION: MIKE NYMAN 1-319-273-8633
28. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
29. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
30. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND COLLECTED BY THE CITY SIGN DEPARTMENT. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
31. WATERMAIN SHALL HAVE 8 MIL THICK POLYETHYLENE MATERIAL WRAPPED ON PIPE. POLYETHYLENE MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH AWWA STANDARD C105.
32. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
33. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

MAY 10, 2019 – UNI CLASSES END
MAY 31, 2019 – LAST DAY OF SCHOOL C.F. PUBLIC SCHOOLS (TENTATIVE)
JUNE 28-30, 2019 – STURGIS FALLS DAYS CELEBRATION
AUGUST 22, 2019 – C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
AUGUST 20, 2019 (MON.) – UNI CLASSES RESUME
UNI HOMECOMING – OCTOBER 12, 2019
34. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
35. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
36. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE AND LOCAL ORDINANCES.
37. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2019 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
38. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:
BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL./S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.
39. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.
40. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL ENSURE THAT ALL MUD & DEBRIS HAS BEEN REMOVED FROM BETWEEN THE PAVERS TO PREVENT CLOGGING OF THE PERMEABLE PAVER SYSTEM.
41. WHERE SECTION OR SUB-SECTION MONUMENTS, BENCHMARKS, RIGHT-OF-WAY PINS, OR IRON PIPE MONUMENTS ARE ENCOUNTERED, THE CITY SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED OR DISTURBED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS UNTIL THE CITY AND AUTHORIZED SURVEYOR, OR AGENT, HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING AN AUTHORIZED SURVEYOR RE-ESTABLISH ANY MONUMENTS UNNECESSARILY DESTROYED DURING CONSTRUCTION OPERATIONS.

SHEET NO.	C.02				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

GENERAL NOTES 345



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.02
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		

Plot Date: March 7, 2019 - 3:04 PM By: Cody Hoger Drawing Name: G:\users\eng\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg

DRIVEWAY TABULATION						
DRIVE #	STREET	ADDRESS / STATION	REMOVAL (S.Y.)	6" PCC DRIVEWAY (S.Y.)	GRANULAR DRIVEWAY (S.Y.)	NOTES
1	9TH & 10TH - DIVISION & CATHERINE ALLEY	WEST END APPROACH	16.9	7.0	0.0	-
2	9TH & 10TH - DIVISION & CATHERINE ALLEY	EAST END APPROACH	33.8	24.0	0.0	-
3	9TH & 10TH - DIVISION & CATHERINE ALLEY	1207 W. 10TH ST.	3.8	7.9	0.0	-
4	9TH & 10TH - DIVISION & CATHERINE ALLEY	1203 W 10TH ST.	0.0	0.0	5.4	-
5	9TH & 10TH - DIVISION & CATHERINE ALLEY	1123 W 10TH ST.	0.0	0.0	2.3	-
6	9TH & 10TH - DIVISION & CATHERINE ALLEY	1119 W 10TH ST.	0.0	0.0	2.0	-
7	9TH & 10TH - DIVISION & CATHERINE ALLEY	1115 W 10TH ST.	0.0	0.0	2.0	-
8	9TH & 10TH - DIVISION & CATHERINE ALLEY	1106 W 9TH ST.	0.0	0.0	7.3	-
9	4TH & 5TH - COLLEGE & OLIVE	NORTH END APPROACH	24.7	24.7	0.0	-
10	4TH & 5TH - COLLEGE & OLIVE	SOUTH END APPROACH	29.3	29.3	0.0	-
11	4TH & 5TH - COLLEGE & OLIVE	413 OLIVE ST.	0.0	6.6	0.0	-
12	4TH & 5TH - COLLEGE & OLIVE	417 OLIVE ST.	0.0	4.4	0.0	-
13	4TH & 5TH - COLLEGE & OLIVE	421 OLIVE ST.	0.0	10.1	0.0	-
14	4TH & 5TH - COLLEGE & OLIVE	818 COLLEGE ST.	0.0	4.9	0.0	-
15	16TH & 17TH - FRANKLIN & TREMONT	SOUTH END APPROACH	35.2	30.8	0.0	-
16	16TH & 17TH - FRANKLIN & TREMONT	NORTH END APPROACH	20.7	20.7	0.0	-
17	16TH & 17TH - FRANKLIN & TREMONT	423 TREMONT ST.	2.9	2.9	0.0	-
18	16TH & 17TH - FRANKLIN & TREMONT	1616 TREMONT ST.	0.0	0.0	4.6	-
19	16TH & 17TH - FRANKLIN & TREMONT	1604 TREMONT ST.	0.0	0.0	5.5	-
20	16TH & 17TH - FRANKLIN & TREMONT	1603 FRANKLIN ST.	0.0	0.0	6.3	-

GENERAL DRIVEWAY NOTES:

- SEE DRIVEWAY DETAILS, SHEET B.02 & B.03
- BARRICADES ARE REQUIRED TO PROTECT NEW PAVEMENT, INCIDENTAL TO CONCRETE BID ITEMS
- SEE D SHEETS FOR LOCATIONS

INTAKE REMOVAL TABULATION						
NO.	DESCRIPTION	UNITS	LOCATION	SHEET NUMBER	DISPOSAL	NOTES
1	SINGLE FLAT INTAKE	1.0	9TH & 10TH - DIVISION & CATHERINE	D.01	BY CONTRACTOR	-

GENERAL NOTES

-

SIDEWALK REMOVAL & REPLACEMENT TABULATION						
#	STREET	STATION / ADDRESS	DEPTH (IN.)	REM. (S.Y.)	REPL. (S.Y.)	NOTES
1	9TH & 10TH - DIVISION & CATHERINE ALLEY	WEST END APPROACH	6	0.0	6.3	1,2
2	9TH & 10TH - DIVISION & CATHERINE ALLEY	EAST END APPROACH	6	0.0	6.3	1,2
3	4TH & 5TH - COLLEGE & OLIVE	NORTH END APPROACH	6	24.4	24.4	2
4	4TH & 5TH - COLLEGE & OLIVE	SOUTH END APPROACH	6	24.5	24.5	2
5	16TH & 17TH - FRANKLIN & TREMONT	NORTH END APPROACH	6	24.4	24.4	1,2
6	16TH & 17TH - FRANKLIN & TREMONT	SOUTH END APPROACH	6	0.0	0.0	-

SIDEWALK NOTES:

1. NO EXISTING SIDEWALK, NEW SIDEWALK TO BE CONSTRUCTED. EXCAVATION INCIDENTAL TO BID ITEM.
2. PLACE 4 FT. WIDE SIDEWALK.

GENERAL SIDEWALK NOTES:

- ANY ADDITIONAL EXCAVATION OR FILL INCIDENTAL
- ALL SAW CUTS FOR SIDEWALKS INCIDENTAL. THIS INCLUDES SAW CUTS FOR CONTROL JOINTS AND ANY CUTS NECESSARY FOR REMOVALS.
- 1" EXPANSION JOINT TO BE PLACED AT BACK OF CURB AND 1/2" EXPANSION JOINT TO BE PLACED AT FACE OF WALK ON ALL SIDEWALKS.
- SEE SIDEWALK DETAILS.
- BARRICADES REQUIRED TO PROTECT NEW SIDEWALK.

INTAKE TABULATION							
INTAKE NO.	STREET	TYPE	STATION / OFFSET	FORM GRADE ELEVATION	OUTLET* ELEVATION	BOTT. WELL ELEVATION	NOTES
I-1	9TH & 10TH - DIVISION & CATHERINE ALLEY	SINGLE FLAT	3+22.29	942.11	936.58	936.63	-

GENERAL INTAKE NOTES:

- RECONSTRUCTION OF INTAKES MAY INCLUDE REPLACEMENT OF ONE STANDARD PIPE LENGTH, UP TO 7.5 FEET OF THE EXISTING INLET AND OUTLET PIPES (PER LINE). PIPES SHALL BE OF THE SAME DIAMETER AS THE EXISTING PIPE AND OF 2000D CONCRETE. REPLACEMENT OF EXISTING PIPES AND NECESSARY "C" COLLARS INCIDENTAL TO INTAKE CONSTRUCTION.
- EXISTING PIPE SIZES AND TYPES ARE LISTED FROM BEST AVAILABLE RECORDS, AND SHOULD BE VERIFIED IN THE FIELD.
- ALL INTAKES INCLUDE NEW CASTINGS.
- * OUTLET ELEVATIONS ARE LISTED FROM BEST AVAILABLE RECORDS, AND SHOULD BE VERIFIED IN THE FIELD.
- SEE INTAKE DETAIL SHEETS B.04 AND STANDARD SPECIFICATIONS.

INTAKE NOTES:

6" P.C.C. EDGE RESTRAINT CURB SECTIONS			
NO.	LOCATION	STATIONS	SIDE
1	16TH & 17TH - FRANKLIN & TREMONT	0+60 - 1+16	LEFT
2	16TH & 17TH - FRANKLIN & TREMONT	1+70 - 2+45	LEFT
3	16TH & 17TH - FRANKLIN & TREMONT	2+87 - 3+12	RIGHT
4	16TH & 17TH - FRANKLIN & TREMONT	2+87 - 3+12	LEFT

GENERAL NOTES

- CURB INCIDENTAL TO BID ITEMS: #22, #23

SHEET NO.	C.03			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

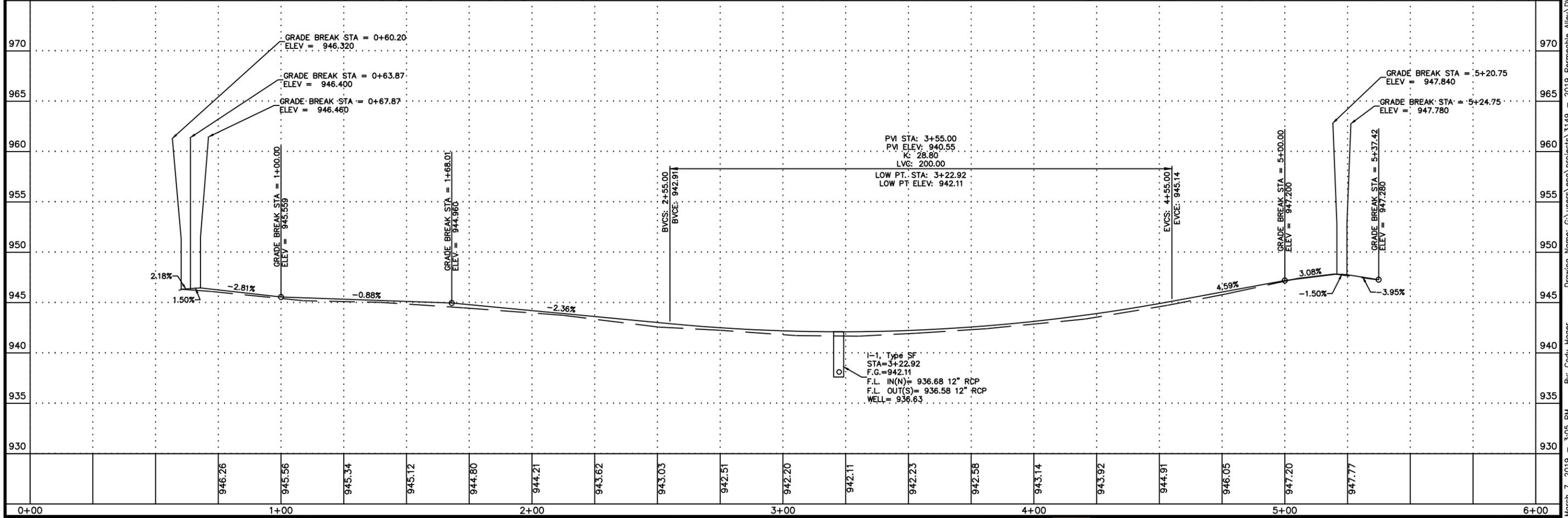
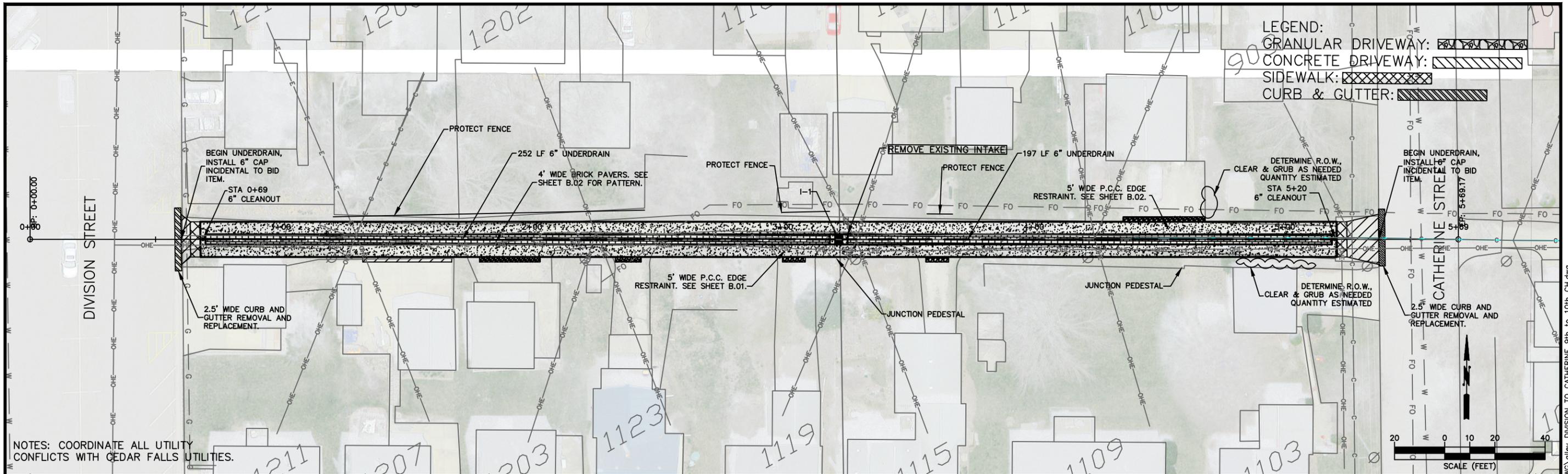
TABULATIONS

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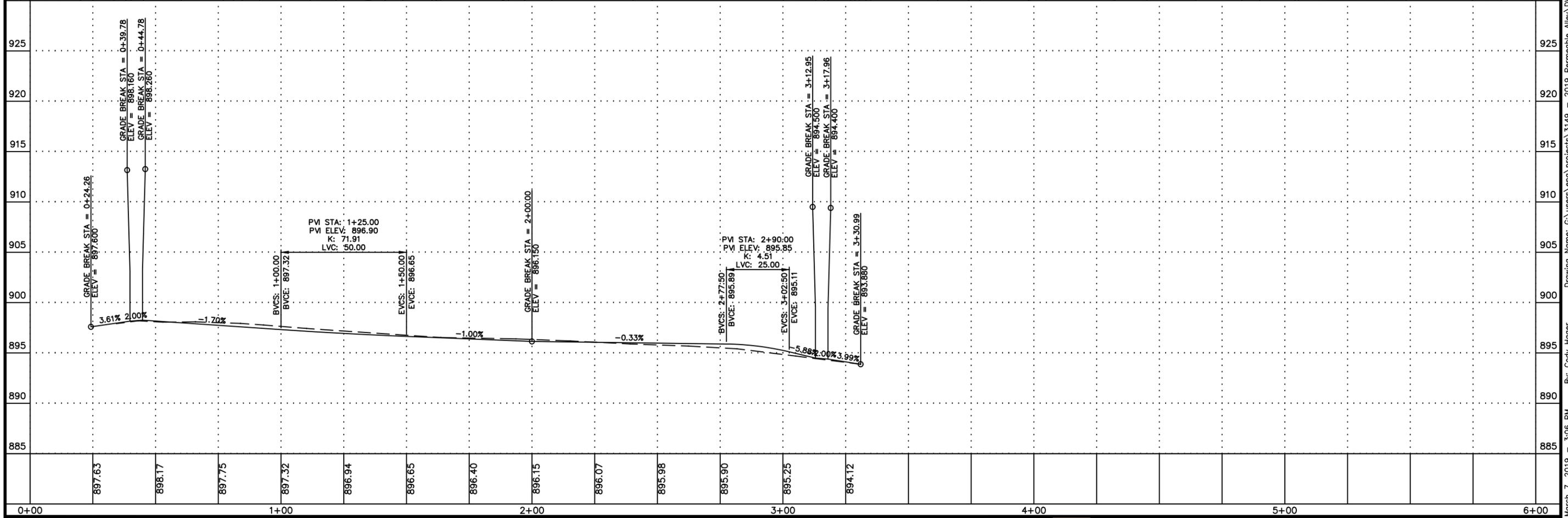
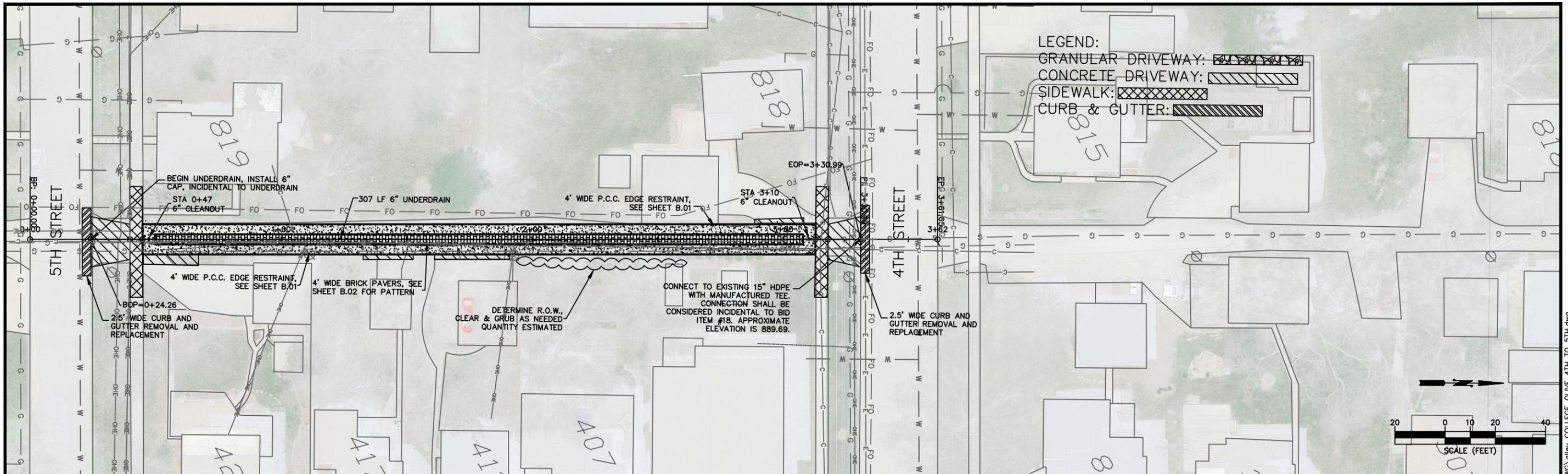
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
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CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.03
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		



SHEET NO.	D.01	2019 PERMEABLE ALLEY PROJECT				ALLEY - 9TH TO 10TH - DIV CATHERINE TO				347	DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161				CITY PROJECT NUMBER ST-056-3149	SHEET NO. D.01
TOTAL SHEETS	12										"OUR CITIZENS ARE OUR BUSINESS"				DRAWN BY: JCH	TOTAL SHEETS 12
		NO.	DATE	REVISION	INIT.										CHECKED BY: LRB	

Plot Date: March 7, 2019 - 3:05 PM By: Cody Hoger Drawing Name: G:\Users\heng\projects\3149 - 2019 Permeable Alley\DWG\alley DIVISION TO CATHERINE 9th to 10th CH.dwg



897.63	898.17	897.75	897.32	896.94	896.65	896.40	896.15	896.07	895.98	895.90	895.25	894.12								
0+00	1+00						2+00				3+00			4+00			5+00			6+00

SHEET NO. D.02	2019 PERMEABLE ALLEY PROJECT										ALLEY - 4TH TO 5TH - COLLEGE 348 OLIVE										DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161										CITY PROJECT NUMBER ST-056-3149										SHEET NO. D.02									
TOTAL SHEETS 12																					OUR CITIZENS ARE OUR BUSINESS										DRAWN BY: JCH CHECKED BY: LRB										TOTAL SHEETS 12									

Plot Date: March 7, 2019 - 3:06 PM By: Cody Hoger Drawing Name: G:\Users\eng\Projects\3149 - 2019 Permeable Alley\DWG\alley COLLEGE OLIVE 4TH TO 5TH.dwg

PROJECT SPECIFICATIONS
For
2019 Permeable Alley Project

Project No. ST-056-3149
Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a serrated outer edge. The text 'PROFESSIONAL ENGINEER' is written along the top inner edge, and 'LICENSED' is written along the left inner edge. In the center, it reads 'LINDSAY R. BEAMAN' and '19971'. At the bottom, it says 'IOWA' with two stars on either side.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p><u>Lindsay Beaman</u> Date: <u>3-8-19</u></p> <p>Lindsay R. Beaman, P.E. Iowa License No. 19971 My license renewal date is December 31, 2019</p> <p>Pages or sheets covered by this seal: <u>1-30</u>.</p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2019 edition of the “STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM” (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls’ 2018 Supplemental Specifications to the most current edition of the SUDAS STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM”

Links to both documents can be found on the City’s website at:

www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

30-31

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2019
PERMEABLE ALLEY PROJECT, CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2019 Permeable Alley Project in said City at 7:00 p.m. on the 1st day of April, 2019, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the estimated total cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacque Danielsen, CMC
City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
2019 PERMEABLE ALLEY PROJECT

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 9th day of April, 2019.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 9th day of April, 2019 in the City Council Chambers at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on April 15, 2019 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within sixty (60) working days. Working days will be accumulated concurrently from the date set forth in the written Notice to Proceed.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a Bid Security as defined in the Instructions to Bidders - Division 1, Section 05.

Contract Documents: Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's office, 220 Clay Street, Cedar Falls, IA, 50613. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive; and be rejected.

Sales Tax: Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the installation of three full or partial permeable alleys. Work shall include a combination of excavation and backfill of the alley areas, storm sewer, P.C.C. installation, permeable clay brick paver installation, seeding, and concrete or gravel driveway replacement.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: _____

Jacque Danielsen, CMC

City Clerk

DIVISION I – Instructions to Bidders

The work comprising the 2019 Permeable Alley Project shall be constructed in accordance with the 2019 edition of the Statewide Urban Standard Specifications for Public Improvements (SUDAS) and as further modified by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your Bid, please review the requirements of "Division One, General Provisions and Covenants," in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

01 Definition and Terms

Add the following to the SUDAS Standard Specifications Section 1010 – 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2019 Permeable Alley Project Project No. ST-056-3149

02 Qualification of the Bidder

Add the following to The SUDAS Standard Specifications Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; the present firm name, and the name of the state where incorporated.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to The SUDAS Standard Specifications Section 1020 – 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's Office. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to The SUDAS Standard Specifications Section 1020 – 1.08:

Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to The SUDAS Standard Specifications Section 1020 – 1.12:

The Bid Security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other Bid Bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to City Clerk of the City of Cedar Falls."

"Miscellaneous Bank checks," as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the Bidder's name. The form shall then include the item numbers, item descriptions and units, and their quantities. The Bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in

figures in a column provided for each purpose, and the total amount of the proposal obtained by adding the cost extension for every bid item. The form shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the Bidder and its official address, and the Bidder's representative's legible printed name, signature, and title. The "entry area for total bid" line on the supplied Form of Proposal shall also be completed with the entry of "see attached".

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidders Status Form, and Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: 2019 Permeable Alley Project
Project No. ST-056-3149

**FORM OF PROPOSAL
2019 PERMEABLE ALLEY PROJECT
PROJECT NO. ST-056-3149
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 Permeable Alley Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	2010-1.08-A	CLEARING & GRUBBING	UNITS	55.0		
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	C.Y.	77.3		
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	711.3		
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6.0		
5	5020-1.08-E	VALVE EXTENSION	EACH	3.0		
6	6010-1.08-H	REMOVE INTAKE	EACH	1.0		
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	S.Y.	50.7		

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDTH	L.F.	158.5		
9	7030-1.08-A	REMOVAL OF DRIVEWAY	S.Y.	167.3		
10	7030-1.08-A	REMOVAL OF SIDEWALK	S.Y.	73.3		
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	S.Y.	85.9		
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	S.Y.	173.3		
13	7030-1.08-H	DRIVEWAY, GRANULAR	S.Y.	35.4		
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C., 'M' MIX	S.Y.	33.0		
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	L.F.	158.5		
16	7080-1.08-B	ENGINEERING FABRIC	S.Y.	2185.2		
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE 5	L.F.	1087.0		
18	7080-1.08-D	STORAGE AGGREGATE, 8"	S.Y.	1416.8		
19	7080-1.08-E	FILTER AGGREGATE, 4"	S.Y.	1416.8		
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	3697.9		
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	447.1		
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	S.Y.	502.5		
23	8030-1.08-A	TRAFFIC CONTROL	L.S.	1.0		
24	9010-1.08-B	HYDRAULIC SEEDING	S.F.	4170.2		

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
25	9040-1.08-F	WATTLE, STRAW, 9"	L.F.	300.0		
26	9040-1.08-T	INLET PROTECTION DEVICE	EACH	3.0		
27	9040-1.08-T	INLET PROTECTION DEVICE MAINTENANCE	EACH	3.0		
28	CF DETAIL	INTAKE, SINGLE FLAT	EACH	1.0		
					TOTAL	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-28). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of bidder

By _____

Official Address _____

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Surety (Seal)

By _____
Attorney-in-fact

Witness

Witness

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 PERMEABLE ALLEY PROJECT, Project No. ST-056-3149 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of May 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. ST-056-3149 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, CMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ 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 _____ (\$_____), 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 _____, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2019 Permeable Alley Project
Paving / Pavers / Storm Sewer
Project ST-056-3149**

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 _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

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.

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to The SUDAS Standard Specifications Section 1030 – 1.03:

The successful Bidder shall be required to furnish a Performance, Payment, and Maintenance Bond in the sum equal to one hundred (100%) percent of the total bid. The Maintenance Bond shall guarantee the maintenance of the improvements for a period of two (2 yrs.) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to The SUDAS Standard Specifications Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with the Contractors or Contacts of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) Sturgis Falls Celebration – June 20-22, 2019
- 4) UNI Spring Classes End – May 3, 2019
- 5) Last Day of Cedar Falls Public Schools (Tentative) – May 31, 2019
- 6) UNI Fall Classes Resume – August 26, 2019
- 7) Cedar Falls Public Schools Resume (Tentative)– August 26, 2019
- 8) UNI Homecoming – October 12, 2019
- 9) Downtown Levee Improvements Project FL-000-1975

03 Protection of Line and Grade Stakes

Add the following to The SUDAS Standard Specifications Section 1050 – 1.10:

The Contractor shall notify the Engineer at least forty-eight hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them. Contractor shall pay all said replacement cost(s) prior to the release of the final pay estimate.

04 Borrow and Waste Sites

Add the following to The SUDAS Standard Specifications Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer will review all disposal sites, prior to their use, to determine acceptability. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to The SUDAS Standard Specifications Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. Any item designated as a Specialty Item may be performed by subcontract, and the cost of any such Specialty Item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization. Any items that have been selected as a Specialty Item for the contract are listed as such in the Special Provisions.

06 Contract Time

Add the following to The SUDAS Standard Specifications Section 1080 – 1.02:

The work on the Contract shall commence ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be completed within sixty (60) working days.

Intermediate working days for construction staging will be as follows:

Division – Catherine & 9 th – 10 th	20 working days
College – Olive & 4 th – 5 th	20 working days
Franklin – Tremont & 16 th – 17 th	20 working days

If a stage is not open to local traffic within the allotted working days, liquidated damages of \$100.00 per day will be assessed.

07 Work Progress and Schedule

Add the following to The SUDAS Standard Specifications Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to The SUDAS Standard Specifications Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

09 Liquidated Damages

Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:

Liquidated damages in the amount of two hundred and fifty (\$250.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

10 Progress Payments

Add the following to The SUDAS Standard Specifications Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Sales Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish original vouchers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last pay estimate for a period of ninety (90) calendar days following such completion and approval, unless satisfied that materials and labor have been fully paid for.

11 Storm Water Pollution Prevention Plan

1. Site Description

The proposed 2019 Permeable Alley Project involves the construction of three permeable paver alleys. The construction shall include a combination of excavation and backfill in the alleys, P.C.C. installation, paver installation, new storm sewer with connections to new intakes, curb and gutter installation, and seeding.

Upon removal of pavement in any area, underground construction begins immediately, and construction proceeds continuously until that work section is re-opened to traffic. All areas included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into a branch of the Dry Run Creek and then to the Cedar River.

The Project plan set has details that are incorporated as a part of the Storm Water Pollution Prevention Plan. The Project plan set shows the intended construction staging plan and details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project area(s).

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. Sediment filters shall be installed on intake wells in sump locations and at the low point of each construction stage. Silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until all designated areas are sodded or have been paved.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to Subcontractors as Contractor chooses.

All Contractors/Subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by their operations or encountered in their work. All waste building material and supplies must be removed from the site and disposed of legally. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids and dispose of legally.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by any construction activities.

Each and every Contractor shall be responsible to the owner to:

1. Execute Contractor's/Subcontractor's part of the Storm Water Pollution Prevention Plan as described.
2. Conduct Contractor's/Subcontractor's activities to not damage any existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs at no additional expense to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that are needed during and at the conclusion of the work.

3. Storm Water Management

Storm water will be routed by means of permeable pavement, subdrain, and storm sewer. Subdrain will be used to channel water from the subdrain to the existing main storm sewer pipes. The storm sewer pipes will range in size from 15 inch dia. up to 30

inch diameter. Longitudinal sub-drains will be included along the centerline or off center of the alleys. The sub-drains will tie into the storm sewer pipes. The aggregate storage layer will be hydraulically tied to the sub-drain aggregate envelope. The storm water collection system is designed for the five (5 yr.) year storm event in accordance with local design standards. Temporary sediment basins are not incorporated because of the limited area exposed in each stage of construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not increase, and should decrease, as the final result of the permeable alley project. Storm water runoff shall be managed during construction to minimize erosion.

4. Storm Water Pollution Prevention Plan Reporting and Updates

The Owner or Owner's representative shall insure compliance with the Storm Water Pollution Prevention Plan and will perform regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. The Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractor's compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Storm Water Pollution Prevention Plan will be revised and modifications shall be made to the control facilities as needed.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2019 Permeable Alley Project No. ST-056-3149 in accordance with the 2019 edition of the SUDAS and as further amended by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS, except as amended or supplemented as follows:

Item No. 19 – Storage Aggregate, 8”

Storage aggregate placed as shown or directed by the Engineer will be measured by square yards as placed.

Item No. 20 – Filter Aggregate, 4”

Stone aggregate placed as shown or directed by the Engineer will be measured by square yards as placed.

Item No. 21 – Permeable Interlocking Pavers, Clay Brick

Permeable clay brick pavers shall be computed in square feet by surface measurements.

Item No. 22 – PCC Edge Restraint, 6” Concrete Slab, 4’ Width

PCC edge restraint shall be computed in square yards by surface measurements.

Item No. 23 – PCC Edge Restraint, 6” Concrete Slab, 5’ Width

PCC edge restraint shall be computed in square yards by surface measurements.

Item No. 25 – Hydraulic Seeding (Type 1, Permanent Lawn Mixture)

Hydraulic seeding will be measured in square feet by surface measurements.

13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the Form of Proposal in accordance with the 2019 edition of the SUDAS Specifications and as further amended by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS.

DIVISION 4 SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2019 Permeable Alley Project in accordance with the 2019 Edition of the SUDAS and as further amended by the City of Cedar Falls' 2018 Supplemental Specifications to the most current edition of the SUDAS, except as amended or supplemented as follows:

Item No. 17 – Engineering Fabric

The contractor shall install geotextile fabric in the areas as noted in the construction plans and specifications. This material is to be used to separate the fines in the sub-base from the previous aggregate base. The Contractor shall use geotextiles that are in conformance with Iowa D.O.T. Specification 4196 using the "Subsurface Drainage Table". Materials IM 496.01 shall also apply for this bid item. Approved manufacturers and brand names are as listed in Materials IM 496.01, 5. Appendix A.

1. Contractor shall place geotextile fabric on the bottom and sides of the soil subgrade. Contractor shall secure the geotextile fabric in place to prevent wrinkling from vehicle tires and tracks on equipment.
2. Contractor shall over-lap the geotextile fabric a minimum of twelve (12") inches in the direction of drainage.
3. Contractor shall lay the geotextile fabric over the edges of the subgrade to prevent fines from washing into the pervious aggregate base.

Item No. 21 – Permeable Interlocking Pavers, Clay Brick

This bid item is for the furnishing and placement of permeable clay brick pavers. The paver source and color sample shall be provided to the Engineer for selection and approval prior to use, incidental to bid item. Pavers shall meet or exceed the requirements of ASTM standard C 1272; heavy vehicular paving brick. See the ASTM standard for additional requirements. Placement of the permeable pavers shall be as shown in the detail(s) in the construction documents. The permeable pavers shall be placed in a Herringbone pattern.

Contractor's placement of the permeable clay pavers shall be as follows:

- A. Where pavers are placed against a curb and gutter or other pavement, installation of an edge course or soldier course is required if the pavement edge is not straight. Trim pavers as required to compensate for deviations in the adjacent pavement edge. Do not cut pavers to less than 1/3 their original size.
- B. Install PCC edge restraint.
- C. Place chalk lines on the bedding course to maintain straight joint lines.

- D. After pavers have been installed on the bedding course, and all cut pavers have been inserted to provide a full and complete surface, inspect pavers for damaged units and irregular joint lines. Remove and replace pavers as required.
- E. After inspection and replacement of damaged pavers, fill joint openings with bedding stone. Sweep the surface clean.
- F. Compact pavement surface with two passes of a vibratory plate compactor capable of at least 5,000 pounds centrifugal compaction force. Do not operate plate compactor within 6 feet of an unrestrained pavement edge.
- G. Re-inspect pavers, and remove and replace all damaged units. Refill joint openings completely. Sweep pavers clean. Complete compaction with two passes of the plate compactor.
- H. Refill all paver joint openings with bedding aggregate 6 months after installation.

Quality control Standards shall be as followed:

- A. Ensure horizontal alignment of the PCC edge restraint is within 1/2 inch of design alignment.
- B. Ensure final surface is within 3/8 inch when tested with a 10 foot straightedge.
- C. Ensure no greater than 1/8 inch difference in height between adjacent pavers.
- D. Maintain surface elevation within 1/4 inch above adjacent drainage inlets, gutters, and other appurtenances.

Item No. 22 – PCC Edge Restraint, 6” Concrete Slab, 4’ Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6”, Class “C”.

Item No. 23 – PCC Edge Restraint, 6” Concrete Slab, 5’ Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6”, Class “C”.

Item No. 25 – Hydraulic Seeding (Type 1, Permanent Lawn Mixture)

The subgrade area shall be free of debris and rocks; and raked smooth before applying the hydraulic mulch/seed mix. The seed type shall be Type 1, permanent lawn mixture. The Contractor shall follow SUDAS Specification 9010.305 for the site preparation and the application procedure.

**2019 PERMEABLE ALLEY PROJECT
CITY PROJECT NO. ST-056-3149
PAVERS / P.C.C. PAVING / STORM SEWER
PRELIMINARY ESTIMATE OF COST & QUANTITIES**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	2010-1.08-A	CLEARING & GRUBBING	55.0	UNITS	\$300.00	\$16,500.00
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	77.3	C.Y.	\$50.00	\$3,865.00
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	711.3	C.Y.	\$18.00	\$12,803.40
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	6.0	EACH	\$250.00	\$1,500.00
5	5020-1.08-E	VALVE EXTENSION	3.0	EACH	\$260.00	\$780.00
6	6010-1.08-H	REMOVE INTAKE	1.0	EACH	\$600.00	\$600.00
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	50.7	S.Y.	\$50.00	\$2,535.00
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDE	158.5	L.F.	\$50.00	\$7,925.00
9	7030-1.08-A	REMOVAL OF DRIVEWAY	167.3	S.Y.	\$10.00	\$1,673.00
10	7030-1.08-A	REMOVAL OF SIDEWALK	73.3	S.Y.	\$10.00	\$733.00
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	85.9	S.Y.	\$50.00	\$4,295.00
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	173.3	S.Y.	\$50.00	\$8,665.00
13	7030-1.08-H	DRIVEWAY, GRANULAR	35.4	S.Y.	\$35.00	\$1,239.00
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C. 'M' MIX	33.0	S.Y.	\$300.00	\$9,900.00
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	158.5	L.F.	\$10.00	\$1,585.00
16	7080-1.08-B	ENGINEERING FABRIC	2,185.2	S.Y.	\$5.00	\$10,926.00
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	1,087.0	L.F.	\$15.00	\$16,305.00
18	7080-1.08-D	STORAGE AGGREGATE, 8"	1,416.8	S.Y.	\$17.00	\$24,085.60
19	7080-1.08-E	FILTER AGGREGATE, 4"	1,416.8	S.Y.	\$12.00	\$17,001.60
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	3,697.9	S.F.	\$12.00	\$44,374.80
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	447.1	S.Y.	\$50.00	\$22,355.00
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	502.5	S.Y.	\$50.00	\$25,125.00
23	8030-1.08-A	TRAFFIC CONTROL	1.0	L.S.	\$4,500.00	\$4,500.00
24	9010-1.08-B	HYDRAULIC SEEDING	4,170.2	S.F.	\$1.50	\$6,255.30
25	9040-1.08-F	WATTLE, STRAW, 9"	300.0	L.F.	\$5.00	\$1,500.00
26	9040-1.08-T	INLET PROTECTION DEVICE	3.0	EACH	\$220.00	\$660.00
27	9040-1.08-T	INLET PROTECTION DEVICE, MAINTENANCE	3.0	EACH	\$115.00	\$345.00
28	CF DETAIL	INTAKE, SINGLE FLAT	1.0	EACH	\$3,200.00	\$3,200.00

PRELIMINARY ESTIMATE OF COST TOTAL: \$251,231.70



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning & Community Services Manager
DATE: March 14, 2019
SUBJECT: Setting a Public Hearing for Text Amendments to Section 29-160, CHN College Hill Neighborhood Overlay Zoning District (modified ordinance)

REQUEST: Zoning Ordinance Amendments
Section 29-160, CHN College Hill Neighborhood Overlay Zoning District
PETITIONER: Department of Community Development
LOCATION: College Hill Neighborhood Overlay Zoning District

PROPOSAL

At the Planning and Zoning Commission meeting on January 9, 2019, the Commission voted to recommend certain zoning code text amendments to the College Hill Neighborhood Overlay Zoning District. In summary, the zoning code text amendments forwarded to City Council for consideration would:

- Eliminate the confusing language about principal, accessory and secondary uses with regard to mixed-use buildings that made it difficult to determine which dimensional and parking standards applied;
- Add a definition of a mixed-use building and distinguish it from the definition of a residential building;
- Clearly state the parking requirements for the uses within a mixed-use building, as follows:
 - No parking required for non-residential uses. For dwelling units within mixed-use buildings, one parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.
- Change the parking requirement for Multiple Dwellings to match the proposed parking requirement for residential dwelling units within a mixed-use building;
- Establish minimum and maximum setbacks for mixed-use buildings to ensure a mainstreet character as envisioned for the College Hill Business District.
- Establish building design standards for mixed-use buildings that address safe and prominent building entries, quality storefront design, and standards for high quality

building materials and building articulation to match what is required for multiple dwellings within the College Hill Overlay.

- Clarify and clean-up the language for terms used for different types of dwellings to match Section 29-2, Definitions.

At the Council meeting on March 4, 2019, the City Council voted to refer the proposed ordinance back to the Planning and Zoning Commission for modifications so that the change to the parking requirements would only apply in the C-3 District. To effect this change, staff has created two separate paragraphs, one specifying the requirement for dwelling units within Mixed-Use Buildings in the C-3 District and one for dwelling units within Mixed-Use Buildings in zones other than the C-3 District. It should be noted that in the College Hill Neighborhood Overlay District, the only zones that allow mixed-use buildings are the C-3 and R-4 Districts.

In addition, to achieve the modification requested by Council, the current parking requirement for multiple dwellings will not be changed to mirror the new standard for dwelling units in a mixed-use building, but will remain the same. Multiple dwelling buildings are allowed in the R-3 and R-4 Zoning Districts and are discouraged in the C-3 District. With these modifications, the changes to the parking requirements in the College Hill Neighborhood Overlay District would only apply to mixed-use buildings in the C-3 District. Parking requirements for mixed-use buildings and for other uses in other zoning districts within the Overlay would remain the same.

At their meeting on March 13, 2019, the Planning and Zoning Commission reviewed and recommended approval of the proposed ordinance changes including the modifications requested by the City Council.

STAFF RECOMMENDATION

The Community Development Department recommends that the City Council set a date for public hearing regarding the ordinance amending Section 29-160, College Hill Neighborhood Overlay Zoning District with modifications requested by the City Council and recommended by the Planning and Zoning Commission, for April 1, 2019.