



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 01, 2021
7:00 PM AT CITY HALL**

The meeting will also be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of February 15, 2021.

Agenda Revisions

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

Special Presentations

- 2. Proclamation recognizing Read Across America Day as March 2, 2021.
- 3. Proclamation recognizing International Women's Day as March 8, 2021.

Special Order of Business

- 4. Public hearing on the proposed lease agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 19, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of a Lease Agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell.

5. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 19, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings, upon its first consideration.

Old Business

6. Pass Ordinance #2984, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, upon its third and final consideration.
7. Pass Ordinance #2985, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, upon its third and final consideration. (contingent upon approval of Ordinance #2984)
8. Pass Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping poultry in residential areas, upon its third and final consideration. (Contingent upon approval of Ordinances #2984 and #2985)
9. Resolution extending the face mask mandate for the City of Cedar Falls.
10. Resolution authorizing city staff to approve or deny the application of Cedar Basin Music Festival for a Public Event Permit for June 25-27, 2021, pursuant to provisions of the Code of Ordinances.
11. Resolution authorizing city staff to approve or deny the application of Live-to-9 for a Public Event Permit for June 25-26, 2021, pursuant to provisions of the Code of Ordinances.

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 Mayor's Monthly Report for February 2021.
13. Receive and file a communication from the Mayor relative to establishing the Cedar Falls Racial Equity Task Force.
14. Receive and file the following resignations of members from Boards and Commissions:
 - a) Mary-Sue Bartlett, Art & Culture Board
 - b) Barbara Weeg, Board of Adjustment
15. Receive and file the Work Session minutes of the February 15, 2021 relative to the following item:
 - a) Joint Work Session with Human Rights Commission to discuss future roles, responsibilities and City Council expectations for the Human Rights Commission.
16. Receive and file the Committee of the Whole minutes of February 15, 2021 relative to the following item:
 - a) Request to extend suspension of paid parking in municipal lots.
17. Receive and file Departmental Monthly Reports of January, 2021.
18. 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) College Square Cinema, 6301 University Avenue, Special Class C liquor – change in ownership.
- c) Texas Roadhouse, 5715 University Avenue, Class C liquor – change in ownership.

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.)

- [19.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 234 Clark Drive.
- [20.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 821 Madison Street.
- [21.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 2303 Washington Street.
- [22.](#) Resolution extending the suspension of paid parking in municipal parking lots in the City of Cedar Falls.
- [23.](#) Resolution approving an amendment to the Deed of Dedication for McMahill First Addition, and ratifying and confirming approval of the final plat of McMahill First Addition.
- [24.](#) Resolution approving and authorizing execution of an Agreement with Emergent Architecture for design services relative to the City Hall Remodel Project.
- [25.](#) Resolution approving and authorizing execution of a Community Housing Development Organization (CHDO) Agreement with the City of Waterloo and Iowa Heartland Habitat for Humanity for the use of FY2021 Federal HOME Funds towards construction, acquisition and rehabilitation projects.
- [26.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for construction of a restaurant and outdoor patio at 108 East 4th Street.
- [27.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for a remodel to double the numbers of bedrooms at 704-706 West 28th Street (P&Z recommended denial).
- 28. Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for construction of a driveway with landscaping improvements at 704-706 West 28th Street, as recommended by city staff.
- [29.](#) Resolution approving an S-1 Shopping Center District site plan for a build-out and facade improvements at 6607 University Avenue.
- [30.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$198,189.80, for the 2021 Sanitary Sewer Rehabilitation Project.
- [31.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$2,329,948.23, for the Downtown Streetscape and Reconstruction Project - Phase II.
- [32.](#) Resolution approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2020 Sidewalk Assessment Project - Zone 3.
- [33.](#) Resolution approving the Final Statement of Expenditures for the 2020 Sidewalk Assessment Project - Zone 3.
- [34.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Terracon Consultants, Inc. to develop a work plan and site monitoring report relative to an Iowa Department of Natural Resources (DNR) Tier 2 Report, in conjunction with the West 1st Street Reconstruction Project.

[35.](#) Resolution approving and authorizing execution of a Utilities Relocation and Easement Conveyance/Vacation Agreement with Qwest Corporation d/b/a CenturyLink QC relative to the Cedar Heights Drive Reconstruction Project.

[36.](#) Resolution receiving and filing, and setting March 15, 2021 as the date of the public hearing, on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Construction Project.

Allow Bills and Claims

[37.](#) Allow Bills and Claims of March 1, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, FEBRUARY 15, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN 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, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via video conference), Harding, Darrah, Sires, Dunn. Absent: None.

53201 - It was moved by Harding and seconded by Kruse that the minutes of the Regular Meeting of February 1, 2021 be approved as presented and ordered of record. Motion carried unanimously.

53202 - Jay Stoddard, 228 Maryhill Drive, highlighted projects within the community that the Sturgis Falls Celebration has contributed funding towards.

Rick Sharp, 1623 Birch Street, expressed appreciation for the Council's explanation of a prior Council vote and for staff's response to a Freedom of Information (FOIA) record request, and requested inclusion of payroll in the Council packets.

Mayor Green responded to a comment by Jim Skaine, 2215 Clay Street, regarding Robert's Rules of Order, the term "germane" and items on the consent calendar. Mr. Skaine also commented that he likes public forum at the beginning of the agenda and then commented on the Capital Improvement Program portion of the proposed budget.

T.J. Frein, 1319 Austin Way, noted incorrect dates on the "no parking" signs posted for snow removal.

53203 - Mayor announced that in accordance with the public notice of February 3, 2021, this was the time and place for a public hearing on the proposed FY2022 Budget for the City of Cedar Falls. 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.

53204 - The Mayor then asked if there were any written communications filed to the proposed budget. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed budget and responded to a comment by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed budget, the Mayor declared the hearing closed and passed to the next order of business.

53205 - It was moved by Harding and seconded by Miller that Resolution #22,255, approving and adopting the FY2022 Budget for the City of Cedar Falls, be adopted. Following a comment by Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named

Councilmembers voted. Aye: Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,255 duly passed and adopted.

- 53206 - Mayor announced that in accordance with the public notice of February 5, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Sanitary Sewer Rehabilitation 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.
- 53207 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 53208 - It was moved by Harding and seconded by Miller that Resolution #22,256, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Sanitary Sewer Rehabilitation 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,256 duly passed and adopted.
- 53209 - Mayor announced that in accordance with the public notice of February 5, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II. It was then moved by Darrah and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53210 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Claypool provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 53211 - It was moved by Miller and seconded by Harding that Resolution #22,257, approving and adopting the plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II, 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,257 duly passed and adopted.

- 53212 - It was moved by Harding and seconded by Kruse that Ordinance #2984, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires. Motion carried.

- 53213 - It was moved by Miller and seconded by Kruse that Ordinance #2985, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires. Motion carried.

- 53214 - It was moved by Harding and seconded by Kruse that Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping poultry in residential areas, be passed upon its second consideration. Following a question by Councilmember Darrah and response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires. Motion carried.

- 53215- It was moved by Harding and seconded by Miller that Ordinance #2986, amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, be passed upon its second consideration. It was then moved by Kruse and seconded by Darrah that the rules requiring this ordinance to be considered at three separate meetings, be suspended. 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

It was then moved by Darrah and seconded by Kruse that that Ordinance #2986, amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Ordinance #2986 duly passed and adopted.

- 53216 - It was moved by Darrah and seconded by Harding that Resolution #22,258, approving and adopting the FY2022 City Council Goals, Work Program, and Short-Term Financial Plan, 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,258 duly passed and adopted.

53217 - It was moved by Miller and seconded by Harding that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the following resignations of members from Boards and Commissions:

- a) Nicole Winther, Human Rights Commission.
- b) Evan Renfro, Human Rights Commission.

Approve the following applications for beer permits and liquor licenses:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C liquor - renewal.
- c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- d) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.

Motion carried unanimously.

53218 - It was moved by deBuhr and seconded by Miller to receive and file the Committee of the Whole minutes of February 1, 2021, relative to the Main Street Traffic Study. Following a question by Rick Sharp, 1623 Birch Street, and response by Mayor Green, the motion carried unanimously.

53219 - It was moved by Harding and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,259, approving and authorizing submission of the Iowa Certified Local Government (CLG) 2020 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.

Resolution #22,260, approving and authorizing execution of a Plan Change Amendment with iSolved Benefit Services to incorporate Consolidated Appropriations Act (CAA) allowances into the City's Cafeteria Benefits Plan Document.

Resolution #22,261, approving and authorizing execution of a 28E Agreement for Alcohol Enforcement with the Iowa Alcoholic Beverages Division.

Resolution #22,262, approving and authorizing execution of a Service Agreement with Benchmark Solutions LLC, dba Benchmark Analytics LLC, for police training management software.

Resolution #22,263, approving the final plat of The Arbors Fourth Addition.

Resolution #22,264, approving and authorizing the expenditure of funds for the purchase of a tandem axle dump truck.

Resolution #22,265, approving and authorizing execution of a Third Amendment

to Storm Water Maintenance and Repair Agreement and Permanent Easement and a Storm Water Maintenance and Repair Agreement with Midwest Development Co. relative to a post-construction stormwater management plan for The Arbors Fourth Addition.

Resolution #22,266, approving and accepting completion of public improvements in The Arbors Fourth Addition.

Resolution #22,267, approving and authorizing execution of a License Agreement with MidAmerican Energy Company relative to installing an electrical distribution system within the Cedar Heights Drive and Katoski Drive right-of-way.

Resolution #22,268, setting March 1, 2021 as the date of public hearing on a proposed lease agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell.

Resolution #22,269, setting March 1, 2021 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings.

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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,259 through #22,269 duly passed and adopted.

53220 - It was moved by Harding and seconded by deBuhr that Resolution #22,270, approving and authorizing execution of an Engagement Letter for Retained Exclusive Search Services with The Overture Group, LLC to perform recruitment services relative to the position of Principal Engineer, be adopted. Following a question by Councilmember Dunn and response by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,270 duly passed and adopted.

53221 - It was moved by Darrah and seconded by Miller that a resolution approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc.; and approving Public Event Permits for Live-to-9 and Cedar Basin Music Festival, be adopted. Following a comment by Councilmember deBuhr, it was moved by deBuhr and seconded by Sires to divide the question into three components. Following questions and comments by Councilmembers Harding, Sires and Kruse, and response by City Administrator Gaines, the motion to divide the question carried 6-1, with Darrah voting Nay.

It was then moved by Darrah and seconded by deBuhr to approve and authorize execution of the Sturgis Falls Celebration Agreement. Following comments by Councilmember Kruse, it was moved by Kruse and seconded by Sires to amend the motion to include eight points of an affiliate participation agreement within

item Q of the Sturgis Falls Celebration agreement. Following questions and comments by Councilmembers Harding, Kruse and Sires, responses by Public Works Director Schrage and City Attorney Rogers, and comments by Rick Sharp, 1623 Birch Street, Mayor Green called the motion out of order. Following comments by Kyle Henderson, 1008 Erik Road, Councilmember Kruse, Mayor Green and City Attorney Rogers, it was moved by Miller and seconded by Sires to postpone consideration of the Sturgis Falls Celebration Agreement until the March 1, 2021 City Council meeting. Motion carried, 5-2 with Darrah and Harding voting Nay.

It was then moved by Darrah and seconded by Harding to approve a Public Event permit for Live to 9. It was then moved by deBuhr and seconded by Sires to postpone consideration until the March 1, 2021 City Council meeting. Following comments by Councilmembers Darrah, deBuhr, Sires and Kruse, and T.J. Frein, 1319 Austin Way, the motion to postpone carried unanimously.

It was then moved by deBuhr and seconded by Sires to postpone consideration of a Public Event permit for Cedar Basin Music Festival until the March 1, 2021 City Council meeting. Following comments by Kyle Henderson, 1008 Erik Road, the motion to postpone carried 4-3, with Dunn, Darrah and Harding voting Nay.

53222 - It was moved by Kruse and seconded by Miller that the bills and claims of February 15, 2021 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

53223 - It was moved by Harding and seconded by Kruse to refer to the Committee of the Whole to have staff present information pertaining to the following options: a) streamlining or simplifying the process of expanding outdoor seating for local businesses, b) the possibilities pertaining to the temporary suspension of city codes where appropriate, c) other creative viable options that would help local business expand outdoor seating for the spring and summer seasons. Motion carried unanimously.

It was then moved by Harding and seconded by Darrah to refer to the Committee of the Whole an update/review of the poultry ordinances in approximately one year following implementation. Following a comment by Councilmember Kruse, the motion carried unanimously.

It was then moved by Kruse and seconded by Harding to refer to the Committee of the Whole a comprehensive comparison of the complete streets policies of 2009 and 2013. Following questions and comments by Councilmembers Darrah, Kruse, Miller and Sires, the motion carried 5-2, with Darrah and Miller voting Nay.

53224 Councilmember Harding suggested a social media campaign as an outreach effort to inform the public of snow removal ordinances.

Councilmember Sires thanked the 6th and 7th graders at Blessed Maria Assunta Pallotta Middle School in Waterloo for inviting him to speak about the Constitution.

Councilmember Dunn requested an update on snow removal efforts.

- 53225 - Public Works Director Schrage commented on snow removal efforts and provided information about the snow emergency in effect in the Downtown and College Hill areas from Tuesday night until Wednesday morning to allow for snow removal in those areas.

Operations and Maintenance Division Manager Heath explained the City's snow removal process, including clearing intersections for sight issues, and provided clarification on trail clearing. Councilmembers Dunn, Kruse and Harding, and Mayor Green thanked staff for their efforts.

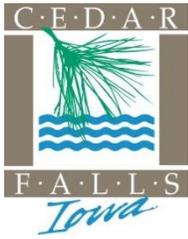
Community Development Director Sheetz commented on residential sidewalk clearing requirements and stated that 48 hours is considered to be a reasonable amount of time. Ms. Sheetz responded to a question by Councilmember Miller regarding landlord accountability and assessment of points.

Library Director Stern stated that the library opened to the public today with limited browsing hours.

Mayor Green recognized City Administrator Ron Gaines for his 15 years of service with the City.

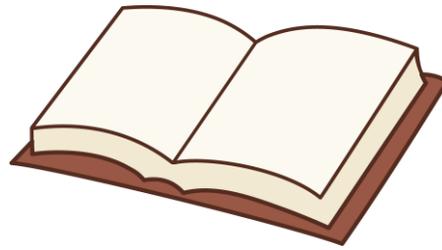
- 53226 - It was moved by Miller and seconded by Harding that the meeting be adjourned at 8:52 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



READ ACROSS AMERICA DAY

MARCH 2, 2021

WHEREAS, Read Across America Day is an annual initiative of the National Education Association to promote reading for pleasure and personal growth; and

WHEREAS, this motivational and awareness day on March 2nd each year encourages all children and young adults to celebrate reading in every community across the United States; and

WHEREAS, the Cedar Falls Public Library, local school libraries and book stores are a treasure trove of adventures, knowledge and inspiration through the written word; and

WHEREAS, children benefit from seeing their parents, guardians, and other important role models actively engaged in reading for pleasure and growth;

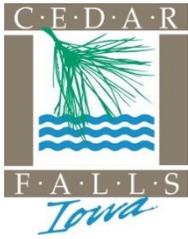
THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 2, 2021 as Read Across Cedar Falls Day throughout the city and encourage citizens to celebrate literacy and the written word by visiting the Cedar Falls Public Library, school library or bookstore, and selecting a great book to help pass along a love of reading to the next generation.

Signed this 25th day of February, 2021.





 Mayor Robert M. Green



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
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**INTERNATIONAL
WOMEN'S DAY**
MARCH 8

INTERNATIONAL WOMEN'S DAY

March 8, 2021

WHEREAS, International Women's Day was honored for the first time in Austria, Denmark, Germany and Switzerland in 1911; and

WHEREAS, March 8 is celebrated worldwide as International Women's Day to recognize the achievements of women and their contribution to society; and

WHEREAS, women can celebrate significant progress in equality globally, but also contemplate those areas where more can be done through access to education, health care and paid labor, as well as legislation to ensure equal opportunities for women and respect for their human rights; and

WHEREAS, nowhere in the world can women claim to have all the same rights and opportunities as men, and until we all work together to secure the rights and full potential of women, lasting solutions to social, economic and political problems are unlikely to be found;

THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 8, 2021, as International Women's Day in the city of Cedar Falls, and encourage citizens to work to addresses the social, economic and political barriers still facing women and girls while celebrating their achievements and the progress made in support of women's equality.

Signed this 25th day of February, 2021.



Mayor Robert M. Green



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
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INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 22, 2021
SUBJECT: Lease Agreement – Overman Park Band Shell

Over the past several months we have been working with the Cedar Falls Municipal Band to determine the status of ownership for the Band Shell located in Overman Park. It was determined that the Municipal Band owns the Band Shell, however, the City owns the land that the structure sits on. It was also determined that it would be in the best interest of both parties to have a formal agreement that outlines ownership of the band shell, use of the band shell, maintenance, and insurance requirements. The proposed lease is attached.

As part of that lease the City is leasing the ground to the Municipal Band for the Band Shell. Since this lease is longer than three years, a public hearing is required.

If you have any questions, please feel free to contact Kevin Rogers or myself.

LEASE AGREEMENT
Overman Park Band Shell

This Lease Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa (hereinafter, "City"), whose address for the purpose of this Lease Agreement is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa, 50613, and Cedar Falls Municipal Band, an Iowa non-profit organization funded in part by a government levy (hereinafter, "Band"), whose address for the purpose of this Lease Agreement is: P.O. Box 144, 211 Washington Street, Cedar Falls, Iowa, 50613,
Attn: _____.

WITNESSETH THAT:

1. Premises, Consideration and Term. In recognition of the partnership between Band and City, the funds raised by the Band from residents of the City to build the Cedar Falls Band Shell, and in consideration of the agreements and conditions to be kept and performed by Band as contained in this Lease Agreement, City leases to Band and Band hereby rents and leases from City, according to the terms and conditions of this Lease Agreement, the following described real estate, situated in Cedar Falls, Black Hawk County, Iowa, to-wit:

Public land located beneath the structure known as the Cedar Falls Band Shell located within Overman Park in the City of Cedar Falls, Iowa together with all rights, easements and appurtenances belonging thereto (hereinafter, the "Leased Premises"),

for a term commencing at midnight of the day previous to the first day of the lease term, which shall be on the ____ day of _____, 2020, and ending at midnight on the last day of the lease term, which shall be on the 30th day of June, 2069, upon the condition that Band performs its agreements and obligations as provided in this Lease Agreement.

2. Rental. As rental for said term, Band agrees to do the following:

- (a) Pay to City the sum of \$1.00; and
- (b) Reasonably perform all of Band's obligations as described in this Lease Agreement; and
- (b) Pay for certain utilities, for insurance, and for damages or destruction as provided in paragraphs 7, 11, and 13 of this Lease Agreement. All sums payable to City shall be paid at the address of City designated above.

3. Possession. Band shall be entitled to possession of the Leased Premises on the first day of the term of this Lease Agreement, and shall yield possession to City at the time and date of the close of the lease term, except as otherwise expressly provided in this Lease Agreement.

4. Use of Premises. Band owns a structure known as the Cedar Falls Band Shell that

is located on the Leased Premises (hereinafter, "Band Shell") and Band agrees during the term of this Lease Agreement to use and to occupy the Leased Premises for band concerts and other music or performing arts performances or public entertainment; public meetings or public forums; private events, such as weddings or other ceremonies, reunions, meetings or presentations; all by or for the residents of the City. If the Band Shell is sold, leased for more than seven (7) consecutive days to the same person or entity, or is otherwise conveyed by Band to any person or entity other than City, this Lease Agreement shall immediately terminate without notice, and Band shall then have sixty (60) days from such conveyance within which to remove the Band Shell from the Leased Premises at Band's cost, but subject to City's right of first refusal as granted in Paragraph 23 below.

5. Care and Maintenance of Premises.

- (a) Present Condition. Band takes the Leased Premises in their present condition.
- (b) Band's Duty of Care and Maintenance. Band shall continue to own the Band Shell and shall maintain the Band Shell and Leased Premises in a reasonably safe, serviceable, clean and presentable condition throughout the term of this Lease Agreement, and any extensions thereof. Band shall be solely responsible for expenses associated with the care, maintenance and repair of the Band Shell.
- (c) City's Duty of Care and Maintenance. City shall be responsible for care and maintenance of City land immediately adjacent to and surrounding the Band Shell structure, including mowing of the grounds adjacent to the structure, removing ice and snow from the sidewalks and paved areas near the structure, and removing trash from the area surrounding the structure.
- (d) No Unlawful Use. Band shall make no unlawful use of the Leased Premises, and agrees to comply with the Cedar Falls Code of Ordinances, and the laws, rules and regulations of the State of Iowa and the Federal government in all activities occurring on the Leased Premises.
- (e) No Structural Alterations or Improvements. Band shall make no structural alterations or improvements to the Leased Premises, or to the Band Shell, without the prior written consent of City. Such written consent shall not be unreasonably withheld. All costs for such alterations and improvements shall be paid by Band.

6. Availability of Band Shell. Band shall make the Band Shell available for non-commercial uses to individuals, groups and non-profit companies in a non-discriminatory fashion, upon written request.

- (a) Appeal. Should an individual, group or non-profit organization be denied the use of the Band shell by Band, such individual, group or non-profit organization may appeal such denial to City's designee, who shall for this purpose be the City's Director of Public Works as the same position may be redesignated from time to time. A determination by City on such appeal shall be final and binding upon Band.
- (b) City Use. City shall be allowed to use the Band Shell at mutually agreeable times upon request unless an individual, group or non-profit organization has already reserved the Band Shell at the time of City's request. Reasonable, limited purpose use of the Band Shell by City shall be at no cost to City.
- (c) Rules. Band may establish reasonable rules for use of the Band Shell, and may charge reasonable fees, including security deposits, for use of the Band Shell in order to recover Band's costs.
- (d) Sturgis Falls Celebration. Band shall not allow the Band Shell to be rented or otherwise used during the annual Sturgis Falls celebration, other than by Sturgis Falls Celebration, Inc. (hereinafter, "Sturgis"), or its successors or assigns, unless written authorization is given by Sturgis, or unless the Sturgis Falls celebration is not held. Reasonable use of the Band Shell by Sturgis, in accordance with established use guidelines, shall be at no cost to Sturgis.
- (e) Compliance with Laws. Band shall take reasonable steps to ensure that users of the Band Shell comply with this Lease Agreement as well as all local, state and federal laws, rules and regulations.
- (f) Farmer's Market. The restrooms in the Band Shell shall be made available for public use during the public hours of the Farmer's Market that is held adjacent to Overman Park. The Farmer's Market is responsible for maintaining the restrooms in a reasonably clean, safe and sanitary condition during such use. If the restrooms are not so maintained by the Farmer's Market, Band may discontinue this availability during subsequent Farmer's Markets, upon reasonable advance notice to City.

7. Utilities and Services.

- (a) Utilities. City shall pay the cost of any electric utilities used on the Leased Premises, including the Band Shell, for nine (9) months of every year during the term of this Lease Agreement. Band shall pay the cost of such utilities for the other three (3) months of every year. Should any other utilities be provided to the Leased Premises, including the Band Shell, the

parties shall share the cost of such utilities in the same proportion.

- (b) Refuse. City shall provide refuse receptacles or dumpsters at a location or locations on or near the Leased Premises, for the use of Band, and agrees to arrange for pickup and removal of such refuse from the receptacles or dumpsters at City's expense.

8. Surrender of Leased Premises.

- (a) Surrender. Band agrees that upon the termination of this Lease Agreement, it will surrender and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Band. Band shall remove, at Band's cost, the Band Shell within sixty (60) days after termination of this lease for any reason, unless the Band Shell is conveyed to City. Such removal shall include any fixtures or equipment installed by Band. Band shall pay the cost of repair of any damage to the Leased Premises caused by such removal.
- (b) Holding Over. Continued possession beyond the expiration date of the term of this Lease Agreement by Band, coupled with the receipt of the specified rental by City, and absent a written agreement by both parties for an extension of this Lease Agreement, or for a new lease, shall constitute a month-to-month extension of this lease, terminable upon thirty (30) days' written notice by either party.

9. Assignment and Subletting. Any assignment of this Lease Agreement or subletting of the Leased Premises, or any part thereof, by Band without the prior express written permission of City shall, at the option of City, cause an immediate termination of this lease. Such written permission may be withheld in City's sole and absolute discretion.

10. Taxes.

- (a) Real Estate Taxes. At the present time, the Leased Premises are not assessed for general property tax purposes and are exempt from taxation by reason of public ownership by City. If at any time during the term of this lease the Leased Premises become subject to levy or assessment by lawful authority for general property taxes, Band agrees to timely pay that portion of such general property taxes which is properly allocable to the Band Shell and any improvements hereafter located on the Leased Premises by Band.
- (b) Personal Property Taxes. Band agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its

personal property kept on the Leased Premises during the term of this Lease Agreement.

- (c) Special Assessments. In the event there are special assessments levied or assessed against the real estate of which the Leased Premises is a part by lawful authority during the term of this Lease Agreement, Band agrees to timely pay that portion of such special assessments properly allocable to the Band Shell and any improvements hereafter located on the Leased Premises.

11. Insurance.

- (a) Property Insurance. Band shall insure its property located on the Leased Premises for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies, the City and Band waive all rights of recovery against each other.
- (b) Band Liability Insurance. Band shall obtain and maintain commercial general liability insurance covering the Leased Premises including coverages, forms and endorsements as set forth in Exhibit A attached and incorporated herein by this reference.
- (c) City Liability Insurance. City will maintain liability insurance with respect to the Leased Premises in accordance with the City of Cedar Falls general liability policy. Such insurance shall be secondary to Band's general liability insurance required in subparagraph 11(b) above.
- (d) Acts by Band. Band will not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the Leased Premises.
- (e) Increased Risks or Hazards. Band further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on the Leased Premises, including the Band Shell, due to increased risks or hazards resulting from Band's use of the Leased Premises otherwise than as herein contemplated and agreed.
- (f) Copy of Lease to Insurers. City and Band shall each provide a copy of this Lease Agreement to their respective insurers.
- (g) Certificate of Insurance. The parties shall provide to each other, at least annually, a Certificate showing proof of insurance as required in this paragraph 11.

- (h) Changed Insurance Requirements. The parties will work to accommodate any changes in insurance requirements imposed by their respective insurance carriers or by City.

12. Indemnity and Hold Harmless. Band agrees to indemnify, defend, and hold harmless City, and its employees, elected and appointed officials, volunteers and agents, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, occasioned by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injuries to or the death of any person or persons, or damage to or loss of any property, including damage by fire to the Band Shell which is located on the Leased Premises, happening or done, in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Band on or about the Leased Premises.

13. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

14. Fire and Casualty.

- (a) Partial Destruction of Leased Premises. In the event of a partial destruction or damage of the Leased Premises, which interferes with the normal operation of the Band Shell and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease Agreement shall not terminate. In the event of a partial destruction, Band shall repair such damages at its cost within sixty (60) days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Band's reasonable control. The parties may agree in writing on reasonable extensions of time within which to complete such repairs.
- (b) Zoning. Should the City's zoning or other ordinances make it impossible for Band to repair or rebuild so that Band is not able to operate the Band Shell on the Leased Premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- (c) Total Destruction of Use. In the event of destruction or damage of the Leased Premises, including the Band Shell, so that Band is not able to conduct its operations on the Leased Premises and which damages cannot be repaired within sixty (60) days, this Lease Agreement may be terminated at the option of either City or Band. The parties may agree in writing on reasonable extensions of time within which to complete such

repairs. Termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Band shall surrender possession within sixty (60) days after such notice and each party shall be released from all future obligations. In the event of such termination of this Lease Agreement, City may rebuild the Band Shell or not, at its discretion, at its cost.

- (d) No Responsibility for Indirect Loss. City is not in any way liable to Band for indirect loss caused by loss of use of or damage to the Band Shell.

15. Condemnation.

- (a) Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) Date of Lease Termination. If the whole of the Leased Premises shall be so condemned or taken, City shall not be liable to Band except and as its rights are preserved in the previous subparagraph.

16. Default, Notice of Default and Remedies.

Events of Default

- (a) Each of the following shall constitute an event of default by Band:
1. Failure to perform any duties, obligations, agreements or conditions imposed on Band pursuant to the terms of the Lease Agreement.
 2. Abandonment of the premises, "Abandonment" means Band has failed to engage in its usual and customary activities on the Leased Premises for more than ninety (90) consecutive days, except for normal wintertime Band Shell closure.

Notice of Default

- (b) City shall give Band a written notice specifying the default and giving Band twenty (20) days in which to correct the default. If there is a default that cannot be remedied in twenty (20) days by diligent efforts of Band, Band shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by

City.

Remedies

(c) In the event Band has not remedied a default in a timely manner following a Notice of Default, City may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. City may declare this Lease Agreement to be terminated and shall give Band a written notice of such termination.
2. Forfeiture. If a default is not remedied in a timely manner, City may then declare that this Lease Agreement to be forfeited and shall give Band a written notice of such forfeiture, and may, at the time, give Band the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. Right of Either Party to Make Good Any Default of the Other. If either party shall default in complying with any of the terms, covenants or conditions of this Lease Agreement, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to any other remedy provided by law, may perform such term, covenant or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five (5) percent per annum, from date of advance.

18. Signs. Band shall have the right to attach or exhibit signs on the Leased Premises, provided only: (1) that any sign shall comply with the Code of Ordinances of the City of Cedar Falls, Iowa, and the laws of the State of Iowa; and (2) such sign shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld.

19. Mechanic's Liens. Neither the Band nor anyone claiming by, through, or under the Band, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any structure or improvement located thereon, or upon the leasehold interest of the Band therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of City, Band covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

20. City's Lien and Security Interest. City shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all property kept and used on the Leased Premises by Band. City may proceed at law or in equity with any remedy provided by law or by this Lease Agreement for termination of this Lease Agreement

because of Band's default in its performance.

21. Substitution of Personal Property. During the term of this Lease Agreement, Band shall have the right to sell or otherwise dispose of any personal property of Band situated on the Leased Premises, and to substitute new, improved, or updated personal property, when in the judgment of the Band such disposal or substitution is warranted by the conduct of Band's affairs on the Leased Premises.

22. Additional Covenants of Band. During the entire term of this Lease Agreement and any extensions thereof Band agrees to abide by each and every one of the following covenants and provisions:

- (a) Band agrees to immediately vacate the Leased Premises when advised by City of the need to vacate the Premises by reason of flood or potential flood, natural disaster, or any other reason involving public health, safety or welfare, after being notified to vacate by City. Band agrees to take immediate action to cause all persons occupying the Leased Premises to vacate the Leased Premises immediately upon being informed thereof by City. Such determination shall be made either by the City Police Chief, City Fire Chief, or the City Director of Public Works, or their designees.
- (b) Band agrees to allow City to inspect the Leased Premises, including the Band Shell, at any time upon reasonable notice thereof.

23. City's Right of First Refusal. Band hereby grants to City the right of first refusal to acquire the Band Shell upon the following terms and conditions:

- (a) In the event that Band receives a bona fide offer to acquire the Band Shell during the term of this Lease Agreement, Band shall first offer the Band Shell to City upon the same terms and conditions as the offeror. In such event, Band shall provide City with a copy of any offer made.
- (b) City shall have thirty (30) days from receipt of a copy of such offer to agree to acquire the Band Shell on the same terms and conditions as offered to Band.
- (c) If City agrees to acquire the Band Shell, Band shall convey title of the Band Shell to City free from all liens and encumbrances within thirty (30) days from City's notice to Band of City's agreement to acquire the Band Shell, and payment by City to Band of the agreed upon purchase price.
- (d) This right of first refusal is irrevocable during the term of this Lease Agreement and any extensions thereof.
- (e) Nothing contained in this Paragraph 23 shall be construed to nullify the

other terms and conditions of this Lease Agreement, including specifically, Paragraph 4, Use of Premises.

24. Previous Lease Superseded. The parties mutually agree that the terms and conditions of this Lease Agreement supersede and replace any and all lease agreements between the City and Band regarding the Band Shell and Overman Park and that any and all leases entered into prior to the date of this Lease Agreement are hereby canceled, rescinded and held for naught.

25. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Lease Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

26. Notices and Demands. Notices as provided for in this Lease Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States mail box.

27. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

28. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this Lease Agreement to be kept or performed by City or Band shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to City and Band. This Lease Agreement contains the whole agreement of the parties.

29. Review of Lease. The provisions of this Lease Agreement shall be reviewed by the City and Band on a periodic basis, not less than once every five (5) years. Should either party request a change to any of the provisions of this Lease Agreement, other than the Term of the Lease Agreement stated in Paragraph 1 above, the parties shall negotiate in good faith an amendment to this Lease Agreement. If the parties are unable to come to an agreement on such amendment within sixty (60) days from the commencement of good faith negotiations, either party may declare this Lease Agreement to be terminated immediately upon written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective on the date stated above.

CEDAR FALLS MUNICIPAL BAND

CITY OF CEDAR FALLS, IOWA

By Judy Larkin / Bony David By _____
Its President / Vice President Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

This instrument was acknowledged before me on _____, 2020, by _____ of Cedar Falls Municipal Band.

Notary Public in and for said State

My Commission Expires:

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

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for said State

My Commission Expires:

Exhibit A

INSURANCE REQUIREMENTS FOR TENANT

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Tenant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1
4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Tenant to maintain the required insurance shall constitute a default under this Agreement, and at City's option, shall allow City to terminate this Agreement for cause and/or purchase said insurance at Tenant's expense.
7. Limits: By requiring the insurance as set out in this Agreement, City does not represent that coverage and limits will necessarily be adequate to protect Tenant and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities provided to City in this Agreement. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1.
8. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls,

Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

| | |
|---|-------------|
| Commercial General Liability | |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate Limit | \$2,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage Limit (any one occurrence) | \$ 50,000 |
| Medical Payments | \$ 5,000 |

Automobile: *(Combined Single Limit)* \$1,000,000
 If the Tenant does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

| | |
|--------------------------|------------|
| Statutory for Coverage A | |
| Employers Liability: | |
| Each Accident | \$ 500,000 |
| Each Employee – Disease | \$ 500,000 |
| Policy Limit – Disease | \$ 500,000 |

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Tenant agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | |
|--|---|----------------------|
| PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000 | CONTACT NAME: _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| ADDRESS: _____ | | |
| PRODUCER COUNTER ID #: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Business Name 123 Main Street Anytown, IA 0000 | INSURER A: Carter should reflect rating of A-, VIII or better | |
| | INSURER B: _____ | |
| | INSURER C: _____ | |
| | INSURER D: _____ | |
| | INSURER E: _____ | |

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

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

| INSTR | TYPE OF INSURANCE | ADDL INSR | PLURL W/1 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------|--|-----------|-----------|---------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> MO. / ACT <input type="checkbox"/> LOC | | | Policy Number | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | Policy Number | 01/01/2015 | 01/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | Policy Number | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | N/A | Policy Number | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | | EL. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | EL. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | EL. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation included. Waiver of Subrogation under the Work Comp & Gen Liab.

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| CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council

FROM: Chris Sevy, Planner I
 Karen Howard, AICP, Planning & Community Services Manager

DATE: February 25, 2020

SUBJECT: Zoning Code Text Amendment – Adaptive re-use of institutional buildings (TA20-002)

INTRODUCTION

The owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. The activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood. However, in the R-1 and R-2 districts, principal uses are limited generally to residential dwellings and uses of a religious or civic nature. And while the R-3 and R-4 zoning districts do allow a wider variety of uses, in some instances in order to preserve a large institutional building some flexibility in the standards may be needed. In the recent inquiry, the owner of the vacant church has only four options allowed by code: 1. Sit vacant; 2. Sell to another church; 3. Convert the use to a public or parochial school; or 4. Tear down and subdivide into residential lots. Staff is bringing this before the Planning and Zoning Commission to explore ways to provide more flexibility within the zoning ordinance for repurposing existing religious and civic buildings currently in R districts.

STATEMENT OF THE PROBLEM

When the decision is made that the use of a church or other civic building is no longer viable or desirable, the common consideration to close or tear down these buildings is often a tough reality for the owner and the patrons of those institutions. They are often buildings of historical or cultural significance worthy of preservation but also pose unique challenges because they are large buildings that sit on large parcels. They have plenty of potential but their location within a residential zone is usually the biggest hurdle keeping them from converting into another practical use. As such, providing flexibility within the zoning ordinance for economically viable alternatives to religious or civic uses may be appropriate to provide a path to repurpose these institutional facilities.

DISCUSSION OF SOLUTIONS

While exploring this issue, staff reached out to planners in Iowa City, Cedar Rapids, Des Moines, and Council Bluffs to find out how they have handled similar issues in their cities. While a number of these cities indicated that they have encountered similar inquiries about

re-purposing obsolete institutional buildings, only two have pursued specific ordinance amendments to address these issues: Council Bluffs and Iowa City. Staff in Council Bluffs proposed amendments to allow alternative uses through a conditional use process, but these have yet to be adopted. Iowa City allows repurposing of buildings of historical significance through a special exception process.

If a use is conditionally allowed in a zoning district, this is known as a conditional use or special exception. According to Iowa Code 414.12(2), such matters are to be decided by a Board of Adjustment. Some cities use the term “conditional use” and some use the term “special exception,” but the meaning is the same. In some ordinances, the term “special exception” is also used to refer to actions by the Board of Adjustment to allow adjustments to other requirements in a zoning ordinance, such as setbacks or height standards, when specifically enumerated in the code. While the Cedar Falls Board of Adjustment is empowered to hear special exception cases, there are few enumerated in the zoning ordinance. The ones most requested are from owners of property located in the Floodway Districts, where City’s floodplain ordinance establishes conditions under which improvements to properties may be approved through a special exception or variance process.

A conditional use or special exception process allows requests to be carefully considered through a public hearing process. The basic premise is that uses listed as conditional or special exceptions, may or may not be appropriate for a particular location. It is up to the owner of the property to present convincing evidence at a public hearing to demonstrate how the proposed use would fit into the context of the surrounding neighborhood and meet the approval criteria. Conditional uses or special exceptions are a standard element of zoning ordinances in Iowa. Many cities in Iowa, including cities of similar size to Cedar Falls (Marshalltown, Mason City, Bettendorf, Marion, and Urbandale) have conditional uses as part of their zoning ordinances.

Conditional uses are an excellent tool because they provide flexibility and extra scrutiny for uses that may fit nicely into a neighborhood if certain conditions are met. They may be denied if the characteristics of a particular use are determined to be problematic for a particular location. Prior to any public hearing on a conditional use, surrounding property owners are to be notified, and notice published in the newspaper of record. The Board of Adjustment would consider all the evidence presented at the hearing and render a decision to approve (with or without conditions) or deny the requested conditional use.

Staff recommends establishing a conditional use process to consider requests for adaptive re-use of institutional buildings, particularly buildings of historic or cultural significance. Each conditional use application that qualifies would require review and a decision by the Board of Adjustment. After consideration, the Board may approve, deny, or approve the proposal with conditions. Surrounding property owners would be notified prior to the hearing and staff would review and provide analysis of the proposal at the meeting. Board of Adjustment meetings are considered quasi-judicial public hearings and therefore notice must be published prior to the meeting. Procedures established in State Code must be followed.

Staff identified issues that we may want to consider in an ordinance amendment. These include the following:

- Not all uses are compatible with residential neighborhoods. We may want to limit the alternative uses that can be considered;
- Nuisance issues such as noise and traffic will be important to evaluate when considering alternative uses;
- Allowing an opportunity for neighborhood input will be important in the review process;
- Depending on the proposed use and the characteristics of the site, additional conditions may need to be imposed, such as additional requirements for or restrictions on parking, limits to hours of operation, restrictions on use of amplified sound, additional landscape screening and buffering to ensure compatibility with the neighborhood.

Since not all uses would be compatible with residential living, the following is a list of potential alternative uses that staff has identified as appropriate for consideration:

- Hospitality-oriented uses such as: retreat facilities, guesthouses, commercial meeting halls, and event facilities.
- Conversion to a multi-unit dwelling where the proposed number of units may not otherwise be allowed.
- Community service uses such as: libraries, museums, senior centers, community centers, neighborhood centers, day care facilities, youth club facilities, social service facilities, and vocational training facilities for the physically or mentally disabled.
- Specialized educational facilities such as: music schools, dramatic schools, dance studios, martial arts studios, language schools, and short-term examination preparatory schools.
- Professional office uses such as accountants, lawyers, and architects.

Each case should be evaluated carefully with regard to aspects of the proposed use that might create a nuisance in the neighborhood. For example:

- Are the proposed hours of operation compatible with the neighborhood context?
- Will noise levels be at or below the levels produced by the previously permitted use or otherwise controlled in a manner that is compatible with residential living?
- Will the traffic generated by the proposed use be similar or less than what was generated by the previously permitted use?
- Will the proposed use draw similar or lower numbers of people to the site than the previously permitted use? Will it draw large groups converging for a singular event? Small groups? Constant stream of visitors?
- Will the frequency of activity be similar or less intense than the previously permitted use? Will it be every day? Just weekends?
- Does the proposed use require any updates to parking or landscaping to address issues of neighborhood compatibility or compliance with current zoning standards?
- Is special consideration warranted in order to preserve a building or site of historical or cultural value?
- What type of signage, if any, should be allowed?
- Is there neighborhood support for the proposal? Have neighborhood concerns been adequately addressed?

The questions above will help identify conditions that the Board of Adjustment may see fit to impose if the request is approved, or may be grounds for denial of the request

EXAMPLES FROM OTHER CITIES

During the Planning and Zoning Commission's discussion of this proposal on August 26, 2020, the Commission requested examples of code language from other cities. Staff talked with staff and/or reviewed codes from Dubuque, Cedar Rapids, Des Moines, Mason City, Iowa City, and Council Bluffs. While few codes specifically address the issue of adaptive re-use of institutional or civic buildings, many cities in Iowa allow conditional uses or special exceptions even if on a limited basis. The specific conditional use we are proposing is fairly unique, but as stated above we found a similar exception allowed in Iowa City to help preserve buildings of historic significance. Here is the example from the Iowa City zoning code:

2. The Board of Adjustment may grant a special exception to allow a property designated as an Iowa City landmark or registered on the National Register of Historic Places to be adapted and reused as a community service use, specialized educational facility, or hospitality oriented retail use. In addition to the general special exception approval criteria listed in chapter 4, article B of this title, the applicant must also meet the following criteria in order for the board to grant this exception:
 - a. The exception will help preserve the historic, aesthetic, or cultural attributes of the property.
 - b. The applicant must obtain a certificate of appropriateness from the Historic Preservation Commission.

In the Iowa City example above, note that for every special exception considered there are also general special exception approval criteria (not listed above) related to neighborhood compatibility that must be considered. Based on staff's research, the general approval criteria in the Iowa City Code are similar to conditional use or special exception approval criteria found in numerous codes across Iowa. The following language from the Dubuque code is similar to general approval criteria found in codes from other Iowa cities.

No conditional use permit shall be granted unless the board determines on the basis of specific information presented at the public meeting or contained in the application for such use that each of the following conditions has been satisfied:

- A. The proposed conditional use will comply with all applicable regulations of this title, including lot requirements, bulk regulations, use limitations, and all other standards or conditions contained in the provisions authorizing such use.
- B. Adequate utility, drainage and other necessary facilities or improvements have been or will be provided.
- C. Adequate access roads or entrances and exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic conflicts and congestion in public streets and alleys.
- D. The use shall not commence until applicant has provided written evidence that all necessary permits and licenses required for the operation of the conditional use have been obtained.
- E. All exterior lighting fixtures are shaded wherever necessary to avoid casting direct light upon any property located in a residential district.
- F. The location and size of the conditional use, the nature and intensity of the activities to be involved or conducted in connection with it, the size of the site in relation thereto, and the location of the site with respect to streets giving access to the conditional use, shall be such that it will be in harmony with the appropriate and orderly development of the district and neighborhood in which it is located.

G. The location, nature and height of buildings, structures, walls, and fences on the site and the nature and extent of landscaping and screening on the site shall be such that the use will not reasonably hinder or discourage the appropriate development, use and enjoyment of the adjacent land, buildings and structures.

H. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is located and will contribute to and promote the convenience and welfare of the public.

For the specific purpose of allowing for adaptive re-use of institutional buildings, staff's recommended language is crafted to specifically address issues that might arise with adaptive reuse of such buildings, but the principles of neighborhood compatibility and consideration of the specific characteristics of the proposal are similar to other conditional use processes followed by other cities.

STAFF RECOMMENDATION

To provide more flexibility to re-purpose defunct institutional uses within residential neighborhoods, staff recommends adding a conditional use process to the zoning ordinance whereby each case can be considered by the Board of Adjustment on its own merits and any neighborhood concerns addressed. At their August 26th meeting the Planning and Zoning Commission discussed the proposed zoning code text amendments. After further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval on a vote of 8-0.

Staff provided a presentation of the proposed ordinance amendments at the Committee of the Whole meeting on December 7th. Staff also met with the Board of Adjustment on January 7th to introduce the ordinance and get feedback. The minutes of that meeting are also included below.

PLANNING & ZONING COMMISSION

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| <p>Discussion 8/26/2020</p> | <p>Chair Holst introduced the item and Mr. Sevy provided background information. He discussed a case where a church has sat vacant with few options for allowed land uses, including continuing to sit vacant, sell to another church, convert to a public or parochial school or tear it down and subdivide it into residential lots. The owner was hoping to use the property to host wedding receptions, however without a religious institution it would not be allowed. He discussed research that has been done to review codes in other cities to consider different approaches. It is proposed to craft an amendment that provides alternatives that would be subject to review and approval by staff, the Commission and City Council. Mr. Sevy discussed the critical issues for consideration, including compatibility with residential neighborhoods, nuisance issues such as noise and traffic, allowing neighborhood input and any additional conditions that may need to be imposed. He identified appropriate alternative uses for consideration, including: hospitality-oriented uses, conversion to a multi-unit dwelling, community services, specialized educational facilities and professional offices. Mr. Sevy also discussed factors to consider in the neighborhood context. Staff recommends adding a conditional use process to the zoning ordinance, review and discussion of the proposal and setting a date for public hearing at the September 9 meeting.</p> <p>Ms. Saul felt that a lot of thought was put into the item and that it would be</p> |
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| | <p>beneficial. Mr. Holst also feels it is a good idea and clarified that it will be considered for all districts. Mr. Schrad asked if the tax base would change. Ms. Houk Sheetz clarified that it could, depending on the proposed use. Ms. Prideaux also feels it would be a good idea and would like to see the wording in other communities. Ms. Prideaux asked about the historical aspects of the building and whether that would be considered. Mr. Leeper likes the flexibility that this would give the commission.</p> <p>Ms. Saul made a motion to approve the recommendation to set a date for public hearing. Mr. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.</p> |
| <p>Discussion and Vote 10/28/2020</p> | <p>Chair Holst introduced the item and Mr. Sevy provided background information. He explained that a recent inquiry regarding an empty church and the options for reusing the building was brought to staff. Currently, the options include sitting vacant, selling to another church, converting the use to a public or parochial school or tear down the building and subdivide it into residential lots. However, many alternative uses which may be considered to be appropriate are currently prohibited by Code. Research was done to get information on how other communities handle the re-use of these buildings and it was decided that a conditional use permitting process would be the most appropriate process to consider these requests. There are critical issues to consider, such as compatibility with residential neighborhoods, nuisance issues such as noise and traffic, allowance of neighborhood input and additional conditions depending on the proposed use and characteristics of the site. Appropriate alternative uses to qualify for consideration include hospitality-oriented uses, conversion to a multi-family unit dwelling, community services, specialized educational facilities or professional offices. He noted that according to Iowa Code the Board of Adjustment is the appropriate body to hear these requests, which was confirmed by the City Attorney.</p> <p>Mr. Sevy also discussed factors to consider in the neighborhood context. Each case should be considered on its own merits, because every location is different. Considerations must be given to hours of operation, noise and traffic, number of patrons, frequency of activity, required site updates for compatibility or compliance, historical or cultural value of the site, allowed signage and neighborhood concerns. He discussed the Code language in some detail and noted some examples from other cities with regard to conditional use standards and processes. Staff recommends approval of the item.</p> <p>Ms. Saul made a motion to approve the item. Mr. Leeper seconded the motion. Mr. Holst stated that he likes that the proposal brings the requests before the Board of Adjustment for approval and that he likes the way the process is structured and that each case is considered on its own merits and is not precedent setting. Ms. Saul noted that she likes the idea offering these options for these types of processes and ensuring that it fits into the neighborhood. Mr. Holst also stated that he likes that the neighborhood concerns are taken into account. Mr. Larson asked what the staff review process is like for this type of</p> |

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| | <p>case. Mr. Sevy outlined that process and noted it would be similar to how other land use cases are handled. Howard described the Board of Adjustment meeting process and their particular purview.</p> <p>The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays</p> |
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CITY COUNCIL

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| <p>Committee of the Whole Discussion 12/7/2020</p> | <p>Mayor Green introduced the final item on the agenda Zoning Code Amendment: Adaptive Re-Use of Institutional Buildings in Residential Zone. Chris Sevy Planner I stated they received a request from an owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. He stated currently the activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood; however the zoning ordinance leaves few options for adaptively re-using existing vacant institutional buildings within residential districts. He stated to provide more flexibility to re-purpose defunct institutional buildings within residential neighborhoods, staff recommends adding a conditional use process where the Board of Adjustment would consider requests to adaptively re-use the buildings for specific other listed uses. Each case can be considered on its own merits at a public hearing where neighborhood concerns could be heard and the Board could deny, approve with conditions, or approve the proposal. Mr. Sevy stated the Planning and Zoning Commission discussed the proposed zoning code amendments at their August 26th and after further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval. Mayor Green opened it up for discussion from Council. Ms. Howard answered questions with regards to the distinction between a conditional use process and spot zoning, she stated the Board of Adjustment would consider these requests at a public hearing where any concerns could be addressed.</p> |
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BOARD OF ADJUSTMENT

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| <p>Discussion 1/7/2021</p> | <p>Ms. Lang presented the next item for discussion by the Board, a conditional use process to allow the repurposing of obsolete institutional buildings. Ms. Howard first spoke about the conditional use process, explaining that Iowa Code empowers the Board to hear appeals, special exceptions and variances. Some cities establish conditional uses in their zoning ordinances as a kind of special exception. Conditional uses are considered to be uses that might fit into a certain zoning district if certain approval criteria are met. They essentially provided additional flexibility in a zoning ordinance to allow a broader range of land uses. Careful scrutiny by the Board through a public hearing process is required. Currently the City does not have conditional uses in the zoning ordinance, and because of a recent request regarding the repurposing an old church building, it may be useful to add to the ordinance.</p> <p>To allow conditional uses, they must be established in the zoning ordinance and they will need to include specific approval criteria that must be met for approval. The burden of proof is on the applicant to show how the criteria are being met,</p> |
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and the Board may approve, approve with conditions or deny the request. If the Board determines that one or more of the criteria cannot be met, the request must be denied. The Board has the power to impose any conditions that they determine will ensure the conditional use will fit into the context of the specific location and meet all the approval criteria.

Each case would be considered on their own merits and surrounding property owners will be notified and provided an opportunity to be heard. As each case is unique, granting a conditional use should not be considered a precedent for granting the conditional use in future cases. Denial does not take away anyone's rights, but grants a special right to use the property according to conditions imposed by the Board.

Ms. Weeg asked if applicants will be made aware that the conditional uses are not a "right" and are not guaranteed. Ms. Howard noted that it will be explained to applicants, it's simply something that may be requested and evaluated for approval.

Ms. Howard discussed findings of fact, noting that it is important in these cases for the Board to state their findings of fact for each of the approval criteria. She provided examples of such findings and explained that there could be potential consequences if the Board does not give good findings. Ms. Weeg asked if the conditions could be enforced and Ms. Howard stated that their approval could be withdrawn if the conditions are not met. Ms. Weeg asked for more clarification on what it means that there could be consequences if the Board does not give good findings. Ms. Howard explained that it's up to the Board to ensure that whoever is coming for consideration meets the criteria and that decisions aren't made arbitrarily, for instance due to sympathy for the applicant. Therefore good findings are imperative and should be addressed at the meeting. Ms. Howard also noted that the Board is allowed to ask probing questions as needed to reach those findings. Ms. Weeg asked what would happen if the Board were to be sued and Ms. Howard explained that it is likely the City would provide legal representation for the Board as a whole. Ms. Weeg asked about the time allotment for reaching their findings and whether the item can be discussed and continued to another meeting. Ms. Howard explained that if the Board feels they need extra time to consider an item, they can vote to continue the hearing to a future meeting. Mr. Weintraut noted that typically staff tries to think ahead to the questions that the Board may have to provide additional information to the Board to help in their decision.

Mr. Sevy spoke about consideration of adaptive re-use of vacant institutional facilities to give an example of a potential conditional use case to give some context to the discussion. He gave an example of a case regarding a vacant church building and explained that the current options for such a building include: sit vacant, sell to another church, convert the use to a public or parochial school or tear down and subdivide into residential lots. Many alternative uses which may be appropriate are currently prohibited by code. He noted that institutional facilities are properties with unique characteristics. They are large buildings on

large parcels and often have some historical or cultural value, so it seems appropriate to cautiously provide flexibility of use while considering neighborhood context.

Mr. Sevy did some research and discussed the issue with other planners across Iowa and reviewed codes considered and adopted by other cities. Different approaches were considered and an approach was settled upon that fits into the context of our municipal code. This will not guarantee that a use will be allowed but it will allow for consideration that was previously not afforded.

Ms. Weeg asked for more clarification of what is being decided regarding the conditional uses. Ms. Howard clarified that it is being added to the ordinance as an amendment to allow for a potential conditional uses but that it will not be considered as a use that is permitted by right. It will just open it up for potentially allowing other uses than what are currently appropriate on a case-by-case basis.

Mr. Sevy discussed the critical issues to be considered, noting that not all uses will be compatible with residential neighborhoods. Nuisance issues such as noise and traffic will be important when evaluating potential alternative uses. Neighborhood input will be important during the review process as well. Additional conditions may need to be imposed depending on the proposed use and characteristics of the site. Staff has identified appropriate alternative uses to qualify for consideration, which include:

- Hospitality-oriented uses (i.e. retreat facilities, guest houses, commercial meeting halls, event facilities, etc.)
- Conversion to multi-unit dwelling
- Community services (i.e. libraries, museums, senior centers, community centers, neighborhood centers, youth club facilities, vocational training facilities, etc.)
- Specialized educational facilities (i.e. dance studios, language schools, etc.)
- Professional offices (i.e. accountants, lawyers, architects, etc.)

Mr. Sevy discussed factors that need to be considered in the neighborhood context, which include: hours of operation, noise and traffic, number of patrons, frequency of activity, required site updates for compatibility or compliance, historical or cultural value of site, allowed signage and neighborhood concerns. He discussed the language that is proposed to add to the zoning ordinance, which utilizes the Board of Adjustment decision-making for conditional uses. The burden of proof will fall upon the applicant, other cases will have no bearing on special exceptions for other properties, and all regulations of the base zones still apply. Ms. Rasmussen asked about cases where the ordinance for a particular zone may have been different at the time the building was built and how that would be handled with regard to what the ordinance says today. Ms. Howard explained that it would be grandfathered in as it was at the time it was built.

Mr. Sevy then discussed the recommendations by staff and how it would read in the amendment. He provided a list of the qualifying uses for consideration. Ms. Weeg asked about non-profit agencies, such as an administrative center for

homeless people that was not discussed as another potential community services. She asked if that would fall within category. Mr. Sevy stated that they left that somewhat open ended so that it would be allowable. Ms. Weeg asked if a homeless shelter would be considered as a multi-family dwelling. Ms. Howard stated that it would not fall into the residential use category, but temporary lodging. Ms. Weeg asked if homeless shelters are included in the Cedar Falls ordinances and how they are considered. It is of specific interest to her and she would like to know what covers shelters and what is allowed. Ms. Howard noted that City Council had concerns with the list of uses and whether it is too broadly drawn. Staff needs to be somewhat specific so that the uses don't end up being spot zoning and Mr. Sevy again clarified that this amendment only allows the right to bring the request to the Board, but does not guarantee that it will be allowed.

The Board agreed that this is a good amendment.

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADDING AN UNTITLED SUBPARAGRAPH G. TO PARAGRAPH (1), PRINCIPAL PERMITTED USES, OF SECTION 26-164, R-1 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, AND ADDING A NEW SECTION 26-140, CONDITIONAL USES, TO DIVISION 1, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, defunct church and civic buildings within residential zones have few alternative use options available in the zoning code; and

WHEREAS, these are often buildings of historical or cultural significance worthy of preservation which pose unique challenges because they are large buildings that sit on large parcels; and

WHEREAS, it is common practice for cities to grant conditional uses or special exceptions on a case by case basis, the framework for which is set forth in the proposed amendment, and

WHEREAS, the proposed amendment provides use flexibility to owners of these buildings without the risk of granting a broad list of land use categories by right, and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed ordinance under Case # TA20-002 and recommends approval; and now, therefore:

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

Section 1. Paragraph (1), Principal Permitted Uses, of Section 26-164, R-1 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add an untitled subparagraph g., as follows:

g. Conditional uses as provided for in Section 26-140

Section 2. Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new Section 26-140 (previously reserved), titled Conditional Uses, as follows:

Sec. 26-140. Conditional uses

- (a) *Generally.* The board of adjustment is empowered to hear and decide applications for conditional uses in certain circumstances specifically enumerated within this section. To ensure that the spirit of the ordinance is observed, no conditional use shall be granted by the board unless the applicant demonstrates that all of the approval criteria are met for the conditional use requested.
- (b) *Burden of proof.* The applicant bears the burden of proof and must support each of the approval criteria by a preponderance of the evidence.
- (c) *Precedents.* The granting of a special exception is not grounds for granting other special exceptions for the same or different properties.

- (d) *Other applicable regulations.* In addition to the approval criteria listed in this section, all conditional uses are required to meet the regulations of the base zone and any overlay district in which they are located and all other applicable regulations of this chapter, except as may be specifically modified by the board for the specific conditional use requested. If a property is located in a floodway or floodplain overlay district, the floodplain regulations apply in all cases. Approval of a conditional use permit is not intended to substitute for other permits required under local, state, or federal laws or regulations.
- (e) *Specific conditional uses enumerated.* The following conditional uses are permitted only after approval from the board of adjustment, subject to the restrictions and the approval criteria listed for each specific use listed below and any conditions imposed by the board of adjustment after consideration at a public hearing as set forth in the Board's rules of procedure and according to the Iowa Code.
- (1) *Adaptive re-use of defunct institutional buildings or buildings or properties of significant historical or cultural value.* According to the provisions set forth in this subsection, the board of adjustment may grant a conditional use permit to allow the adaptive re-use of a building or property of historic or cultural value or a defunct institutional facility, such as a church or civic building, when such building or property is located in a district where such adaptive use would not otherwise be permitted. The board of adjustment may deny the use or aspects of the use that are deemed out of scale, incompatible, or out of character with the surrounding neighborhood, or may require additional measures to mitigate these differences. Additional conditions may include, but are not limited to, additional screening, landscaping, parking, pedestrian facilities, setbacks, limitations on hours or days of operation, occupancy limits, limitations on outdoor or accessory uses, and restrictions on use of amplified sound, exterior lighting, or signage. The following provisions, regulations, and restrictions shall apply:
- a. *Qualifying uses.* Only the following uses qualify for consideration under this subsection:
1. Hospitality-oriented uses such as: retreat facilities, convention centers, guesthouses, meeting halls, and event facilities;
 2. Conversion to a multi-unit dwelling in a zone where such use is not otherwise allowed or where the proposed number of units exceeds the number otherwise allowed in the zone;
 3. Community service uses such as: libraries, museums, senior centers, community centers, neighborhood centers, day care facilities, youth club facilities, social service facilities, and vocational training facilities for the physically or mentally disabled;
 4. Specialized educational facilities such as: music schools, dramatic schools, dance studios, martial arts studios, language schools, and short-term examination preparatory schools;
 5. Professional office uses such as: accountants, lawyers, architects, or similar.
- b. *Criteria for approval.* In order to grant a conditional use, the board of adjustment must find that the proposal meets the following approval criteria or will meet the criteria if certain conditions are applied:
1. The anticipated characteristics of the proposed use, including but not limited to hours of operation, noise levels, lighting, traffic generation, signage, number of patrons/visitors/residents, and frequency, level, and type of activity will be compatible with the neighborhood;
 2. The proposed use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
 3. The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity;

- 4. Establishment of the proposed use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district in which the property is located;
 - 5. Adequate utilities, access roads, parking, drainage and/or other necessary facilities are or will be provided;
 - 6. Adequate measures have been or will be taken to provide ingress or egress designed to minimize traffic congestion on public streets;
 - 7. In the case of a building or property of historic or cultural significance, the proposal will preserve the significant historic, aesthetic, and/or cultural attributes of the property.
 - 8. The specific proposed use, in all other respects, conforms to the applicable regulations of the zone in which it is located.
- c. *Required submittals.* The applicant must demonstrate how the proposal meets the criteria for approval. The following is the minimum necessary documentation that the applicant must furnish:
- 1. A description of the previous use to the extent known, including but not limited to: site layout, number of existing parking spaces, traffic generation, hours/days of operation, number of patrons, visitors, and/or residents (as applicable), and frequency and level of both indoor and outdoor activity;
 - 2. A detailed description of the proposed use including, but not limited to: any proposed changes to the site layout, anticipated traffic generation, proposed hours of operation, projected number of patrons or visitors(as applicable), frequency and type of activity (both indoor and outdoor), any new outdoor lighting proposed, proposed signage, residential density (if applicable), number of off-street parking spaces, anticipated parking demand, anticipated outdoor activities, and any proposed use of amplified sound.
 - 3. A site plan showing all proposed changes including site removals and improvements to accommodate the proposed use.
 - 4. A list of owners of record of all parcels located within 300 feet of the parcel and their addresses.
 - 5. Any further information or materials that will help demonstrate compliance with the criteria for approval listed above.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, 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
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MEMORANDUM
Administration Division

TO: Mayor Rob Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
 Kevin Rogers, City Attorney
DATE: January 26, 2021
SUBJECT: Poultry Ordinance & Associated Code Updates

At the January 19, 2021 City Council meeting, the Council discussed, amended and held the first reading of an ordinance permitting poultry. The amendments included the following:

- Definition: add quail, dove, pheasant and pigeon (squab's being a baby pigeon)
- Size of coop & run: remove requirement of three square feet and replace with statement that it must be sized in compliance with generally accepted animal husbandry standards

The change in definition results in recommending two other changes to the ordinance: Sections 6-60 on noises and 6-64/6-65 on coloring/sale. In Section 6-60, the January 19th version simply added to the list of general dog and cat noises with some examples of noises poultry might make. The addition of four other types of fowl expands this. Enumerating the types of noises becomes more difficult. In addition, having a long list of examples may lead to arguments that if a certain sound is not listed, it is not subject to this provision. This is not the intent. Therefore to avoid this issue, Staff recommends revising this section to remove examples of sounds and simply refer to it as "noise making" or "noise" (Sections 6-60(a) and (b)). Sections 6-64 and 6-65 give a list of baby fowl. Given the definition has expanded, it is recommended that these sections be simplified to "animal." Staff also found that Section 6-65 needed another revision on the quantity of young fowl allowed for sale or use as prize such that it corresponds to the current number of poultry permitted. Immediately below are those recommended changes:

Sec. 6-60. - Noisy dogs, cats or poultry.

- (a) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow such animal alone or in combination with others to cause serious annoyance or disturbance to a reasonable person by frequent and habitual noise makinghowling,

~~whining, yelping, barking, crowing, quacking, gobbling, honking, chirping, calling or other noises.~~

- (b) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow the animal to ~~howl, whine, yelp, bark, crow, quack, gobble, honk, chirp, call, or otherwise~~ make noise that is annoying or disturbing to a reasonable person for more than 15 minutes in duration (whether consecutive or not) in any 24 hour-period within the city.
- (c) Proof of ownership of a dog, cat or poultry shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this section.

(Code 2017, § 6-58; Ord. No. 2778, § 2, 8-27-2012)

Sec. 6-64. - Artificially colored animals.

No ~~animal~~~~chick, duckling, gosling, poult or rabbit that has been dyed or otherwise~~ colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

(Code 2017, § 6-62)

Sec. 6-65. - Sale of baby fowl or use as prize, premium

~~Chicks, ducklings, poult, goslings and other~~ Fowl younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than 102 to an individual person, unless sold by a person engaged in the business of selling such animals for agricultural or wildlife purposes.

(Code 2017, § 6-63)

Sec. 6-66. - Care of baby fowl displayed to public.

Stores, shops, vendors and others displaying ~~chicks, ducklings, poult, goslings or other~~ fowl to the public shall provide and operate brooders or other heating devices that may be necessary to maintain the animals in good health, and shall keep adequate food and water available to the animals at all times.

(Code 2017, § 6-64)

Another provision in the version of the ordinances passed on January 19 has to do with the maximum size of openings. Section 6-304 (Poultry Coop) and Section 6-305 (Poultry Run) both contain the following phrase: *No permanent openings greater than 2 1/8 inches in diameter are allowed.* With the addition of smaller species of birds such as pigeons and doves, these maximum allowances may be too large to prevent escape. It is therefore recommended that these provisions be stricken. It is believed that other language in the two sections would be sufficient such as “safe and secure” and

“completely enclosed so as to prevent the escape of the poultry.”

Staff researched general husbandry standards to investigate how to address this in the ordinance as well as consider how this would consistently be applied with licenses/land use permits and then code enforcement. Terms searched included “poultry husbandry standards”, “urban poultry standards”, “standards for backyard poultry”, “humane animal urban farming”, and “urban farming interest groups”. In a majority of cases, information found was primarily about chickens. Information on the other fowl proposed for Cedar Falls’ poultry ordinance was not found with these searches. A Poultry Extension website for Small and Backyard Poultry linked to five extension agencies including Iowa, Wisconsin, Pennsylvania, Kentucky, and Oregon. Two had no information on sizing of coops and runs, three of them indicated it should be based on body weight applying a standard from 1-2 square feet for the coop and 2 square feet for the run. Only one site went on to state that hens are typically 4-6 pounds, but species will vary. This approach brings a lot of variability to the license and land use permitting process. The weight will be different as the poultry grows, each animal will be a different size, and the owner may change their mix of poultry, to name a few examples. Staff is also concerned that finding an animal husbandry standard for each type of poultry permitted is not straightforward. This will not only require much time from staff in researching, but sets up for disagreements about which source should be considered a “generally accepted animal husbandry standard.” Staff considered whether a size needs to be identified at all in the ordinance. However, the concern with avoiding the topic then becomes how to address a concern on animal neglect, should that later occur. The same front end issues now just become back end issues. Animal neglect is typically a determination made by the humane society or animal control officers in the case of dogs and cats but not livestock animals such as poultry. The concerns here are not intended to be argumentative, rather to note the difficulty we could experience in dealing with interpretation and enforcement. Knowing these are often issues with ordinances, staff is working as diligently as possible to have a clear ordinance for the community. Therefore, setting a standard on the minimum size is recommended. It may be too large for some of the poultry types, just right for others, and slightly small if a turkey is housed. Owners should take care to appropriately size for larger animals. The research on the sizing of coops and runs also leads to recommending the originally proposed language remain (a minimum of three square feet per animal for both coop and run).

The attached ordinances are what staff interprets to be the amended versions from January 19th that were passed upon first consideration. The red lines show only the amendments passed on January 19th. All other changes to the original ordinances have been accepted.

In order to adopt the changes recommended in this Memorandum, Council would need to pass a motion or motions to amend to incorporate these changes. If such amendments were passed, these would constitute material changes and passage of the ordinances would need to begin again with first consideration. If these recommended changes are not adopted then the ordinances would be considered as a second

reading.

If Council wishes to make new amendments to the ordinances that are not contained in this Memorandum, it is recommended that such amendments be deliberated and a consensus reached, but that additional readings be postponed to the next meeting, thus allowing staff the ability to assess if such changes have other impacts or to research standards and consider how they could work most effectively.

If there is urgency to adopting these amendments, the Council may consider suspending the rules to allow the third reading to occur immediately following the second reading.

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

ORDINANCE NO. 2984

AN ORDINANCE (1). REPEALING ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-1, AUTHORITY OF LAW ENFORCEMENT OFFICERS AND ANIMAL WARDENS; INTERFERENCE WITH OFFICER OR WARDEN; SECTION 6-2, ANIMAL NEGLECT; SECTION 6-3, ABANDONMENT OF CATS, DOGS OR POULTRY; SECTION 6-4, USE OF STREETS FOR DRIVING OR RIDING ANIMALS; SECTION 6-5, SECURING OF ANIMALS LEFT ON STREET; SECTION 6-6, RUNNING AT-LARGE PROHIBITED; GRAZING ON PUBLIC PROPERTY OR PROPERTY OF ANOTHER; SECTION 6-7, IMPOUNDMENT OF LIVESTOCK RUNNING AT-LARGE; SECTION 6-8, RECOVERY OF COSTS BY CITY FOR DAMAGE DONE BY ANIMALS; SECTION 6-9, DISPOSAL OF DEAD ANIMALS; SECTION 6-10, TRANSPORTATION OF DEAD ANIMALS; SECTION 6-11, ANIMALS CAUSING ANNOYANCE OR DISTURBANCE; AND SECTION 6-12, BUTCHERING OF ANIMALS PROHIBITED; (2). REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-42, DEFINITIONS; SECTION 6-43, LICENSE REQUIRED FOR DOGS, CATS AND POULTRY; SECTION 6-44, APPLICATION FOR DOG OR CAT LICENSE; SECTION 6-45, APPLICATION FOR POULTRY LICENSE; SECTION 6-46, DOG, CAT AND POULTRY LICENSE FEES; SECTION 6-47, RABIES VACCINATION FOR DOGS AND CATS; SECTION 6-48, ISSUANCE AND USE OF DOG OR CAT LICENSE TAG; SECTION 6-49, DURATION OF DOG, CAT OR POULTRY LICENSE; TRANSFER OF TAG OR LICENSE; SECTION 6-50, IMPLIED CONSENT TO INSPECTION OF PROPERTY OF PERSON OBTAINING DOG, CAT OR POULTRY LICENSE; SECTION 6-51, EXCEPTIONS TO DOG, CAT AND POULTRY LICENSE REQUIREMENTS; SECTION 6-52, ANIMAL POUND; SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE; SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS; SECTION 6-55, DISPOSITION OF IMPOUNDED ANIMALS FOR CERTAIN PURPOSES PROHIBITED; SECTION 6-56, DUTY TO REPORT ATTACKS BY ANIMALS AND KNOWN OR SUSPECTED CASES OF RABIES; SECTION 6-57, CONFINEMENT OF ANIMAL BITING PERSON OR SUSPECTED OF HAVING RABIES; SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE; SECTION 6-59, PERMITTING DOG OR CAT TO ATTACK PERSONS OR ANIMALS, DESTROY PROPERTY; SECTION 6-60, NOISY DOGS, CATS OR POULTRY; SECTION 6-61, CONFINEMENT OF DOGS OR CATS IN HEAT; SECTION 6-62, CLEANUP OF ANIMAL DROPPINGS; SECTION 6-63, DUTY OF OWNER TO KEEP PREMISES IN SANITARY CONDITION; SECTION 6-64, ARTIFICIALLY COLORED ANIMALS; SECTION 6-65, SALE OF BABY FOWL OR USE AS PRIZE, PREMIUM; SECTION 6-66, CARE OF BABY FOWL DISPLAYED TO PUBLIC; SECTION 6-67, GIVING AWAY ANIMAL AS

BUSINESS INDUCEMENT; SECTION 6-68, DISPLAY OF WILD ANIMALS; SECTION 6-69, DUTY OF OWNER REGARDING CARE OF ANIMALS; AND SECTION 6-70, ANIMALS PROHIBITED; STURGIS FALLS CELEBRATION AND CEDAR BASIN JAZZ FESTIVAL; **(3)**. REPEALING DIVISION 3, DANGEROUS ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, DANGEROUS ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-131, DEFINITION; SECTION 6-132, AUTHORITY TO IMPOUND OR REQUIRE CONFINEMENT; SECTION 6-133, NOTICE OF IMPOUNDMENT; SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS; SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL; SECTION 6-136, PAYMENT OF IMPOUNDMENT FEES; AND SECTION 6-137, HARBORING PROHIBITED; **(4)**. REPEALING DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS, CONSISTING OF SECTION 6-158, KEEPING OF AGRICULTURAL ANIMALS; SECTION 6-159, KEEPING OF CHICKENS AS NONCOMFORMING USE; AND SECTION 6-160, INDOOR PETS; ALL IN THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Article I, In General, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Article I, In General, is enacted in lieu thereof, as follows:

ARTICLE I. - IN GENERAL

Sec. 6-1. - Authority of law enforcement officers and animal wardens; interference with officer or warden.

Law enforcement officers and animal wardens shall have police powers in the enforcement of this chapter. No person shall interfere with, hinder, molest or abuse any such officer or warden in the exercise of such powers. For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any law enforcement officer or animal warden is empowered to enter upon any premises upon which a dog, cat, poultry, horse or other animal is kept or harbored, to demand the exhibition by the owner of a dog, cat or poultry of the required license for the dog, cat or poultry and the exhibition of any required rabies vaccination tag, and, consistent with state law, to rescue animals threatened with abuse, neglect or torture.

Sec. 6-2. - Animal neglect.

- (a) A person commits animal neglect when the person owns or has custody of an animal, and fails to provide the animal with any of the following conditions for the animal's welfare:
- (1) Access to food in an amount and quality reasonably sufficient to satisfy the animal's basic nutrition level to the extent the animal's health or life is endangered.
 - (2) Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow or ice does not satisfy this requirement.

- (3) Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent that the animal's health or life is endangered.
 - (4) Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health to the extent that the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow, or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed, poultry coop or doghouse.
 - (5) Grooming to the extent it is reasonably necessary to prevent adverse health effects or suffering.
 - (6) Veterinary care deemed necessary by a reasonably prudent person to relieve an animal's distress from any of the following:
 - i) A condition caused by failing to provide for the animal's welfare as described in this section.
 - ii) An injury or illness suffered by the animal causing the animal to suffer prolonged pain and suffering.
- (b) This section does not apply to any of the following:
- 1) A person issued or renewed an authorization to operate a commercial establishment, or a person acting under the direction or supervision of that person, if all of the following apply:
 - i) The animal, as described in subsection (a), was maintained as part of the commercial establishment's operation.
 - ii) In providing conditions for the welfare of the animal, as described in subsection (a), the person complied with the standard of care requirements provided in Iowa Code section 162.10A, subsection 1, including any applicable rules adopted by the state department of agriculture and land stewardship applying to any of the following:
 - A) A state licensee or registrant operating pursuant to Iowa Code section 162.10A, subsection 2, paragraph a or b.
 - B) A permittee operating pursuant to Iowa Code section 162.10A, subsection 2, paragraph c.
 - 2) A research facility, as defined in Iowa Code section 162.2, if the research facility has been issued or renewed a valid authorization by the state department of agriculture and land stewardship pursuant to Iowa Code chapter 162, and performs functions within the scope of accepted practices and disciplines associated with the research facility.
- (c) A person who commits animal neglect that does not cause injury, serious injury, or death to an animal is guilty of a simple misdemeanor.
- (d) It shall be the duty of any law enforcement officer or animal warden to seize and place in a proper animal shelter or animal pound any animal threatened with abuse, neglect or torture.

Sec. 6-3. - Abandonment of cats, dogs or poultry.

A person who has ownership or custody of a cat, dog or poultry shall not abandon such animal, except the person may deliver the animal to another person who will accept ownership and custody or the person may deliver such animal to an animal shelter or animal 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.

Sec. 6-4. - Use of streets for driving or riding animals.

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

Sec. 6-5. - Securing of animals left on street.

It shall be unlawful for any person to leave standing loose or not securely tied to some post or other thing sufficient to restrain such animal from being at-large or running away, on any of the streets or other places outside of an enclosure within the limits of the city, any team or animal used for riding or driving, without the team or animal being in immediate charge of some person.

Sec. 6-6. - Running at-large prohibited; grazing on public property or property of another.

- (a) No horses, mules, jacks, cattle, swine, goats, sheep, or any other livestock animal shall be permitted to run at-large within the corporate limits of the city, nor shall any animal be permitted to be staked or tied out to graze on or in front of any person's premises without the consent of such person, nor shall any animal be permitted to be staked or tied out to graze in any of the public property of the city.
- (b) No owner or person having charge of any animal shall permit the animal to run at-large or to be staked out contrary to the provisions of this section.

Sec. 6-7. - Impoundment of livestock running at-large.

- (a) *Authority of law enforcement officers and animal wardens* It shall be the duty of any member of the public safety services department as well as animal wardens, when on duty, to take up, distraint and impound any animal found running at-large contrary to the provisions of section 6-6, and care for the animal until the animal's sale or release as provided in this section. Such animal shall be impounded in a proper animal shelter, animal pound, or other suitable place pending sale or release..
- (b) *Confinement by private persons.* Any person may take upon his own premises and distraint any animal running at-large contrary to the provisions of section 6-6 and endangering such person's or another's safety or property. Such person shall give notice forthwith to the public safety services department, or he may deliver such animal immediately to the public safety services department. In either case, the public safety services department shall impound the animal as authorized in subsection (a) of this section.
- (c) *Notice of impoundment.* Within 24 hours after the impoundment of any animal pursuant to this section, the chief of police shall post at city hall, in some conspicuous place in the place of impoundment and at some public place in the city, a notice particularly describing the animal impounded and calling on the owner thereof to identify and take charge of the animal after paying the fees and expenses incurred in the taking, impounding and keeping of such animal. The chief of police shall serve such notice personally on the owner if known.
- (d) *Sale of unredeemed animals.*
 - (1) If a distrainted animal has not been redeemed pursuant to the notice of distraint required by this section, the chief of police shall give notice of the sale of such animal after the expiration of two days from the time of impoundment. Such sale shall be at a public auction in front of the city pound or other place of impoundment, and it shall be held between the hours of 1:00 p.m. and 4:00 p.m. on a day not less than three days nor more than ten days from the date of posting notices. The day of posting shall be counted as the first day.
 - (2) The notice of distraint required by subsection (c) of this section shall contain a description of the animal and shall state the time and place of sale.
 - (3) At the time and place fixed for the sale in the notice, the chief of police shall proceed to sell such animal for cash at such public auction to the highest and best bidder therefor. In case no bid is received, or if in the opinion of the chief it is impossible to sell such animal, the chief shall

humanely dispose of the animal. Within three days after the sale, the chief shall pay to the finance officer the proceeds of such sale.

- (e) *Redemption by owner.* The owner of any animal impounded in accordance with the provisions of this section may redeem the animal at any time before the sale thereof upon the payment to the chief of police of all costs and expenses, including the costs of advertising, and after having first furnished to the chief satisfactory proof of ownership.
- (f) *Disposition of proceeds of sale.* After the sale authorized in subsection (d) of this section, the treasurer shall pay the balance, if any, remaining from the sale of the stock to the owner thereof, upon the written order of the mayor, provided such owner shall establish the owner's claim thereto before the mayor within one year from the date of the sale. After the expiration of one year, the money shall be declared forfeited to the city.
- (g) *Redemption fees.* Any person claiming any animal impounded in accordance with this section shall pay the chief of police such amounts as established by council resolution from time to time for each animal of every kind, for the discharge of such animal. The chief shall charge a further sum per head for each day's keeping of such animal, and for the cost of advertising if the animal has been advertised.

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 mentioned in section 6-6 for all damages to public property.

Sec. 6-9. - Disposal of dead animals.

No person shall place or allow to be placed any dead animal in any public right-of-way or other public place in the city. No person shall allow any dead animal which the person owned or had control over at the time of death to remain in any public right-of-way or other public place for more than 24 hours after death. No person shall allow any dead animal to remain on such person's premises for more than 24 hours after death. Such persons, and all other persons in possession of a dead animal within the city, shall properly dispose of such dead animal within 24 hours.

Sec. 6-10. - Transportation of dead animals.

No person shall take, draw, haul or carry any dead animal through any street of the city without first securely covering and protecting such animal in a manner that will screen the animal from public view and exposure.

Sec. 6-11. – Animals causing annoyance or disturbance.

- (a) It shall be unlawful for any person keeping, owning or sheltering any animal to allow or permit such animal to cause annoyance or otherwise interfere with the premises of another, or by frequent and habitual noise making or otherwise cause serious annoyance or disturbance to reasonable persons.
- (b) No person shall be convicted under the provisions of this section except upon evidence of two or more reasonable persons of different households.

Sec. 6-12. - Butchering of animals prohibited.

Except as authorized in section 16-15, no person shall within the city limits slaughter, butcher or process any animal on public property or, within the sensory perception of any person not on the same premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law. Field dressing by authorized hunters of animals slaughtered in the areas designated for hunting in section 16-15 shall be allowed in those areas.

Section 2. Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 1, Generally, is enacted in lieu thereof, as follows:

ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 6-42. - Definitions.

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:

Animal means any living creature, domestic or wild.

Animal pound means a facility for the prevention of cruelty to animals operated by the state, city or other political subdivision for the purpose of impounding or harboring seized stray, at large, homeless, abandoned, or unwanted animals, or animals threatened with abuse, neglect or torture; or a facility operated for such purpose under a contract with the city or incorporated society..

Animal shelter means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

Animal warden means any person employed, contracted, or appointed by the state, city or other political subdivision, for the purpose of aiding in the enforcement of the provisions of this chapter or any other state or federal law or ordinance relating to the licensing of animals, control of animals or seizure and impoundment of animals and includes any law enforcement officer, animal control officer, or other employee whose duties in whole or in part include assignments which involve the seizure or taking into custody of any animal.

At large means running or found loose within the city upon any street, alley, sidewalk or public or private grounds. A dog or cat, or poultry, properly licensed as required by this article, shall not be deemed at-large if it is:

- (1) On the premises of the owner and, in the case of poultry, either confined in a poultry coop or poultry run or under the direct physical control of the owner;
- (2) Under the control of a person competent to restrain and control the dog or cat, either by leash, cord, chain or other similar restraint not more than ten feet in length, or properly restrained within a motor vehicle;
- (3) Properly housed in a veterinary hospital or licensed kennel;
- (4) Accompanied by or at heel beside and obedient to the commands of the owner or a competent responsible person unless the dog is on a recreational trail. Dogs on recreational trails must be on a leash of six feet or less in length as required in section 17-275(3); or
- (5) A dog which is either under the control of a person competent to restrain and control the dog, or which is accompanied by or at heel beside and obedient to the commands of the owner or a competent responsible person, and which is within the confines of an authorized off-leash dog exercise facility as described in section 17-209, provided that such person is at all times in compliance with all of the provisions of such section.

Cat means all members of the species *Felis domestica*, male or female, whether altered or not.

Chief animal control officer means the chief executive officer or head of the animal control agency.

Code enforcement officer means any city employee, officer or contractor authorized to enforce the ordinances of the city.

Dog means all members of the canine species, male or female, whether altered or not.

Health department means the health department of the city or county.

Horse means an animal of the genus *Equus* and species *caballus*.

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

Owner means any person owning, keeping or harboring an animal.

Pet shop means any person engaged in the business of breeding, buying, selling or boarding animals of any species, except the operation of a kennel or agricultural or wildlife pursuits.

Poultry means one or more domesticated chicken, turkey, goose, duck, quail, dove, pheasant or pigeon.

Poultry coop means a structure for the housing of poultry.

Poultry run means an enclosed outdoor area within which poultry can roam.

Riding school or stable means any person engaged in the business of teaching persons to ride horses, or providing horses to ride for a fee.

Sec. 6-43. - License required for dogs, cats and poultry.

The owners of all dogs and cats four months old or older, and of poultry four weeks old or older, shall annually obtain a license for such animal or animals as provided in this article.

Sec. 6-44. - Application for dog or cat license.

- (a) The owner of a dog or cat for which a license is required shall, on or before January 1 of each year, apply to the city clerk or designee for a license for each owned dog or cat . Such application for license may be made after January 1, and at any time, for a dog or cat which has come into the possession or ownership of the applicant, or which has reached the age of licensure after such date.
- (b) The application shall be in writing on blanks provided by the city clerk, and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat, and the name and address of the owner, and be signed by the owner. Such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated.

Sec. 6-45. –Application for poultry license.

- (a) The owner of poultry for which a license is required shall, on or before January 1 of each year, apply to the city clerk or designee for a license for all owned poultry. Only one license shall be required, regardless of the number of poultry owned, up to the maximum number allowed under section 6-303. Such application for license may be made after January 1, and at any time, for poultry which has come into the possession or ownership of the applicant, or which has reached the age of licensure after such date.
- (b) The application shall be in writing on blanks provided by the city clerk, and shall state the total number of poultry, the name and address of the owner, and shall be signed by the owner.
- (c) Poultry may be replaced during the period of the license without obtaining a new license if the total number of poultry is not increased by such replacement. A reduction in the total number of poultry shall not require a new license but an increase in the total number of poultry shall require a new license.
- (d) License tags shall not be required for poultry.

Sec. 6-46. – Dog, cat and poultry license fees.

- (a) *Dogs and cats.* The annual license fee for each male dog or cat or spayed dog or cat or female dog or cat incapable of reproduction and for each unspayed female dog or cat shall be in an amount established annually by resolution of the city council. The license fee for all dogs or cats kept in a kennel shall be waived so long as the owner of the kennel dogs or cats pays the annual kennel fee and complies with all other requirements for kennels as contained in section 6-99. However, the owner of all dogs or cats four months old or older must comply with all provisions of this article, including obtaining a rabies vaccination and license tag, even though the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a male dog or cat has been altered or that a female dog or cat has been spayed or is incapable of reproduction.
- (b) *Poultry.* The annual license fee for poultry shall be in an amount established annually by resolution of the city council.
- (c) *Delinquency.* All license fees for dogs, cats and poultry become delinquent on April 1 in the year in which they are due and payable, and a penalty in an amount to be established annually by the city council shall be added to each unpaid license fee on or after such date.

Sec. 6-47. - Rabies vaccination for dogs and cats.

- (a) *Vaccination prerequisite for obtaining license.* Before a license is issued for any dog or cat, the owner must present evidence with the application for the license that the dog or cat has been vaccinated against rabies. Such evidence shall be a certificate of vaccination signed by a licensed veterinarian, and the certificate shall show that the vaccination does not expire within six months from the effective date of the dog or cat license.
- (b) *Administration of vaccine; rabies tag.* The rabies vaccination required by subsection (a) of this section shall be an injection of antirabies vaccine approved by the state department of agriculture, and the frequency of revaccination necessary for approved vaccination shall be as established by such department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the state department of agriculture. The veterinarian shall issue a tag with a certificate of vaccination, and such tag shall at all times be attached to the collar of the dog or cat.
- (c) *Vaccination required.* Every owner of a dog or cat shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog or cat in his possession four months of age or over which has not been vaccinated against rabies.

Sec. 6-48. - Issuance and use of dog or cat license tag.

- (a) The city clerk or the designee of the city clerk shall, upon receipt of the application for a dog or cat license, payment of the license fee and proof of rabies vaccination, deliver or mail to the applicant a license, which shall be in the form of a metal tag.
- (b) The license tag shall be attached by the owner of a dog or cat to a substantial collar, and, during the term of the license, the collar, with attached license, shall be at all times kept on the dog or cat for which the license is issued. On the expiration of the license, the owner shall not remove the license tag from the dog or cat until the owner has purchased and attached a new current license tag for the dog or cat.

Sec. 6-49. - Duration of dog, cat or poultry license; transfer of tag or license.

- (a) *Duration of license; transfer of tag.* All dog, cat and poultry licenses shall expire on January 1 of the year following the date of issuance. A license tag issued for one dog or cat shall not be transferable to another dog or cat.
- (b) *Transfer of license.* When the permanent ownership of a dog, cat or poultry is transferred, the license for the dog, cat or poultry may be transferred by the city clerk by notation on the license record giving the name and address of the new owner.

Sec. 6-50. - Implied consent to inspection of property of person obtaining dog, cat or poultry license.

The application for and the receipt of a dog, cat or poultry license shall include an implied consent by the owner to permit an inspection of both real and personal property under the owner's control for the purpose of carrying out the provisions of this article.

Sec. 6-51. - Exceptions to dog, cat and poultry license requirements.

The requirements of this article for licenses for dogs, cats and poultry shall not apply to dogs, cats or poultry that are under the control of the owners or handlers and which are in transit or to be exhibited, or to nonresidents of the city, if they are in the state for less than 30 days, or which are assigned to a research institution or like facility.

Sec. 6-52. - Animal pound.

(a) *Establishment by city.*

- (1) The city may establish and maintain a municipal animal pound or shelter to be conducted and operated by the city.
- (2) It shall be the duty of the authorized person appointed by the city to supervise and control such pound or shelter to cause it to be kept in a sanitary condition and free from offensive odors, to provide for adequate wholesome food for animals impounded therein, to provide careful and humane treatment toward such animals, and to isolate diseased animals and provide for humane destruction of animals when necessary.

- (b) *Authority to contract for care and disposition of animals in lieu of establishing pound.* The city may, in lieu of the establishment and maintenance of animal pounds, contract with any incorporated society or association for the prevention of cruelty to animals or with another municipality or other political subdivision, for the collection and protection of licensed or unlicensed dogs, cats and other animals or the maintenance of a shelter or pound for licensed or unlicensed dogs, cats or other animals, for the collection of dogs or cats or other animals at-large, for the destruction or other disposition of seized dogs or cats or other animals not redeemed as provided by ordinance, for the disposal of dead animals, and to assist in the collection of licenses upon dogs, cats and poultry.

Sec. 6-53. - Impoundment of dogs, cats or poultry running at-large.

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner is known. The impounding agency shall also post notice of the impounded dog, cat or poultry on its website, if such owner is known. If the owner does not redeem the dog, cat or poultry as provided in section 6-52, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

Sec. 6-54. - Redemption of impounded animals.

Any unlicensed dog, cat or poultry or any other animal restrained or impounded in accordance with provisions of this article shall be held for a period of five days if there is no known owner. Any dog, cat or poultry restrained or impounded that is licensed or wearing a rabies tag will be held for a period of seven days. Litters of puppies and kittens may only be held for 24 hours. At the end of the five- or seven-day period, the owner of the dog, cat, poultry or

other animal may redeem the animal by obtaining the required license and/or rabies vaccination if required, and by paying the cost of impoundment, which shall include a pickup fee and a daily boarding fee. The cost of impoundment paid to the impounding agency shall be retained by the impounding agency. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

Sec. 6-55. - Disposition of impounded animals for certain purposes prohibited.

It shall be unlawful for any person employed by the city or any person employed by or connected with the animal pound or shelter, or any society or organization operating or maintaining such pound or shelter under lease or contract with the city, to sell, give away or dispose of, through any pretext or by any device or means whatsoever, any dog or cat or other animal impounded in such pound to any person for the purpose of using such dog or cat or other animal as food, or for the purpose of medical experimentation unless the institution desiring such dog or cat or other animal for medical experimentation is duly approved and authorized by the state to conduct such experimentation, or for any other purpose except for pets and related activities.

Sec. 6-56. - Duty to report attacks by animals and known or suspected cases of rabies.

It shall be the duty of the owner of any dog or cat or any other animal which has bitten or attacked a person, or any person having knowledge of such bite or attack, to report this act to the health department, police operations division or animal warden. It shall be the duty of physicians or veterinarians to report to the health department the existence of any animal known or suspected to be suffering from rabies.

Sec. 6-57. - Confinement of animal biting person or suspected of having rabies.

Whenever a law enforcement officer or animal warden receives information that any person has been bitten by an animal, or that a dog, cat or other animal is suspected of having rabies, he or she shall order the owner to confine such animal in any manner as directed. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such official, and after two weeks the animal may be humanely destroyed. If such animal is returned to its owner, the owner shall pay the cost of impoundment, which shall include a pickup fee and a daily boarding fee.

Sec. 6-58. - Permitting dog, cat or poultry to run at-large.

- (a) *Prohibition.* It shall be unlawful for the owner of a dog, cat or poultry to:
- (1) *Generally.* Permit or allow a dog, cat or poultry to be at-large. Any dog, cat or poultry found at-large shall be presumed to be so with the permission of its owner and proof that such dog, cat or poultry was at-large, and of ownership, shall constitute in evidence a prima facie presumption in any proceeding charging any violation of this section.
 - (2) *Cemeteries.* Permit or allow a dog, cat or poultry to be in any public cemetery at any time.
- (b) *Exceptions.* The foregoing subsections (a)(2) and (a)(3) of this section shall not apply to service dogs or assistive animals used by handicapped persons.
- (c) *Repeated violations.* Any owner of a dog, cat or poultry who has been found in violation of this section on three or more occasions within a two-year period immediately prior to impoundment of an animal found to be in violation of this section, shall not have the right to

redeem such animal from impoundment as provided for in section 6-54. Instead, the animal shall be disposed of as provided for in section 6-55.

Sec. 6-59. - Permitting dog or cat to attack persons or animals or destroy property

It shall be unlawful for the owner of a dog or cat to permit such dog or cat to attack persons, domestic animals or destroy property, or to permit such dog or cat to place persons in reasonable fear of attack or injury. Proof of ownership of a dog or cat and that the dog or cat did attack persons or domestic animals, destroy property or place persons in reasonable fear of attack or injury shall constitute in evidence a prima facie presumption of permission of the owner in any proceeding charging violation of this section.

Sec. 6-60. - Noisy dogs, cats or poultry.

- (a) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow such animal alone or in combination with others to cause serious annoyance or disturbance to a reasonable person by frequent and habitual noise making.
- (b) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow the animal to make noise that is annoying or disturbing to a reasonable person for more than 15 minutes in duration (whether consecutive or not) in any 24 hour-period within the city.
- (c) Proof of ownership of a dog, cat or poultry shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this section.

Sec. 6-61. - Confinement of female dogs or cats in heat.

The owner of any female dog or cat in heat shall confine the female dog or cat in a building, or keep the dog or cat in his presence, so that the female dog or cat cannot come into contact with another animal except for planned breeding.

Sec. 6-62. - Cleanup of animal droppings.

It shall be unlawful for any owner or person in charge of an animal to fail to clean up and remove as soon as possible any excrement or droppings deposited by the animal on any real estate, whether privately or publicly owned, other than on the premises of the owner or person in charge.

Sec. 6-63. - Duty of owner to keep premises in sanitary condition.

It shall be unlawful for the owner or person in charge of any dog, cat, poultry, horse or other animal to permit excrement or droppings from any of such animals to collect on the premises of the owner or person in charge, causing odor or unsanitary conditions. Failure to keep the premises in a clean and sanitary condition shall be deemed a nuisance and may be abated as provided in chapter 15.

Sec. 6-64. - Artificially colored animals.

No animal colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

Sec. 6-65. - Sale of baby fowl or use as prize, premium

Fowl younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than 10 to an individual person, unless sold by a person engaged in the business of selling such animals for agricultural or wildlife purposes.

Sec. 6-66. - Care of baby fowl displayed to public.

Stores, shops, vendors and others displaying fowl to the public shall provide and operate brooders or other heating devices that may be necessary to maintain the animals in good health, and shall keep adequate food and water available to the animals at all times.

Sec. 6-67. - Giving away animal as business inducement.

No person shall give away any live vertebrate animal as a prize for or as an inducement to enter any contest, game or other competition, or as an inducement to enter a place of amusement, or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

Sec. 6-68. - Display of wild animals.

No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to a theatrical exhibit or circus, except that no theatrical exhibit or act shall be held in which animals are encouraged to perform through the use of chemical, electrical or mechanical devices.

Sec. 6-69. - Duty of owner regarding care of animals.

- (a) *Standard of care.* Each owner or keeper of an animal shall comply with the standards of care for each such animal set forth in this section. Failure to comply with any standards of care set forth in this section shall be a violation of this section.
- (b) *Adequate veterinary care.* It shall be the duty of each owner or keeper of an animal to provide the animal with adequate veterinary care, which shall mean that a sick, diseased, or injured animal shall be provided with a proper program of care that is recommended by a veterinarian, or shall be humanly euthanized. Each animal shall be provided with proper immunizations, proper flea control measures, and proper preventive health care, including parasite control.
- (c) *Cleaning and grooming.* It shall be the duty of each owner or keeper of an animal to keep the animal clean, and to provide proper grooming as appropriate for the species.

Sec. 6-70. - Animals prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival

- (a) The city council shall designate the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival, in the city. Such designation by resolution shall occur no later than two weeks prior to the start of the Sturgis Falls Celebration and Cedar Basin Music Festival, which take place simultaneously.
- (b) It shall be unlawful for the owner of an animal to permit or allow the animal to be in the areas designated by the city council as Sturgis Falls Celebration and Cedar Basin Music Festival, locations during the designated dates. The following listed dogs are exempt: a certified police canine, rescue dog or tracking dog acting on behalf of a public safety agency in the performance of its duties, or engaged in approved training or a public demonstration of its skills; service dog; certified therapy dog; assistive animal.

Section 3. Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Dangerous Animals, is enacted in lieu thereof, as follows:

ARTICLE II. - ANIMAL CONTROL

DIVISION 3. - DANGEROUS ANIMALS

Sec. 6-131. - Definition.

For purposes of this division, any animal which attacks or injures any person or domestic animal, or which constitutes a physical threat to any person or domestic animal, shall constitute a dangerous animal; provided, however, that a dog assisting a peace officer engaged in law enforcement duties shall be exempt from the provisions of this division.

Sec. 6-132. - Authority to impound or require confinement.

If a law enforcement officer or animal warden, in his or her discretion, believes that a dangerous animal poses an unreasonable risk or threat of harm to any person or domestic animal, the officer or warden may impound such dangerous animal. As an alternative to impoundment, the officer or warden may, in his or her discretion, leave a dangerous animal in the custody of its owner, upon receipt of the owner's written agreement to keep the dangerous animal in a secure enclosure until such time as the chief of police or designee reviewed the circumstances and taken action under section 6-134.

Sec. 6-133. - Notice of impoundment.

Upon impoundment of a dangerous animal under section 6-132, the law enforcement officer or animal warden shall notify the owner as soon as practicable, but in any event within 48 hours after such impoundment, if the owner is known.

Sec. 6-134. - Disposition of impounded animals.

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:
 - a. Requiring that, at all times, the animal either be confined in a secure enclosure, or be attended by the owner or a person capable of controlling the animal who is eight years of age or older, and restrained by a secure collar and leash of sufficient strength to prevent escape.
 - b. Prohibiting the animal from being chained, tethered or otherwise tied to any fixed object such as a tree, post or building.

- c. Requiring the owner to inform by any means, including written notification, signs, etc., any persons, including, but not limited to, the postmaster, utility company, meter readers or other persons who routinely come on the property of the owner, that a dangerous animal is on the premises, or, if the owner moves his residence to another location within the city, to inform any such persons that the animal is now on the new premises.
 - d. Requiring the owner to prove financial responsibility for any injury or damage which may be caused by the animal by posting a cash or surety bond for an amount up to \$1,000.00.
 - e. Requiring the owner to agree to neither sell, offer for sale, breed, give away, nor take any designated dangerous animal out of the city without first having given written notice thereof to the animal control officials.
 - f. Requiring the owner to attend a prescribed course in animal owner responsibility or an obedience class.
 - g. Requiring the owner to tattoo the dangerous animal to provide permanent identification of the animal.
 - h. Requiring all fees and expenses described in section 6-136 to be paid by the owner before the animal is released to the owner.
 - i. Requiring the owner to agree that failure to comply with any of the terms and conditions of the written agreement may result in the animal subsequently being impounded and humanely destroyed.
- (3) Cause the animal to be humanely destroyed if, in the opinion of the chief of police, the release of such animal would create an unreasonable risk of harm to the public safety.
- (b) In making its determination regarding the disposition of the animal, the chief of police shall consider all of the circumstances, including, but not limited to, whether the animal's behavior was provoked by any person or other animal.

Sec. 6-135. - Notice of destruction of animal; appeal.

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.
 - (3) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.
 - (4) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.

- (5) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.
- (b) *Action by administration committee.* After hearing such testimony and evidence as it may deem proper, the administration committee of the city council may:
- (1) Uphold the decision of the chief of police and order the animal humanely destroyed.
 - (2) Modify or reverse, either in whole or in part, the decision of the chief of police, and order the return of the animal to its owner, and impose such conditions upon such return as may be reasonably necessary to ensure the public safety, including, but not limited to, the terms and conditions set forth in sections 6-134(a)(2)a through i, or a continuation of the impoundment of such animal for a period not to exceed 30 days from the date of the hearing.
- (c) *Enforcement of decision.* After the decision of the administration committee of the city council has been rendered as provided in this section, the chief of police shall take such action as is necessary to carry out such decision.

Sec. 6-136. - Payment of impoundment fees.

The owner of a dangerous animal which has been impounded pursuant to this division shall be charged for all costs incurred in connection with the impoundment of the animal, including, but not limited to, a pickup fee and a daily boarding fee. The owner shall be required to pay all such fees before any animal is released to its owner.

Sec. 6-137. - Harboring prohibited.

No person shall knowingly harbor or hide or cause to be harbored or hidden any known dangerous animal. Any such animal shall immediately be surrendered to a law enforcement officer or animal warden. Any violation of this section shall constitute a simple misdemeanor, and shall be punished accordingly.

Secs. 6-138—6-157. - Reserved.

Section 4. Division 4, Agricultural Non-domestic Animals and Exotic Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 4, Agricultural Non-domestic Animals and Exotic Animals, is enacted in lieu thereof, as follows:

ARTICLE II. - ANIMAL CONTROL

DIVISION 4. - AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS

Sec. 6-158. - Keeping of agricultural animals.

No horse, mule, cow, calf, swine, sheep, goat, llama, camel, ostrich, peacock, or other agricultural animal or specialized breed of such agricultural animal shall be kept on any property that is not located in the A-1 Agricultural District under chapter 26, zoning, with the exception

that horses may be kept on properties that are zoned R-1 Residential District, on the terms provided in section 26-164.

Sec. 6-159. - Keeping of chickens as nonconforming use.

- (a) *Existing nonconforming use.* The keeping of chickens that are located on any property that is not zoned A-1 Agricultural District, under chapter 26, zoning, as of November 1, 2006, is hereby declared to be a nonconforming use. Any person who owns or possesses chickens that are located on any property in any zoning district other than the A-1 Agricultural District under chapter 26, zoning, as of November 1, 2006, may continue to keep not more than three chickens, but not to include roosters, on such property, as long as such chickens are kept in a totally enclosed structure which is located outside of a residential dwelling, and which is located at least 25 feet from any other residential dwelling.
- (b) *Termination of nonconforming use by discontinuation.* In addition, if such person discontinues the keeping of chickens on such property for a period of one year, such nonconforming use shall terminate, and the use of the property shall thereafter conform to the requirements of section 6-158. The keeping of such chickens shall be specific to the property on which the chickens were located on November 1, 2006, and shall be specific to the person keeping such chickens on such property as of such date, and may not be transferred to any other person or to any other property.
- (c) *Termination of nonconforming use for health reasons.* Further, in the event of issuance of an advisory by any department of public health, federal, state or local, that all chickens must be exterminated in the interests of public health, the keeping of all chickens that then constitute a valid nonconforming use under this section shall immediately terminate, and shall not thereafter be re-established on such properties, and the use of all such properties shall thereafter conform to the requirements of section 6-158.

Sec. 6-160. - Indoor pets.

Gerbils, hamsters, guinea pigs, rabbits, mice, birds, snakes, insects, lizards, and other similar animals that are normally maintained as household pets and kept in an enclosure inside a principal or accessory structure located on a property are not, by the provisions of this division, prohibited in any zoning district in the city. Poultry is not considered a household pet under this section.

INTRODUCED: _____ February 1, 2021

PASSED 1ST CONSIDERATION: _____ February 1, 2021

PASSED 2ND CONSIDERATION: _____ February 15, 2021

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2985

AN ORDINANCE AMENDING ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW DIVISION 5, REAR YARD POULTRY, CONSISTING OF SECTION 6-301, GENERALLY; SECTION 6-302, POULTRY LICENSE; SECTION 6-303, FEMALE POULTRY ONLY; MAXIMUM NUMBER; SECTION 6-304, POULTRY COOP; SECTION 6-305, POULTRY RUN; SECTION 6-306, POULTRY COOP AND POULTRY RUN LAND USE PERMIT; SECTION 6-307, REVOCATION OF PERMIT; ENFORCEMENT; NUISANCE; AND SECTION 6-308, REVOCATION OF POULTRY LICENSE FOR PUBLIC HEALTH.

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

Section 1. Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Division 5, Rear Yard Poultry, as follows:

ARTICLE II. - ANIMAL CONTROL

DIVISION 5. – REAR YARD POULTRY

Sec. 6-301. – Generally.

Poultry may be kept in the rear yard area of a dwelling located on a residential block in the city as long as the owner of such residence complies with the following:

- (a) The poultry shall be kept at all times in a poultry coop and poultry run on the premises. The poultry coop and poultry run shall be maintained in a reasonably clean, sound, safe and sanitary condition.
- (b) No part of the poultry coop or poultry run shall be located within 25 feet of a dwelling located on an adjoining property and no part of a poultry coop or poultry run shall be located closer to any street side lot line than the principal dwelling on the lot. In addition, the poultry coop must be located at least two feet from any side or rear property line.
- (c) The owner of the poultry must reside on the premises where the poultry is located.

For purposes of this section a “residential block” means a city block in which at least half the structures are permanent residences.

Sec. 6-302. – Poultry license.

In addition to a land use permit, a poultry license as provided for in division 1 must be obtained and maintained for poultry to be kept. All outstanding fees, assessments and fines related to poultry must be paid in full prior to issuance or renewal of a poultry license.

Sec. 6-303. – Female poultry only; maximum number.

Only poultry of female gender is allowed to be kept. No more than 10 total poultry in any combination of species may be kept at a single residence, at any one time.

Sec. 6-304. – Poultry coop.

Poultry shall be kept in a poultry coop located on the poultry owner’s property. The size of the poultry coop shall comply with generally accepted animal husbandry standards for every individual poultry kept there. The poultry coop shall be of sufficient structural soundness to keep the poultry safe and secure. Materials used in the construction of the poultry coop must be similar in appearance and quality to the main structure or accessory structures on the premises, unless purchased as an item advertised as a complete, standalone poultry confinement structure. A detached garage or shed located on the premises may be used as a poultry coop provided that the poultry is confined to a specific area of such structure. The poultry coop shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry coop shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

Sec. 6-305. – Poultry run.

A poultry run is required for the keeping of poultry. The poultry run must be attached to the poultry coop so that poultry may have free access to either at all times. The poultry run shall be completely enclosed so as to prevent the escape of the poultry. The size of the poultry run shall comply with generally accepted animal husbandry standards for every individual poultry kept. Materials used for the poultry run shall be sturdy and self-supporting. The poultry run shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry run shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

Sec. 6-306. – Poultry coop and poultry run land use permit.

Prior to the keeping of any poultry, a poultry owner must obtain a land use permit for the poultry coop and poultry run from the zoning administrator or designee. The granting and continuation of such land use permit shall be conditioned on compliance with the requirements set forth in this division. A dimensional site plan of the poultry coop and poultry run shall be required as part of the application for such permit, including distances from neighboring dwellings. Construction of a poultry coop larger than 120 square feet in size shall also require a building permit. If the poultry coop or run is to be moved, the site plan shall also show the entire

area where the coop and run may be located. Any substantial modification of the poultry coop or poultry run shall require a new land use permit.

Sec. 6-307. – Revocation of permit; enforcement; nuisance.

Failure to maintain a poultry coop or poultry run in a reasonably clean, safe, sound and sanitary condition or in compliance with the requirements of this division may result in suspension or revocation by the zoning administrator of the land use permit after notice to the owner and after a reasonable opportunity for hearing. Code enforcement officers of the city are authorized to enforce the requirements of this division. Failure to comply with the requirements of this division may also constitute a nuisance to be abated as provided for in chapter 15.

Sec. 6-308. – Revocation of poultry license for public health.

In the event of issuance of an advisory by any department of public health, federal, state or local, that poultry must be exterminated in the interests of public health, any poultry license issued under this division shall be deemed immediately revoked, and the owner of such poultry shall take immediate steps to comply with such advisory, or in the alternative the poultry may be seized and exterminated by the city at the owner’s cost.

INTRODUCED: _____ February 1, 2021

PASSED 1ST CONSIDERATION: _____ February 1, 2021

PASSED 2ND CONSIDERATION: _____ February 15, 2021

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2983

AN ORDINANCE (1). AMENDING SECTION 15-2, NUISANCE DEFINED; CERTAIN ACTS, CONDITIONS DECLARED AS NUISANCES, OF ARTICLE I, IN GENERAL, BY ENACTING A NEW UNTITLED SUBSECTION (43); AND (2). AMENDING SECTION 15-83, GENERAL NOISES PROHIBITED, OF ARTICLE III, NOISE, BY STRIKING UNTITLED SUBSECTION 15-83(B)(4) AND ENACTING A NEW UNTITLED SUBSECTION 15-83(B)(4) IN LIEU THEREOF; ALL OF CHAPTER 15, NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 15-2, Nuisance Defined; Certain Acts, Conditions Declared as Nuisances, of Article I, In General, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new untitled subsection (43), as follows:

- (43) Any poultry coop or poultry run that is not in a reasonably clean, sound, safe and sanitary condition or that does not comply with construction requirements as set forth in division 5 of article II of chapter 6 of this code.

Section 2. Untitled subsection (b)(4) of Section 15-83, General Noises Prohibited, of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new untitled subsection (b)(4) is enacted in lieu thereof, as follows:

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

INTRODUCED: _____ January 19, 2021

PASSED 1ST CONSIDERATION: _____ January 19, 2021

PASSED 2ND CONSIDERATION: _____ February 15, 2021

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST: _____ Robert M. Green, Mayor

Jacqueline Daniels, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION EXTENDING A FACE MASK MANDATE FOR THE
CITY OF CEDAR FALLS, IOWA**

WHEREAS, we, the elected representatives of the City of Cedar Falls, took an oath to uphold and defend the Constitution of the United States and the Constitution of the State of Iowa, and

WHEREAS, the emergence of the novel coronavirus, SARS-CoV-2, that causes the disease COVID-19, can result in serious illness or death and can easily be spread from person to person, and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency related to the dangers posed by COVID-19, and

WHEREAS, on March 9, 2020, the Governor of the State of Iowa, Kim Reynolds, signed a proclamation of disaster emergency for the entire State of Iowa based on the increasing numbers in the State of Iowa testing positive for COVID-19, and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a worldwide pandemic, and

WHEREAS, on March 13, 2020, the President of the United States signed an emergency declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizing emergency response measures in all fifty states in response to COVID-19, and

WHEREAS, the most current local data relating to COVID-19 as provided by the Iowa Department of Public Health (“IDPH”) and the Black Hawk County Department of Public Health (“BHCDPH”) show that the State of Iowa and Black Hawk County continue to experience significant community spread of this disease, and

WHEREAS, the City of Cedar Falls, Iowa has a compelling interest to protect the lives of its residents, and

WHEREAS, Article III, Section 38A of the Iowa Constitution grants municipalities the power to determine their local affairs and government not inconsistent with the laws of the general assembly, and

WHEREAS, Chapter 364 of the Iowa Code reaffirms the constitutional grant of home rule authority to municipalities “to exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents”, and

WHEREAS, a city “may exercise its general powers subject only to limitations expressly imposed by state or city law,” and the exercise of a city power “is not inconsistent with a state law unless it is irreconcilable with the state law.” Iowa Code section 364.2(2) and (3), and

WHEREAS, a city may set standards and requirements which are higher or “more stringent than those imposed by state law, unless a state law provides otherwise.” Iowa Code Section 364.3(3)(a); City of Des Moines v. Gruen, 457 N.W.2d 340, 343 (Iowa 1990); Bryan v. City of Des Moines, 261 N.W.2d 685, 687 (Iowa 1978), and

WHEREAS, the Center of Disease Control (“CDC”), the IDPH, and BHCDPH, have all determined and encouraged that face coverings are an critical tool in the fight against COVID-19 that could reduce the spread of the virus particularly when used universally within a community, and

WHEREAS, the Governor’s current proclamation requires that businesses and gatherings ensure social distancing of employees, customers, and attendees, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with the guidance of the IDPH, and

WHEREAS, the Governor’s current proclamation additionally requires the wearing of masks or face coverings in certain circumstances; and

WHEREAS, the IDPH’s reopening guidance advises that members of the public consider the use of cloth face coverings when distancing is not possible because wearing a face covering in public places where social distancing measures are difficult can help slow the spread of COVID-19, and

WHEREAS, a requirement that persons in the City of Cedar Falls, Iowa wear face coverings is essential to reducing the risk of transmission of COVID-19, and necessary to protect the health, welfare, and safety of residents and visitors and to accelerate local recovery efforts, and

WHEREAS, a requirement that persons wear a face covering is generally not irreconcilable with the Governor’s proclamations and the guidance of the Iowa Department of Public Health, and

WHEREAS, this resolution is not meant to be stigmatizing or punitive and is in the best interest of the health, welfare, and safety, and economic recovery of the City of Cedar Falls, Iowa and its residents.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, as follows:

- Section 1. Every person in the City of Cedar Falls, Iowa must wear a face covering when:
- a) In public, as opposed to one’s place of residence, when one cannot stay six (6) feet apart from others.
 - b) Inside any indoor public settings, including but not limited to:
 1. Grocery stores
 2. Pharmacies
 3. Hardware stores
 4. Retail stores
 5. Other public settings that are not one’s place of residence and when among people who do not live in the same household
 6. City buildings
 - c) Outside if maintaining a distance of six (6) feet apart is not possible
 - d) Using public transportation or private car services (including taxis, ride share, or carpooling)

Section 2. No business that is open to the public may provide service to a customer or allow a customer to enter its premises, unless the customer is wearing a face covering as required by this resolution, and businesses that are open to the public must post signs at entrance(s) instructing customers of their obligations to wear a face covering while inside.

Section 3. Those who are exempt from wearing a face covering are:

- a) Persons younger than 5 years of age.
- b) Anyone who has trouble breathing, on oxygen therapy, or ventilator.
- c) Anyone who is unconscious, incapacitated, or otherwise unable to remove their face covering without assistance.
- d) Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings.
- e) Anyone actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel.

Section 4. Places and times where persons are exempt from wearing a face covering:

- a) While traveling in a personal vehicle alone or with only household members.
- b) While a person is alone or with only household members.
- c) While exercising at moderate or high intensity e.g. swimming, jogging, biking.
- d) While seated at a food establishment in the process of eating or drinking.
- e) While obtaining a service that would require temporary removal of the person's face covering.
- f) When federal or state law prohibits wearing a face covering or requires the removal of a face covering.

Section 5. If a cloth face covering is chosen, appropriate use of a cloth face covering includes:

- a) A snug fit, but comfortable against the side of the face.
- b) Completely covers the nose and mouth.
- c) Is secured with ties or ear loops.
- d) Includes multiple layers of fabric.
- e) Allows for breathing without restriction.
- f) Can be laundered and machine dried without damage or change in shape.

Section 6. This resolution shall be effective immediately upon signing by the Mayor and expires at 11:59 PM on the 7th day of April, 2021. Upon its effective date this resolution replaces and supersedes Resolution #22,097 dated September 8, 2020, and extended by Resolution #22,140 dated October 19, 2020, Resolution #22,193 dated December 7, 2020, and Resolution #22,227 dated January 19, 2021. Prior to the expiration of this resolution, the City Council of the City of Cedar Falls, Iowa may extend the mandate by adopting a new resolution.

Section 7. If any provision of this resolution is in irreconcilable conflict with a specific directive in the Governor's proclamation then in effect as it pertains to the wearing of a mask or face covering, the Governor's proclamation shall prevail.

Section 8. If any section, provision, or part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision, or part of this resolution not adjudged invalid or unconstitutional.

PASSED AND ADOPTED this 1st day of March, 2021.

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 25, 2021
SUBJECT: Public Event Permit – Cedar Basin Music Festival

As City Council is aware there have been on-going discussions at City Council meetings about the Sturgis Falls Celebration and two applications for public event permits during the Sturgis Falls weekend. Cedar Basin Music Festival is one of those permits. City Council had originally wanted to review these permits in conjunction with the Sturgis Falls agreement. However, once the council voted to review these documents separately, it seemed proper for staff to review these permits as outlined in City Code of Ordinance Sec. 17-210. As you are aware, this code section designates authority to staff to issue these public event permits.

At this point, the public event permit application for Cedar Basin Music Festival has gone through the proper review by all city departments and staff would not have any technical reason to deny this public event permit.

If you have any questions, about the permit, please feel free to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY STAFF TO APPROVE OR DENY THE APPLICATION OF CEDAR BASIN MUSIC FESTIVAL FOR A PUBLIC EVENT PERMIT FOR JUNE 25-27, 2021

WHEREAS, the last full weekend in June is the designated weekend for the annual Sturgis Falls Celebration; and

WHEREAS, Cedar Basin Music Festival has submitted an application for a Public Event Permit for the same weekend as the Sturgis Falls Celebration.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that city staff is hereby authorized to approve or deny the application of Cedar Basin Music Festival for a Public Event Permit for June 25-27, 2021, pursuant to the provisions of the Code of Ordinances.

ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Public Event Permit Approval Checklist for City use only:

Event: Cedar Basin Music Festival Date(s) of Event: 01-25-27-2021

- N/A Amusement Ride or Device, Inflatable, Bungee Jump - Permit; Inspection [refer to Iowa Division of Labor, (515) 725-5612 or (515) 725-5608 or amusement@iwd.iowa.gov] - Legal Services/Colleen Sole
Barricades - Police/Craig Berte and Public Works/Brian Heath *Barricade fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works and Police that this can be accommodated and that Police has advised applicant of their barricade fee amount. Fee: 0 Adv: See email Pd: 0
Building Permit - Inspection Services/Jamie Castle see email
n/a Cedar Trails Registration - [refer to Cedar Valley Trails (319) 268-4266 or trails@cedartrailspartnership.org] *This can be checked off after confirming with applicant that they have contacted Cedar Valley Trails.
Certificate(s) of Insurance - Legal Services/Colleen Sole req. items fwd by CS see email 01-06-2021
Construction - Engineering/Chase Schrage
County Health Department Food License - [refer to Black Hawk County Health Department (319) 291-2413] *This can be checked off after confirming with applicant that they have contacted County Health Department. see email 01-25-2020
N/A Display Fireworks Permit - Fire Rescue/Chief John Bostwick
Electrical Permit - Inspection Services/Jamie Castle see email
Liquor License/Wine Permit/Beer Permit - Public Records/Amy Eggleston
Noise Variance Permit - Police/Craig Berte Appl. included: Fwd to Berte see e-mail
N/A Overman Park Band Shell Rental [refer to Dennis Downs at 319-464-6783] *This can be checked off after confirming with applicant that they have made arrangements with Dennis Downs.
Park Shelter/Beach House/Sturgis Park Cedar Basin Band Shell Rental - Recreation Division/Peggee Frost
Park Usage Permit - Recreation Division/Peggee Frost Sturgis Park
Picnic Table Rental - Public Works/Brian Heath *Picnic Table Rental fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works that this can be accommodated and that the applicant has been advised of their Picnic Table Rental fee amount. Fee: 100.00 Adv: Yes, BH Pd: See email
N/A Pools, Spas, Waterslide - [refer to Iowa Department of Public Health (515) 281-7689] *This can be checked off after confirming with applicant that they have contacted Iowa Department of Public Health.
Sign Approval - City Planner/Chris Sevy
n/a Street Closure/Traffic Control/Parking Signs - Police/Craig Berte NO NO NO
Tent/Canopy Inspection - Fire Rescue/Chief John Bostwick see e-mail
The Plaza - [refer to Deanna Nelson at 319-551-0292 or Deanna.Nelson@eagleviewpartners.com] *This can be checked off after confirming with applicant that they have contacted Deanna Nelson.
n/a Water/Hydrants - Water Reclamation/Mike Nyman

FBO Director Review (Materials provided to FBO Director once above checklist is complete.)

Approved
Denied, because

Applicant/Organization Information

Item 10.

Applicant Name: Cedar Basin Music Festival Sponsor/Organization Name: Cedar Basin Jazz Festival
Address: 1008 Erik Rd. Address: 1008 Erik Rd.
Cedar Falls, IA 50613 Cedar Falls, IA 50613
Phone: 319-610-1946 Phone: 319-610-1946
Email: kh64@aol.com Email: kh64@aol.com

Type of Organization:

- Governmental entity Iowa non-profit (Ch. 504, 504A Iowa Code)
 Other not for profit Educational institution
 Other (Explain: _____)

Event Information

Name of Event Cedar Basin Music Festival Location of Event Sturgis Park
Date _____ Time _____
Event date(s): June 25, 26 & 27, 2010 Setup: 1:00 pm 6/24 Until: 4:00 pm 6/25
Rain Date: n/a Start of event: 5:00 pm 6/25
End of event: 8:00 pm 6/27
Tear down: 8:00 pm 6/27 Until: 5:00 pm 6/28

Type of Event: (Check all that apply)

- Athletic Event Concert Parade Walk/Run
 Bicycle Ride Exhibit Protest Other Explain: _____
 Block party Fair/Festival Public assembly

Estimated Attendance: 5,000

Admission or registration fee: \$0

If admission or registration fee is required or accepted, or if donations are required, insurance as specified by the City is required.

Event Activities

Number of amusement devices (e.g. Inflatables, climbing wall, bungee jump, trampoline, pools, spas, waterslides) 0

Describe: n/a - none

Vendor must have state permit and State approved inspection of devices. Insurance as specified by the City is required.

Street/Right-of-Way closures/obstructions? Y | N Describe: _____

Insurance as specified by the City may be required. Show closures/obstructions on site plan.

Alcoholic beverages sold? Y N Provided at no cost? Y N

Types of alcoholic beverages: Beer and wine license

Liability insurance as specified by the City is required if alcoholic beverages are sold. Wine/beer permit or liquor license required if sold. Dram shop insurance as specified by the City is required if sold.

Food sold? Y N General description of food: Food vendors to provide a variety of food options, primarily from food trucks or local establishments

Contact Black Hawk County Health Department for food license information:
www.co.black-hawk.ia.us/270/Food-Inspections

Stage or platform used? Y N | Dimensions (W x L x H above grade) Permanent stage at Sturgis Park
Building permit may be required. Insurance as specified by the City is required.

Fireworks or pyrotechnics used? Y N

Name of operator: _____

Address of operator: _____

Phone number of operator: _____

Insurance as specified by the City is required. State license required.

Amplified sound? Y N |

Noise variance permit may be required.

Parade? Y N Type & number of vehicles: _____

Type & number of animals: _____

Number of marchers: _____

Event Services

Sanitation

Number of portable toilets 14

Garbage collection/cleanup plans Dumpster to be rented and all retrnable cans to be collected throughtout the event.

Temporary signage/banners? Y N |

Describe (include locations and dimensions): Temporary banners to be displayed on fencing, city property and on street barricades

Disabled access provided? Y N |

Events open to the public must be accessible by the disabled.

Do you have a security plan? Y N |

Do you have an inclement weather/evacuation plan? Y N

Portable seating? Y N Describe: _____

Tent/Canopy? Y N | Size? (W x L x H) Numerous, ranging from 15x15 to 40x80

City Services

Traffic control? Y N

Barricades? Y N

Water? Y N

Electricity? Y N

Parking signs? Y N

Picnic tables? Y N

Other? Y N Describe: _____

Only State of Iowa Master A Electrical Contractors may make connections to City electrical service. An electrical permit may be required.

Park area or facility (e.g. ball fields, tennis courts, aquatic center, pickleball courts)? Y N

Describe: Sturgis Park

Park usage permit may be required.

Park shelter? Y N Location: _____

Rental agreement required.

Recreational trail? Y N Location: _____

Include on site plan. Contact Cedar Trails Partnership at trails@cedartrailspartnership.org or call 319-268-4266 for event registration.

Sturgis Park Cedar Basin Band Shell? Y N

Rental Agreement required.

Overman Park Band Shell? Y N

For questions regarding Overman Park Band Shell rental, please call Dennis Downs at 319-464-6783.

Beach House? Y N

Rental Agreement required.

Site Plan:

Include: route, street closures/obstruction, recreational trails used, stage location, temporary seating location, tent/canopy location, restrooms, power and water sources, ingress/egress routes, fencing, barricades, parking, first aid, severe weather shelter. If a parade or march, include assembly area, route and termination point.

**CERTIFICATION OF APPLICANT
AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned hereby certifies that the statements contained in this Application are true and correct, to the best of the undersigned’s knowledge, and that false statements may be grounds for denial of this Application. The undersigned acknowledges that all activities during the public event shall at all times comply with City ordinances, permit requirements, and state and federal law. The undersigned further acknowledges that the undersigned and the sponsoring organization or group that the undersigned represents will be responsible for any and all damages arising as a result of this event.

The undersigned, or the sponsoring organization or group that the undersigned represents, have met or will meet during the entire public event, all requirements established by the City for public events. Further, the undersigned understands that if all requirements are not met, or in the sole discretion of the City, the health, safety, welfare, comfort or convenience of the public would be at risk, the Public Event Permit may be canceled by the City at any time, including at the start of or during the public event. If the public event is sponsored by an organization or group, the undersigned hereby certifies that the undersigned has the legal authority to represent the organization or group. It is further understood that the City has the authority to grant or deny permission for this public event.

Indemnification, Hold Harmless: In consideration for and on condition that this application is approved authorizing the use of City owned, occupied or controlled areas and/or facilities for the public event, the undersigned and the sponsoring organization or group that the undersigned represents, to the fullest extent permitted by law, agree to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the “City”), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of the undersigned and the intention of the sponsoring organization or group that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

Kyle Henderson

Print Name of Applicant

Signature of Applicant

1/13/2021

Date

Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group

**CERTIFICATION OF APPLICANT
AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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Kyle Henderson

Print Name of Applicant



Signature of Applicant

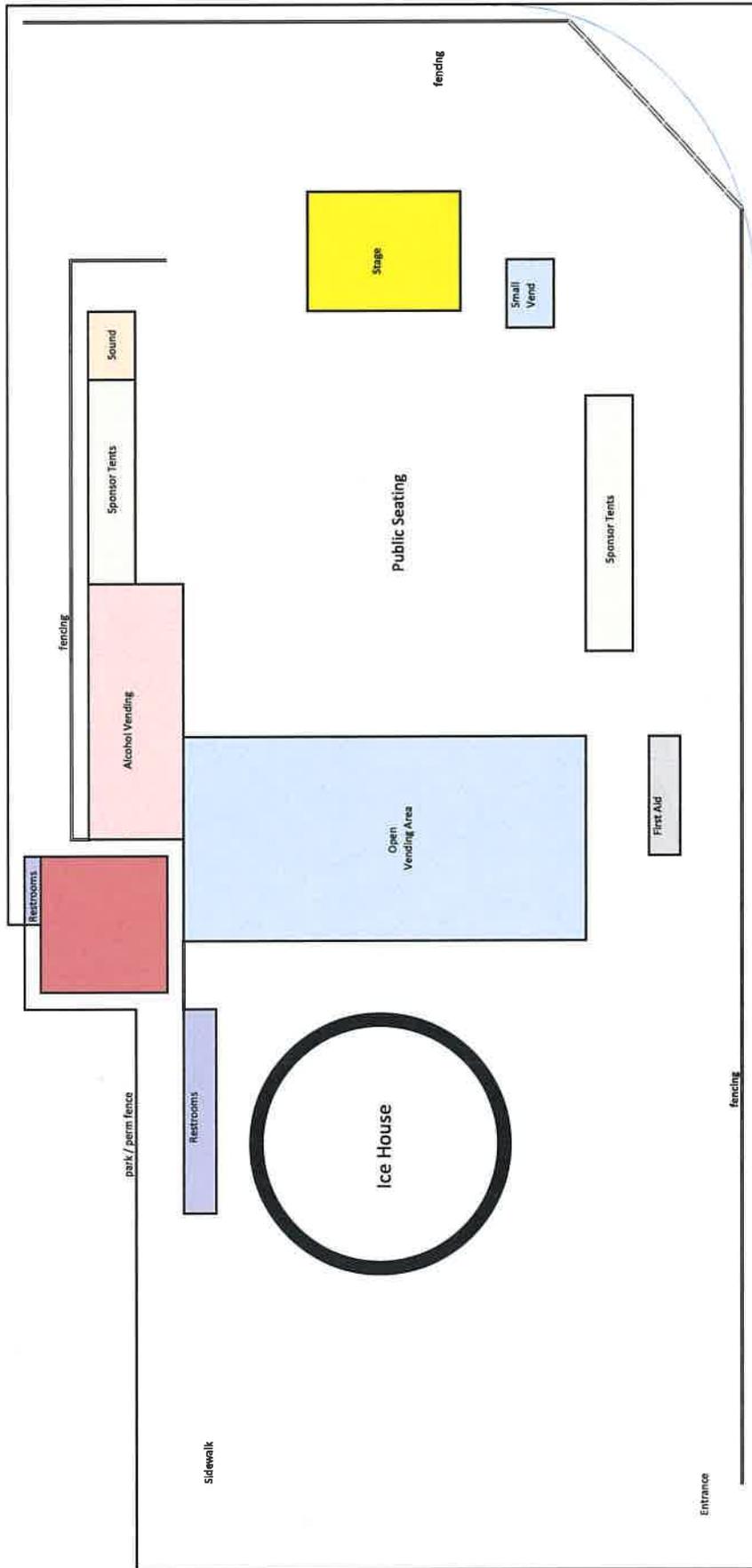
1/13/2021

Date

Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group

RIVER





Noise Variance Application

Department of Public Safety Services
 220 Clay Street
 Cedar Falls, IA 56013
 Phone 319-273-8600
 319-273-8612 (Police 24 hr.)
 319-273-8622 (Fire)
 Fax 319-268-5126
 www.cedarfalls.com

Contact Information:

Name Kyle Henderson
 Address 1008 Erik Rd. City/State Cedar Falls, IA Zip 50613
 Phone 319-410-1946 Email kh64@aol.com Date of Birth 06/13/64
(MM/DD/YYYY)

Permit Requested For:

Name of Event Cedar Basin Music Festival
 Address of Event Sturgis Park - Cedar Falls, IA
 Group/Individual Sponsoring Event Cedar Basin Jazz Festival
 Number of Attendees 5,000

Permit Time Requested: *Note: Permits cannot be issued by this agency that extend past midnight.

Start Date: 6/25/2021 Start Time: Fr 5:00 p Sat 1:00 p Sun 10:00 a
 Finish Date: 6/27/2021 Finish Time: 12:00 a 12:00 a 8:00 p

Property Owner Information:

Owner Name City of Cedar Falls
 Owner Address _____
 Owner Phone Number _____

Has the Property Owner been contacted about this event?

Yes No

If no, explain reason:

Have neighbors of properties adjoining the event site been contacted about this event?

Yes No

Addresses Notified:

Event / Activities:

Type of Activity: Concert / Music Festival

Alcohol Present:

Yes No

Sound Information:

Devices used to amplify sound: Stage amplifiers + Speakers

Number of devices used to amplify sound: Std. Stage Speakers

Nature of Sound:

- Live Band
- Amplified Stereo Music
- Voices
- Other - Please Specify _____


Signature

1-13-21
Date

I certify that information contained in this application is true and accurate to the best of my knowledge. I understand that any false information given to me to obtain a permit can result in denial of the permit and criminal action against me for providing false information. After your application is reviewed you will be contacted for the next step in the process. If approved you will be sent an approval notification.

February 24, 2021

Honorable Mayor Rob Green and City Council Members:

During the February 15, 2021 Cedar Falls City Council meeting, the Special Event applications for the Cedar Basin Music Festival and the Live-to-9 Sturgis event were tabled for discussion and consideration until the March 1, 2021 Council meeting. We wanted to take this opportunity to provide City Council accurate background information and a history of events preceding the February 15th City Council meeting.

Our Events:

The Cedar Basin Music Festival is an annual event held by the Cedar Basin Jazz Festival, Inc. This event has been ongoing for over 40 years, prior to Sturgis Falls and occurs annually at Sturgis Park during the Sturgis Falls celebration weekend. Our festival has also expanded to host a music venue at New Aldaya to continue to provide music for those who are unable to attend the events at Sturgis Park. Both locations continue to provide music free to the public, and have done so annually without any public fund assistance from the City of Cedar Falls.

Live-to-9 is a summer series of concerts organized a number of years ago as a joint effort between the Cedar Valley Jaycees and the Cedar Basin Jazz Festival, both of which are non-profit organizations in the Cedar Valley. All of the profits of the concert series serve as a fundraiser for the two organizations to assist in accomplishing their not for profit missions.

- The Cedar Valley chapter of the Jaycees organized in 1931 with the following mission: “To provide development opportunities that empower young people to create positive change.”
- The Cedar Basin Jazz Festival, Inc. as noted above, was formed in the 1970’s and became a 501c(3) organization in 1994. It has been providing free music and family friendly atmosphere in Sturgis Park during Sturgis Falls weekend for over 40 years. The Cedar Basin Music Festival donated the \$60,000 Sturgis Park stage/band shell to the City of Cedar Falls, continues to provide an annual UNI Music Scholarship, and supports numerous other Cedar Falls projects.

History of Issue:

In late 2019, the Live-to-9 committee, made up of both Cedar Basin Music Festival and Live to 9 members, discussed having an additional event on Sturgis weekend in 2020. This event was started to support Downtown, offer additional music genres, and highlight the wonderful new music stage/venue at the end of 2nd Street in the River Place Development.

During this discussion, Live to 9 believed that the appropriate, upfront action was to attend a Sturgis Falls Celebration, Inc. (“SFC”) board meeting and review our plans in order to mitigate any concerns that may arise. Subsequent to that meeting, the SFC board informed us that they did not approve of us having the event due to various concerns, which we made every good faith effort to address. The 2020 Special Event Permit was applied for in November 2019. Subsequent to the date of application, we met with City staff to address and resolve specific concerns. Unfortunately, the event had to be cancelled in 2020 due to the COVID pandemic and we began to prepare for the 2021 festivals. However, permits were granted for identical events in July and August, 2020.

On January 4, 2021 at a Committee of the Whole meeting, the SFC requested an amendment to the language of the new agreement. This “amendment” would ban the City from issuing any special event permits during the Sturgis Falls weekend in a 30-block downtown area. This amendment was rightfully rejected by City Council.

Subsequent to the January 4th Committee of the Whole meeting, City staff requested a virtual meeting on Tuesday 1/12/2021 with representatives of both SFC and Live-to-9 in order to discuss any issues or conflicts. The goal of the meeting was to see if the representatives of both groups could work together and support each other’s applications. At the end of that meeting, it was the understanding of the Live-to-9 group and City staff that a reasonable solution was reached and that a written agreement was forthcoming. Subsequent to that meeting, the President of the SFC board notified the City staff that they no longer agreed to the reasonable solution negotiated in good faith with Live to 9 and City staff during the January 12th meeting.

On 1/20/2021 City staff reached out to all of the parties to schedule a second virtual meeting to again discuss the details of the previously mutually agreed-upon terms. This meeting was held 1/26/2021 and was again concluded with an agreement in principle that would be subsequently memorialized in a written document.

Representatives of both groups exchanged numerous emails to work out the details of an agreement, which was being drafted by SFC. As of Friday 2/12/2021 at 4:42 an agreement was received by Live-to-9 from SFC which only required 2 modifications to become agreeable by Live-to-9. Those minor modifications included a requirement that any funds exchanged prior to the events would be returned if the events were cancelled due to COVID, and that any restrictions in sponsors or bands would be applicable for both parties of the agreement. These modifications were communicated to the SFC representative through emails at 4:45, 4:52 and 4:53 on 2/12/2021. No additional communications were received, so a follow up request was also sent on Monday 2/15/2021 at 12:34, which was again unanswered.

During the February 15th Cedar Falls City Council meeting it became evident why the communications had ceased from the SFC representative when a last minute, 8-item affiliate agreement was submitted to the City to create a monopoly and avoid public objection. The altered Affiliate Agreement fortunately was deferred by City Council to allow citizens and entities to provide input as to why it is the wrong decision to allow the SFC board autonomous approval control over both public and private venues in our community.

In the past the Cedar Basin Music Festival and Live to 9 have attempted to work with the SFC on areas that are mutually beneficial to all entities. We want to reiterate our intent to continue to work with the SFC Board to see if there are areas to share/lower overall expenses and determine areas where cooperating together is mutually beneficial. However, Live to 9 strongly opposes any mandatory Affiliate Agreement, particularly one that dictates revenue sharing, controls what bands can/can’t play, controls pricing of other events beverages, and tries to control private sponsorships by local businesses.

Requests of the City:

We respectfully request that City Council reject any mandatory Affiliate Agreement and approve the permit requests that have been properly submitted to the City of Cedar Falls by the Cedar Basin Music Festival/Live to Nine for its lineup of events in 2021. Likewise, we urge you to vote to continue having the City of Cedar Falls approve all festival/park use requests as this is not the function of any volunteer organization that has an obvious self-interest during the review/approval process.

Similar to other Sturgis Falls events, both the Cedar Basin Music Festival and Live to 9 are free to the public and all proceeds are for charitable purposes. We take great pride in our events and do so with hundreds of Cedar Falls volunteers that donate their time and talents for no other reason than for the love of our community.

Our Next Steps:

Though some of the recent actions by the SFC certainly do not appear to promote the spirit of cooperation or trust, it is the intent of the Live-to-9 Committee to reach out one final time to the SFC to discuss certain items that could be beneficial to all parties involved for future years. Any potential future agreement amongst SFC, Cedar Basin Music Festival, Live to Nine, or other entities, must display benefits to all involved parties.

With the above noted, ongoing discussion items between Live to 9 and SFC could include the following:

- Potential Live to 9 sponsorship to help offset the cost of the Sturgis Falls Parade while Live to 9 is recognized as a major partner in parade advertising.
- SFC could promote L29 as a sponsor and act in good faith to promote the L29 event through its virtual and physical media platforms.
- Explore ways to potentially market/advertise both events cooperatively to get the highest return at a lower cost.
- Explore other potential cost saving/revenue enhancing activities that could jointly benefit both entities.
- ASCAP, BMI & SESAC music copyright fees could potentially be allocated between SFC and L29 based on the percentage (%) from the beer invoices.
- L29 would agree to cease presenting live music during the performance of the Marine Corp. Band in order to avoid disturbing the performance.
- L29 would agree not to interfere with parade staging or playing during the parade,
- If requested by the City of Cedar Falls, L29 agrees to open State & 2nd Street for traffic during timeframe between 2:00 am and 1:30 pm on Saturday June 26th, 2021.

Thank you for your time and consideration and we are excited to move forward with our 2021 Cedar Basin Music Festival and Live to Nine Summer Concert Series.

Honorable Mayor Rob Green
and City Council Members
Page | 4

Kyle Henderson
1008 Erik Rd.
Cedar Falls, IA 50613



Bob Seymour
2710 Country Meadow Ln.
Cedar Falls, IA 50613



Ben Anderson
4226 Paddington Dr.
Cedar Falls, IA 50613





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 Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 25, 2021
SUBJECT: Public Event Permit – Live to 9

As City Council is aware there have been on-going discussions at City Council meetings about the Sturgis Falls Celebration and two applications for public event permits during the Sturgis Falls weekend. Live to 9 is one of those permits. City Council had originally wanted to review these permits in conjunction with the Sturgis Falls agreement. However, once the council voted to review these documents separately, it seemed proper for staff to review these permits as outlined in City Code of Ordinance Sec. 17-210. As you are aware, this code section designates authority to staff to issue these public event permits.

At this point, the public event permit application for Live to 9 has gone through the proper review by all city departments and staff would not have any technical reason to deny this public event permit.

If you have any questions, about the permit, please feel free to contact me.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY STAFF TO APPROVE OR DENY THE
APPLICATION OF LIVE-TO-9 FOR A PUBLIC EVENT PERMIT
FOR JUNE 25-26, 2021**

WHEREAS, the last full weekend in June is the designated weekend for the annual Sturgis Falls Celebration; and

WHEREAS, Live-to-9 has submitted an application for a Public Event Permit for the same weekend as the Sturgis Falls Celebration.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that city staff is hereby authorized to approve or deny the application of Live-to-9 for a Public Event Permit for June 25-26, 2021, pursuant to the provisions of the Code of Ordinances.

ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Public Event Permit Approval Checklist for City use only:Event: Live-to-9 Date(s) of Event: 06-25-2021/06-26-2021

- N/A Amusement Ride or Device, Inflatable, Bungee Jump - Permit; Inspection [refer to Iowa Division of Labor, (515) 725-5612 or (515) 725-5608 or amusement@iwd.iowa.gov] – Legal Services/Colleen Sole
- Barricades – Police/Craig Berte and Public Works/Brian Heath** *Barricade fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works and Police that this can be accommodated and that Police has advised applicant of their barricade fee amount. Fee: Adv: Pd:
- N/A Building Permit – Inspection Services/Jamie Castle
- N/A Cedar Trails Registration – [refer to Cedar Valley Trails (319) 268-4266 or trails@cedartrailspartnership.org] *This can be checked off after confirming with applicant that they have contacted Cedar Valley Trails.
- Certificate(s) of Insurance – Legal Services/Colleen Sole** Forwarded req. 01/06/20 Rec'd:
- Construction – Engineering/Chase Schrage**
- County Health Department Food License – [refer to Black Hawk County Health Department (319) 291-2413]** *This can be checked off after confirming with applicant that they have contacted County Health Department. See email 01-05-21
- N/A Display Fireworks Permit – Fire Rescue/Chief John Bostwick
- N/A Electrical Permit – Inspection Services/Jamie Castle
- Liquor License/Wine Permit/Beer Permit – Public Records/Amy Eggleston**
- Noise Variance Permit – Police/Craig Berte** rec'd req. w/appl
- N/A Overman Park Band Shell Rental [refer to Dennis Downs at 319-464-6783] *This can be checked off after confirming with applicant that they have made arrangements with Dennis Downs.
- N/A Park Shelter/Beach House/Sturgis Park Cedar Basin Band Shell Rental – Recreation Division/Peggee Frost
- N/A Park Usage Permit – Recreation Division/Peggee Frost
- Picnic Table Rental – Public Works/Brian Heath** *Picnic Table Rental fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works that this can be accommodated and that the applicant has been advised of their Picnic Table Rental fee amount. Fee: \$120.00 Adv: Pd:
- N/A Pools, Spas, Waterslide – [refer to Iowa Department of Public Health (515) 281-7689] *This can be checked off after confirming with applicant that they have contacted Iowa Department of Public Health.
- Sign Approval – City Planner/Chris Sevy**
- Street Closure/Traffic Control/Parking Signs – Police/Craig Berte**
- Tent/Canopy Inspection – Fire Rescue/Chief John Bostwick**
- The Plaza - [refer to Deanna Nelson at 319-551-0292 or Deanna.Nelson@eagleviewpartners.com]** *This can be checked off after confirming with applicant that they have contacted Deanna Nelson. See email 01-05-21
- N/A Water/Hydrants – Water Reclamation/Mike Nyman

FBO Director Review (Materials provided to FBO Director once above checklist is complete.)

____ Approved

____ Denied, because _____

Katherine Terhune

From: Kyle Henderson <kyle.henderson@doerfer.com>
Sent: Monday, January 4, 2021 8:03 PM
To: Licensing
Subject: Special Event Permit Applicaton
Attachments: 2021 L29 app.pdf; noise variance.pdf; Map draft.pdf

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find attached the Event Permit application for our Live-to-9 event for June 25th and 26th, 2021. In addition, I have attached the noise variance application and map.

We want to stress that we will be flexible on the time to be idle when the Marine Corp Band is playing on the Overmann Park Bandshell stage. We are not sure of the timing of that event, but we will be idle. I am unsure where to put that on the form.

Thank you for your assistance.

Regards,
Kyle Henderson
Live-to-9 / Cedar Basin Jazz Festival



PUBLIC EVENT PERMIT APPLICATION

Item 11.

This Application must be submitted and approved for certain public events held in or on City owned, occupied or controlled areas and/or facilities, including but not limited to City streets, right-of-ways, recreational trails, parks and plazas. The purpose of the Public Event Permit process is to ensure compliance with federal, state and local laws and regulations; to prevent substantial and unnecessary interference with traffic or publicly managed infrastructure projects; to ensure that fire, police and ambulance services are not impeded; to prevent unreasonable interference with or detract from the general public enjoyment of the property; to prevent unreasonable interference with the promotion of public health, safety, welfare and recreation; to avoid conflicts in the scheduling of public events; and to prevent unusual or extraordinary expense to the City.

- Applications are due at least **60** days prior to the commencement of the public event. This Application form is available on the City's website (www.cedarfalls.com) or may be obtained at City Hall. Return completed Applications by email to licensing@cedarfalls.com or deliver or mail to:

Attention: Public Event Permit
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

- All Applications are subject to approval by the Director of Finance and Business Operations or designee. If approved, a Public Event Permit shall be issued which shall be in the possession of the applicant at all times during the Public Event, and shall be subject to inspection by City staff. Other permits and/or licenses may be required in addition to the Public Event Permit, depending upon the nature of the public event. City staff is available to provide assistance with such other permits and/or licenses. A properly issued Public Event Permit shall serve as a Special Event Permit. Reservation of City park areas, picnic shelters and special game facilities for non-public events does not require a Public Event Permit, but does require a park permit and/or rental agreement. Contact the Cedar Falls Recreation Center at (319) 273-8636 for assistance.
- Approval of an Application for a Public Event Permit is subject to the factors set forth in Cedar Falls Code of Ordinances Sec. 17-210. If an Application is denied, the Applicant may appeal such denial to the Administration Committee of the Cedar Falls City Council by filing a written appeal, in the form attached to this Application, with the City Clerk at the address listed above within 10 days of such denial. The Administration Committee shall consider such appeal within 21 days of the filing of the appeal, if practicable.
- Applications are considered on a first come, first served basis. Use of public spaces by City, State and Federal officials and for events sponsored by such officials, are given priority.
- There is no fee for submitting a Public Event Permit Application. Other permit fees, rental fees, deposits, and other charges may apply.
- Public Event Permit Applicants and sponsoring organizations or groups shall be responsible for the cost of repair or replacement of damaged or destroyed City property related to or arising out of the public event, depending upon the circumstances.
- Insurance may be required if amusement devices are used; public right-of-way is closed or obstructed; required admission or registration fees are charged or accepted; alcoholic beverages are sold; a raised stage or platform is used; fireworks or pyrotechnics are involved; or if the City's Risk Management Committee determines that due to the nature of the event, insurance shall be required. See Public Event General Insurance Requirements.

Applicant/Organization Information

Item 11.

Applicant Name: Live-to-9
Address: P.O.Box 245
Waterloo Iowa 50704
Phone: 319-830-2831
Email: michaeldanielwebb@gmail.com

Sponsor/Organization Name: Cedar Valley Jaycees / Cedar Basin Jazz Festival
Address: 1008 Erik Rd
Cedar Falls, IA 50613
Phone: 319-610-1946
Email: kh64@aol.com

Type of Organization:

- Governmental entity
Iowa non-profit (Ch. 504, 504A Iowa Code)
Other not for profit
Educational institution
Other (Explain:)

Event Information

Name of Event: Live-to-9
Location of Event: Corner of 2nd and State Streets
Date: June 25th and 26th, 2021
Time: Setup: 1:00pm 6/25 Until: 4:00pm 6/25
Rain Date:
Start of event: 4:00pm 6/25
End of event: 12:00am 6/26
Tear down: 12:00am 6/26 Until: 3:00am 6/27

Type of Event: (Check all that apply)

- Athletic Event
Concert
Parade
Walk/Run
Bicycle Ride
Exhibit
Protest
Other Explain:
Block party
Fair/Festival
Public assembly

Estimated Attendance: 3,500

Admission or registration fee: \$0

If admission or registration fee is required or accepted, or if donations are required, insurance as specified by the City is required

Event Activities

Number of amusement devices (e.g. Inflatables, climbing wall, bungee jump, trampoline, pools, spas, waterslides) 0

Describe: N/A - none

Vendor must have state permit and State approved inspection of devices. Insurance as specified by the City is required.

Street/Right-of-Way closures/obstructions? Y [x] N [] Describe: Closure of street and sidewalks from 115 E. 2nd Street east to the corner of East 2nd Street and State Street and from the corner of East 2nd Street to North side of East 3rd Street.

Insurance as specified by the City may be required. Show closures/obstructions on site plan.

Alcoholic beverages sold? Y [x] N [] Provided at no cost? Y [] N [x]

Types of alcoholic beverages: Beer and Wine license

Liability insurance as specified by the City is required if alcoholic beverages are sold. Wine/beer permit or liquor license required if sold. Dram shop insurance as specified by the City is required if sold.

Food sold? Y [x] N [] | General description of food: Food vendors to provide a variety of food options, primarily from food trucks or local main street establishments

Contact Black Hawk County Health Department for food license information: www.co.black-hawk.ia.us/270/Food-Inspections

Stage or platform used? Y N Dimensions (W x L x H above grade) Stage on the Plaza. No separate stage.
Building permit may be required. Insurance as specified by the City is required.

Fireworks or pyrotechnics used? Y N

Name of operator: N/A

Address of operator: _____

Phone number of operator: _____

Insurance as specified by the City is required. State license required.

Amplified sound? Y N

Noise variance permit may be required.

Parade? Y N Type & number of vehicles: _____

Type & number of animals: _____

Number of marchers: _____

Event Services

Sanitation

Number of portable toilets 8

Garbage collection/cleanup plans Dumpster to be rented and all returnable cans to be collected throughout the event.

Temporary signage/banners? Y N

Describe (include locations and dimensions): Temporary banners to be displayed on private property or on street barricades.

Disabled access provided? Y N

Events open to the public must be accessible by the disabled.

Do you have a security plan? Y N

Do you have an inclement weather/evacuation plan? Y N

Portable seating? Y N Describe: Picnic tables to be rented

Tent/Canopy? Y N Size? (W x L x H) Estimated 20x40

City Services

Traffic control? Y N Barricades? Y N Water? Y N

Electricity? Y N Parking signs? Y N Picnic tables? Y N

Other? Y N Describe: _____
Only State of Iowa Master A Electrical Contractors may make connections to City electrical service. An electrical permit may be required.

Park area or facility (e.g. ball fields, tennis courts, aquatic center, pickleball courts)? Y N

Describe: _____
Park usage permit may be required.

Park shelter? Y N Location: _____

Rental agreement required.

Recreational trail? Y N Location: _____

Include on site plan. Contact Cedar Trails Partnership at trails@cedartrailspartnership.org or call 319-268-4266 for event registration.

Sturgis Park Cedar Basin Band Shell? Y N

Rental Agreement required.

Overman Park Band Shell? Y N

For questions regarding Overman Park Band Shell rental, please call Dennis Downs at 319-464-6783.

Beach House? Y N

Rental Agreement required.

Site Plan:



Include: route, street closures/obstruction, recreational trails used, stage location, temporary seating location, tent/canopy location, restrooms, power and water sources, ingress/egress routes, fencing, barricades, parking, first aid, severe weather shelter. If a parade or march, include assembly area, route and termination point.

CERTIFICATION OF APPLICANT AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned hereby certifies that the statements contained in this Application are true and correct, to the best of the undersigned's knowledge, and that false statements may be grounds for denial of this Application. The undersigned acknowledges that all activities during the public event shall at all times comply with City ordinances, permit requirements, and state and federal law. The undersigned further acknowledges that the undersigned and the sponsoring organization or group that the undersigned represents will be responsible for any and all damages arising as a result of this event.

The undersigned, or the sponsoring organization or group that the undersigned represents, have met or will meet during the entire public event, all requirements established by the City for public events. Further, the undersigned understands that if all requirements are not met, or in the sole discretion of the City, the health, safety, welfare, comfort or convenience of the public would be at risk, the Public Event Permit may be canceled by the City at any time, including at the start of or during the public event. If the public event is sponsored by an organization or group, the undersigned hereby certifies that the undersigned has the legal authority to represent the organization or group. It is further understood that the City has the authority to grant or deny permission for this public event.

Indemnification, Hold Harmless: In consideration for and on condition that this application is approved authorizing the use of City owned, occupied or controlled areas and/or facilities for the public event, the undersigned and the sponsoring organization or group that the undersigned represents, to the fullest extent permitted by law, agree to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of the undersigned and the intention of the sponsoring organization or group that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

Kyle Henderson

Print Name of Applicant



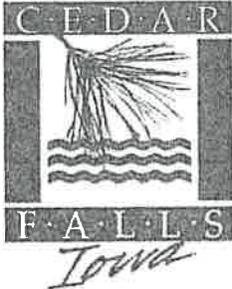
Signature of Applicant

1/4/2021

Date

Cedar Valley Jaycees / Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group



Noise Variance Application

Department of Public Safety Services

220 Clay Street
 Cedar Falls, IA 56013
 Phone 319-273-8600
 319-273-8612 (Police 24 hr.)
 319-273-8622 (Fire)
 Fax 319-268-5126
www.cedarfalls.com

Contact Information:

Name Kyle Henderson
 Address 1008 Erik Rd. City/State Cedar Falls, IA Zip 50613
 Phone 319-610-1946 Email kh64@aol.com Date of Birth 6/13/64
(MM/DD/YYYY)

Permit Requested For:

Name of Event Live -to- 9
 Address of Event 2nd & State to 3rd & State
 Group/Individual Sponsoring Event Cedar Valley Joyces/Cedar Rustn Jazz Festival
 Number of Attendees Est 3500 total

Permit Time Requested: *Note: Permits cannot be issued by this agency that extend past midnight.

Start Date: 6/25/21 Start Time: 1:00 6/25 + 6/26
 Finish Date: 6/26/21 Finish Time: 12:00am 6/26 + 6/27

Property Owner Information:

Owner Name City of Cedar Falls
 Owner Address _____
 Owner Phone Number _____

Has the Property Owner been contacted about this event?

Yes No

If no, explain reason:

Have neighbors of properties adjoining the event site been contacted about this event?

Yes No

Addresses Notified:

Event / Activities:

Type of Activity: Live - 10 - 9 Band + Street Festival

Alcohol Present:

Yes No

Sound Information:

Devices used to amplify sound: Stage amplifiers + Speakers

Number of devices used to amplify sound: Std. Stage Speakers

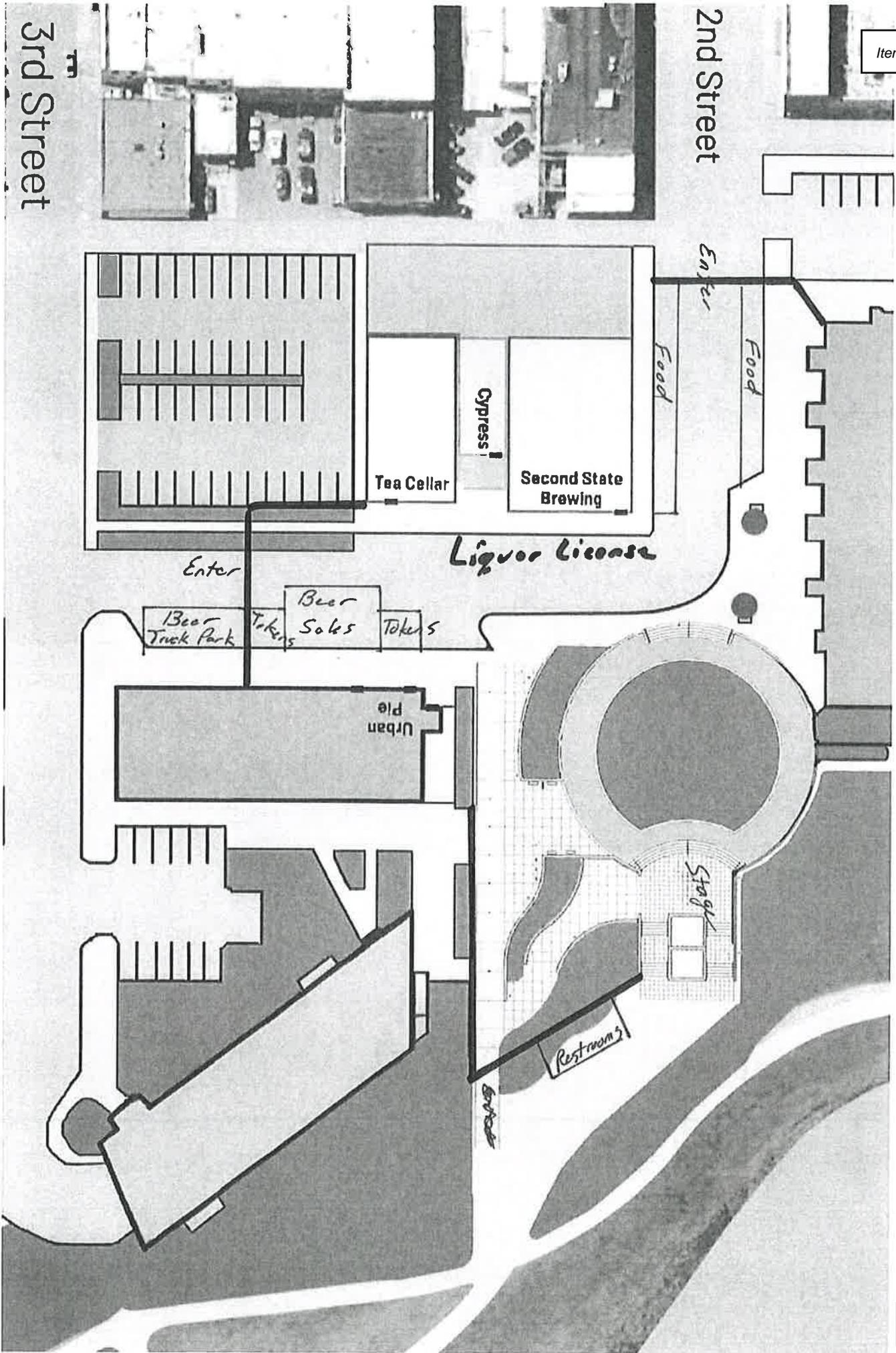
Nature of Sound:

- Live Band
- Amplified Stereo Music
- Voices
- Other - Please Specify _____


Signature

1-4-21
Date

I certify that information contained in this application is true and accurate to the best of my knowledge. I understand that any false information given to me to obtain a permit can result in denial of the permit and criminal action against me for providing false information. After your application is reviewed you will be contacted for the next step in the process. If approved you will be sent an approval notification.





MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: February 25, 2021
SUBJECT: **Mayor’s Monthly Report for February 2021**
REF: (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties
(b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council’s expressed desire in references (a) and (b) for “Mayor’s Updates” separate from the Departmental Monthly Reports, I will provide a written report of activities at the first meeting of each month in 2021.
2. **Notable Activities for the Previous Month (February 2021).**
 - a. **Cedar Falls Racial Equity Task Force.** I’ve included the final task force charter in with the March 1st agenda. Thanks very much for your feedback in the creation. The four members of the Executive Committee have been assigned and are now working to identify the additional 6-8 members who will comprise the full task force. I will advise council as soon as the task force has identified these citizens. Council Member Darrah is the chair of the task force, so feel free to contact him directly with questions and feedback.
 - b. **Public Safety Special Report FY2021-2025 Release.** Following an advance release to council members, the Department of Public Safety Services publicly released its special report on February 22nd. I encourage Council Members to engage in follow-up questions and conversations about the direction of the Public Safety Department based on this report.
 - c. **UNI Quest Participation.** I’m continuing to represent the city in this six-week discussion program. I highly recommend to Council the videos and readings contained at <https://quest.uni.edu>. It’s a very well-done and comprehensive look at racial inequity, particularly from a local perspective.
 - d. **Kosovo Independence Day Celebration.** On Wednesday, February 17th I attended a livestream of the Kosovo’s 13th Independence Day celebration. While we have not formally signed the Ferizaj Sister City Partnership (it must first be approved by the Kosovo Foreign Ministry), our Cultural Programs Supervisor has already initiated a pen-pal program between Cedar Falls and Ferizaj residents. If Council would like more info about this partnership, we can schedule a presentation for Committee of the Whole.

3. Notable Anticipated Activities for the Next Month (March 2021).

- a. **ICU Marshalltown Visit.** On the morning of March 4th, I plan to visit Marshalltown to view an ICU workshop (<https://www.icuworldwide.com/>) being conducted for the Marshalltown Police Department. I have been in communication with one of that group's organizers (Mr. Del Marion) and have had this program recommended to me by both CFU and the Waterloo PD, both of whom have hosted ICU workshops in their organizations.
- b. **Human Rights Commissioner Selections.** I will be working with the selection panel (HRC Chair, Staff Liaison, and Mayor Pro Tem) to appoint two new Human Rights Commissioners. If you have suggestions for outstanding candidates, please let me know.
- c. **Cedar Valley Coalition Meeting with D.C. Staffs.** Typically, a group of Cedar Valley leaders travels to Washington to present important initiatives to our congressional delegations. Like last year, the 2021 engagement will be held virtually from 8am to 10:15 on March 11th on Zoom, and will be broken into Education, Housing, and Transportation segments. Cedar Falls will be presenting its case for Federal funding support for a new interchange (on and off ramps) for Highway 58 at Greenhill Road.
- d. **Main Street Traffic Study Presentation.** Public Works plans to follow-up with its January Main Street Committee of the Whole presentation with a second presentation on March 15th to specifically answer some of the questions that were brought up in January. After that presentation, I drove the length of 4th St SW in Waverly (from 2nd Ave SW to 7th Ave SW) seven times to get a better feel for what the traffic flow of a three-lane looks like on a roadway with multiple residential side streets. I recommend trying that out for a first-person perspective.



4. **Future Monthly Reports.** This format is a work in progress, and I hope is a useful record for the Council's use. I also hope that it will give the public some additional insight into the mayor's role in Cedar Falls, as well as transparency and accountability. Please let me know if you have additional thoughts or ideas on how to make this report as useful as possible to you.

Xc: City Clerk
City Administrator

###



MAYOR ROBERT M. GREEN

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 Administrator

FROM: Mayor Robert M. Green *Robert M. Green*

DATE: February 23, 2021

SUBJECT: **Creation of the Cedar Falls Racial Equity Task Force**

REF: (a) “The Worst Cities for Black Americans” – 247wallst.com report of 11/9/2018 ¹
 (b) Robert’s Rules of Order, Newly Revised, §50: Committees
 (c) Iowa Code §21, Official Meetings Open to Public (Open Meetings)
 (d) Iowa Code §22, Examination of Public Records (Open Records)

1. **Purpose.** This memorandum creates a Task Force to provide guidance and recommendations to the City of Cedar Falls to address long-term challenges of racial equity in the city. This memo provides the Task Force’s scope of work, member selection process, and completion dates.
2. **Background.**
 - a. *24/7 Wall Street Report.* In November 2018, an article published by *24/7 Wall Street* (reference (a)) named the Waterloo - Cedar Falls metropolitan area as the nation’s worst place for Black people to live, based on metrics surrounding income, employment, and homeownership. According to *24/7 Wall Street*, our metropolitan area continues to rank as the one of the worst places for black Americans, ranking 3rd in 2019 and 5th in 2020.
 - b. *Council Referral and Action.* At its regular meeting on February 1, 2021, the City Council directed city staff to develop a structure and schedule for a Task Force to serve as a “steering committee” for the Human Rights Commission. On Tuesday, February 2, 2021, Council Member Darrah, Ron Gaines, Jennifer Rodenbeck, Toni Babcock and I met with three experienced members of the Human Rights Commission (Willie Barney, Susan Langan, and Teri Lynn Jorgensen) to gain perspective on how the task force could be most helpful and productive for the ongoing efforts of the Human Rights Commission. That feedback has been incorporated into this document.
3. **Task Force Charge.**
 - a. The Task Force will use the *24/7 Wall Street* report and similar resources as a foundation to build a common understanding of the challenges of diversity and racial equity in Cedar Falls.
 - b. The Task Force shall identify problems, concerns, and reasons the community currently ranks as one of the worst places for Black Americans to live, in order to provide remedial guidance and change recommendations for laws and policies under the City’s jurisdiction.
4. **Deliverables.** The Task Force shall provide, no later than October 1, 2021, a final report to the Mayor and City Council that identifies specific problems and shortfalls. In this report,

¹ <https://247wallst.com/special-report/2018/11/09/the-worst-cities-for-black-americans-4/4/>

the Task Force shall also make formal recommendations for follow-on action, including policy and procedure change recommendations, and identification of ongoing efforts and resourcing needed to promote an inclusive and diverse community and to eliminate both real and perceived racial inequity in Cedar Falls.

5. **Task Force Membership and Staff Liaisons.**

a. *Executive Committee.* This committee shall be:

- (1) **Frank Darrah**, Ward 5 City Council Member – Non-Voting Chair
- (2) **Kelly Dunn**, At-Large City Council Member – Vice-Chair
- (3) **Willie Barney**, CF Human Rights Commission Chair
- (4) **Melissa Heston**, CF Human Rights Commission Member

The Executive Committee will determine the remaining membership of the Task Force by recruiting, interviewing, evaluating, and selecting candidates. The Mayor shall be the final approving authority of the Task Force’s membership.

b. *Membership Selection.*

- (1) The Executive Committee shall select either six or eight additional Task Force members, with preference given to those who reside or work in Cedar Falls. The result will be either ten or twelve total members. With the chair as a non-voting member of the body, the Task Force will have nine or eleven voting members.
- (2) Members should ideally be community leaders and decision-makers with the authority and perspective to enact relevant and complimentary changes within their own organizations. The membership should be selected on the basis of leadership, dedication, and ability to analyze problems and develop solutions that create an environment for change in organizational policies and practices, and ultimately in the community as a whole. Members must be active, open-minded, and willing to have difficult and uncomfortable conversations about racial equity in Cedar Falls.
- (3) Member selection from the following key stakeholder groups is recommended: Cedar Falls Community Schools District; University of Northern Iowa; Black Hawk County NAACP; Grow Cedar Valley; and the Cedar Falls Housing Commission. Ultimately, the Executive Committee shall have the discretion to select members who best suit the requirements of the Task Force.
- (4) The Task Force Chair shall provide a full slate of proposed members no later than Thursday, March 11th to the Mayor for final approval; the Chair may request from the Mayor a time extension if needed.

c. *City Staff Liaisons.* The following city staff are assigned to support the Task Force and to participate in meetings in a liaison (non-voting) role:

- (1) Jennifer Rodenbeck – *Director of Finance and Business Operations*
- (2) Kevin Rogers – *City Attorney*
- (3) Toni Babcock – *Human Resources Manager*
- (4) Craig Berte – *Police Chief*

Other staff may be called upon to provide input and perspective as needed.

Item 13.

6. **Budget.** A budget has not been established for the Task Force. The Chair shall make a request to the Mayor to fund the materials, travel, education, invited speakers, and other expenses necessary for the Task Force's success.
7. **Duration.** The Task Force will exist until the Final Report is presented to the Mayor and City Council. Once the final report has been delivered, the Task Force will only convene at the direction of the Mayor. If the Task Force needs additional time to deliver the final report, the Chair may request in writing an extension from the Mayor.
8. **Proposed Schedule.**
 - a. The Task Force's productivity and success require respect for participant time; these volunteer members are making a significant time commitment for this important work. For this reason, each meeting should have a time budget of no more than 90 minutes.
 - b. Meetings will be held on the 2nd and 4th Wednesday of the month from 4:00 p.m. to 5:30 p.m. at City Hall, unless the Task Force determines a different schedule and/or location is more amenable to the participants.
 - c. The Task Force may change, cancel, or add meeting dates and locations as needed to effectively carry out its work.
9. **Parliamentary Procedure.** The Task Force will be guided by the basic provisions of Robert's Rules (reference b) to deliberate and take action on the business of the day, as well as to create agendas and minutes. These agendas shall be published at least 24 hours in advance, as required by the Iowa Open Meetings Law (reference (c)). The Chair shall decide the level of formality appropriate for each meeting, and preside accordingly.
10. **Committees.** The Task Force may create committees as described in reference (b) to allow for greater focus on certain aspects of the Task Force's charge. This may be advantageous for deliberating and developing plans and recommendations prior to consideration by the entire Task Force.
11. **Public Participation.** The Task Force Chair shall have the discretion to determine the degree of public participation (through public comment) at each meeting, depending on the business before the Task Force. As a working group, the Task Force must balance the democratic benefit of public participation with the reality of a limited time budget each day for carrying out the Task Force's charge. A solution may be to invite these interested public participants to be featured speakers at relevant future meetings, with dedicated time slots to present their valuable perspectives.
12. **Compliance with State Law.** The Task Force shall comply with the provisions of both the Iowa Open Meetings Law (reference (c)) and the Iowa Open Records Law (reference (d)) in accomplishing its work. As a public body investigating a controversial and high-visibility topic, open and transparent deliberations are vital to the success of the Task Force's mission.

Xc: City Council
City Clerk
Cedar Falls Racial Equity Task Force Executive Committee

###

From: Rob Green
Sent: Monday, February 15, 2021 4:25 PM
To: 'Kate Brennan Hall'
Cc: Heather Skeens; Kim Manning; Stephanie Sheetz; Ron Gaines; Jacque Danielsen; Kim Kerr
Subject: RE: CF Art & Culture Board selections

----- Forwarded message -----

From: **Mary-Sue Bartlett** <mary-suebartlett@cfu.net>
Date: Mon, Feb 15, 2021 at 8:45 AM
Subject: CF Art & Culture Board
To: Kate Brennan Hall <katebrennanhall@gmail.com>
Cc: heather skeens <heather.skeens@cedarfalls.com>, mary-suebartlett <mary-suebartlett@cfu.net>

I am writing to inform you that i am resigning from the art & culture board. after deliberation with myself i came to the realization that the board needs/deserves someone who has more time/energy that can be fully devoted to the important mission of the art & culture board.

i thank you for your leadership (and that of the other board members) and wish you the best as you navigate these uncertain times.

mary-sue bartlett

From: Rob Green
Sent: Monday, February 15, 2021 12:15 PM
To: 'Barb Weeg'
Cc: Karen Howard; Thomas Weintraut; Jacque Danielsen
Subject: RE: Board of Adjustment Term Expiring

From: Barb Weeg [<mailto:be.weeg@cfu.net>]
Sent: Monday, February 15, 2021 9:22 AM
To: Rob Green
Cc: Karen Howard; Thomas Weintraut; Barb Weeg
Subject: Board of Adjustment Term Expiring

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Rob Green:

My second term of service on the Cedar Falls Board of Adjustment expires on March 31, 2021. I am choosing not to seek re-appointment to this Board.

I have appreciated the opportunity to serve the citizens of Cedar Falls as a Board of Adjustment member and, periodically, as the Board of Adjustment Chair and Vice-Chair. I will be looking for additional opportunities to serve in the future.

I would appreciate an acknowledgment of your receipt of this email.

Sincerely,

Barbara E. Weeg

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

February 15, 2021

The City Council held a special work session at City Hall at 5:10 p.m. on February 15, 2021, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Members of the Human Rights Commission and members of the community teleconferenced in.

Mayor Green introduced the only item on the agenda, Joint Work Session with Human Rights Commission to discuss future roles, responsibilities, and City Council expectations for the Human Rights Commission (HRC).

Mayor Green introduced the Chair, Willie Barney, Jr., and Vice Chair, Susan Langan, of the Human Rights Commission.

Mayor Green referenced the memo in the packet, Creation of Steering Task Force for the Cedar Falls Human Rights Commission.

Mayor Green introduced the first topic of discussion, Purpose.

Mayor Green opened the floor.

Councilmember Darrah would like to see what are the HRC roles, their functions within the community, have a clearer understanding of the Council's expectations, and what the city needs to do. Council needs to be supportive and engaged with the HRC.

HRC Chair Barney discussed how the city has an opportunity to evaluate its role in addressing equity and injustice. He also discussed the HRC becoming a secondary role in the work, since they are supporting the community in that bigger work. We need to figure out the work of the City of Cedar Falls to determine the next steps going forward. The HRC, Housing Commission, and Public Safety Department are all reflective of the work that the governance defines for the whole City of Cedar Falls. The HRC is one entity that will have some work once the City defines what is necessary for its move forward.

Mayor Green stated since the groups that were mentioned are City entities it could be expanded.

Councilmember Harding suggested providing direction to the City and including all Boards and Commissions and City Council, so it's not limited to the HRC.

Councilmember Dunn would like to see education and discussion, collaboration with Waterloo, show our history of this town, admit there was wrong in the past and listen to our HRC members. We need to focus on being inclusive, welcoming and how do we fix the black unemployment rate.

HR Commissioner Melissa Heston asked if the Council is on board with the issues of equity, social justice, economic justice, and inclusion. To do this well, people are going to feel uncomfortable and your constituents might get uncomfortable. Race is a very difficult issue in this country to talk about and there could be repercussions and unhappiness from Cedar Falls citizens if the commission becomes [more] active, present, and visible than it has been in the past 30 years.

Mayor Green stated approval was unanimous from City Council to have this joint Work Session with the Human Rights Commission.

Councilmember Miller stated this can't bind future Councils to set course, but the steps we are taking can solidify a direction. He agrees with Councilmember Dunn that the history of Cedar Falls is going to lend information on how we got here and offer guidance on moving forward.

Councilmember Harding wants to support the HRC (Human Rights Commission) and the goal towards equity in Cedar Falls for all races and religions. He hopes an end report from the Task Force will direct Council, City staff, HRC, and other Commissions on the actions that need to be taken.

Mayor Green asked HRC if there were any concerns or objections to having this be a Task Force which provides direction to the City government rather than just the HRC. HR Vice Chair Susan Langan agrees this is bigger than just the HRC. Mayor Green stated we have a consensus and will move forward.

HR Commissioner David Kivett stated it would help if the City was intentional about recognizing the reality of racism in particular in our community and we want to address that openly and honestly, but also discuss all forms of discrimination. Waterloo and Cedar Falls mayors should join together and do a letter in support of the 1619 project as a supplement to our education.

Mayor Green introduced/discussed slide, Task Force Charge.

HR Chair Barney commented many times when you look at the reports that identify the State of Iowa as one of the worst states in the country, they are looking at unemployment rates, incarceration, graduation rates and universities [to] help move that category. We need to make sure we are looking at all the listed factors and over-representation or under-representation.

Mayor Green introduced/discussed slide, Deliverables, Initial Membership and Full Membership.

Councilmember Dunn verified that you need to work or live in Cedar Falls and Mayor Green confirmed.

HR Commissioner Teri Lynn Jorgensen recommended if your children go to Cedar Falls schools, but if you work and your home address is in Waterloo, you should be considered. Mayor Green agreed children in Cedar Falls schools can be one of the considerations of the Task Force to decide.

Mayor Green introduced/discussed slide, Staff Liaisons, Budget, Schedule, Public Participation, and Open Meetings/Open Records.

Councilmember Darrah asked about what the role for City staff would be. City Administrator Gaines stated they would act as liaisons, provide data, legal advice, and reports. Councilmember Darrah asked if someone would be keeping minutes and City Administrator Gaines confirmed someone will be keeping minutes. Director Rodenbeck stated staff will do the minutes, post agendas and the Communication Specialist can distribute any communication from the task force.

Mayor Green discussed completion of the Task Force deadline due to current Council election rotation. Councilmember Harding stated December 10th would be too late to take any action with the current council. Mayor Green stated the report will have detailed information and possibly sub-reports and the sub-reports can be approved/recommended prior to the final report. Councilmember Miller stated the report should be available for goal setting in September, but the Task Force can continue if needed. Councilmember Harding agrees with Miller that a report should be provided in September and asked if goal setting will remain in November due to the election. City Administrator Gaines confirmed goal setting will be in November, but will wait until after the first election and then invite all candidates to participate in goal setting. Councilmember Harding suggested October 1, but the date will remain flexible. Mayor Green agreed to change date to October 1 and an extension can be requested.

Councilmember Miller asked the HRC if they are satisfied with having the investigations portion removed from their tasks and is everyone satisfied with the direction the HRC is headed. HR Vice Chair Susan Langan stated they would like to get training to help provide assistance to those citizens that are filing claims. HR Commissioner Teri Lynn Jorgensen stated her concern is the lack of training and wants to make sure she is asking the correct questions and following the correct procedures to make sure we are serving our citizens to the best of our ability. HR Vice Chair Susan Langan stated that when they did some research on investigations, they discovered that Cedar Falls was the only volunteer-run Commission doing investigations and it does take lots of training. She stated they are assisting a citizen at this time with the initial investigations paperwork and more training on that would be helpful. Also, getting the word out the HRC is here to assist citizens with completing that paperwork. HR Commissioner Melissa Heston believes training is essential.

Councilmember Harding stated that he's under the understanding the Commission has not only stepped into an education, outreach, and advocacy group but a supportive role of helping file the claims with the ICRC (Iowa Civil Rights Commission). Does the HRC need a higher budget or training to support and help people file claims? HR Chair Barney confirmed in the past, if they received an investigation case, that case could deplete the budget quickly; but if you're doing education and sponsoring events that budget is acceptable for the HRC. HR Commissioner Spencer Luvert confirmed that even though they've had a \$1,500 budget it hasn't been a hindrance in getting their job done and they've always been granted extra money if needed. HR Vice Chair Susan Langan stated the ICRC does provide training for free. HR Commissioner David Kivett stated there is an unsettled survey with community businesses and he would like to

resolve this hindrance. Mayor Green stated he assisted with getting the final draft of that survey last year during the strategic planning session and some of the members of the HRC members were here for that and it was sent back to the Commission with Mayor's approval, and he was looking for the commission to move forward with the survey. Mayor Green stated the Commission has the authority to issue that survey; it's not up to the Council or Mayor to give a final approval, and that's the whole idea of autonomy, and how can the staff liaison support you in getting that out. Mayor does not expect to see that survey again and he expects the survey to be issued. Mayor Green stated the survey was a directive prior, and he doesn't want this to be addressed during the Task Force meetings; it should be addressed by the HRC. Director Rodenbeck stated this will be a nice fresh start to do a lot of things and see how everyone does in their new roles. We have talked about a budget and at this time we are just going to try things for a while and see how they go and then re-adjust if needed. HRC will be meeting twice a month for the next 2-3 months and Director Rodenbeck gives them kudos for volunteering their time with the HRC. Councilmember Harding welcomed the HRC to speak at Council Meetings during the special presentation portion.

Councilmember Miller thanked the HRC for serving and asked if citizens have a fair shot with the process we have in place. HR Chair Barney stated there's a couple things that need to be put in place: the process of filing a complaint; who's the point of contact; review the literature; and what's in writing and how do people gain access to it. Mr. Barney stated if we are going to be involved, what does it look like, how do we support it, where do we need the training in order to support it, and sit side by side with an applicant and helping them go through the process of filing that complaint. We need to make sure there are no obstacles in filing that complaint and seeing it through, or refer the applicant to some else. HR Chair Barney stated this is a great starting point for us to look at what documents are there and making sure the contacts, phone numbers, etc. are included.

Mayor Green would like to set up another time for a joint HRC session in the near future.

HR Chair Barney will provide Mayor Green with two HR Commissioners names of who will be serving on the Task Force by Tuesday, February 23, 2021.

There being no further discussion, Mayor Green adjourned the meeting at 6:22 p.m.

Minutes by Kim Kerr, Administrative Supervisor

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

February 15, 2021

The Committee of the Whole met at City Hall at 6:30 p.m. on February 15, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse (via video conference), Mark Miller, and Dave Sires. Staff members attended from all City Departments as well as members of the community teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, Request to extend suspension of paid parking in municipal lots. Jennifer Rodenbeck Director of Finance and Business Operations stated at a special Council Meeting on December 9, the council passed a resolution to suspend paid parking in municipal parking lots through April 1, 2021. She reviewed the three options given at that time and the pros and cons with each option. Mayor Green opened it up for council discussion. Ms. Rodenbeck answered questions from the council members and stated the two studies and implementation cost approximately \$200,000 and the costs associated with the pay stations is \$20,000/year. She said it is unknown if there will be technical issues with the pay station if they sit unused for a year. She explained she didn't have the cost for removal of the pay stations or if they could get a credit for the pay station machines. She stated the request from Community Main Street is to suspend the paid parking in municipal lots through April 1, 2022. Kim Bear with Community Main Street commented businesses are barely surviving due to the pandemic and confirmed the request in the letter. Ms. Bear stated the parking study was done when there was a parking problem and now there aren't parking issues with the pandemic. Simon Harding motioned to extend the suspension of paid parking in all municipal parking lots through August 1, 2021. David Sires seconded the motion. Ms. Rodenbeck stated that there was only one month of activity with paid parking and that the parking fund has had a loss, down \$200,000 from a \$900,000. She explained the loss would continue to deplete the fund balance and would then be covered by the general fund and property taxes. City Administrator Gaines is unaware of any CARES grant funding for covering these costs. Ms. Rodenbeck stated enforcement has continued through all this time. Ms. Rodenbeck stated the parking study came about from a request from Community Main Street for the downtown area and the additional of College Hill area was added. Council member Darrah stated the City has gone to a great expense to implement the parking requirements and it should be enforced once the moratorium is over as it was presented. Mayor Green called the question. Motion passed 6-1. (aye - Darrah, Dunn, Harding, Kruse, Miller, Sires; nay - deBuhr)

There being no further business, Frank Darrah moved for adjournment, seconded by Simon Harding. Motion carried unanimously. Mayor Green adjourned the meeting at 6:49 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



ROBERT M. GREEN

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

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: February 25, 2021
SUBJECT: Departmental Monthly Reports Submission – January 2021
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), that the Mayor “*make oral or written reports to the city council at the first meeting of the month*”, I have reviewed and attached the monthly departmental reports as enclosure (1).
2. Please contact Administrator Gaines or me with any questions about the activities of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, January 2021

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



January 2021

JANUARY 2021 MONTHLY REPORTS
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**FINANCIAL SERVICES
JANUARY 2021**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$68,442,000 invested in CD's and \$5,300,000 in a liquid money market.

| <u>Investments</u> | <u>Transactions</u> | <u>Amount</u> |
|---------------------------|----------------------------|----------------------|
| CD's Matured | 1 | \$4,000,000.00 |
| CD's Purchased | 1 | 4,000,000.00 |
| PFMM Deposit | 0 | 0.00 |
| PFMM Withdrawal | 0 | 0.00 |
| CD/Investment Interest | | \$150,999.06 |

FY22 Budget

The preliminary FY2022-2024 Financial Plan was prepared for the Council for their committee meeting on January 19th. The Financial Plan includes various financial information and charts illustrating the City's proposed expenditures and revenues for FY2022 and projections for FY2023 and FY2024. In accordance with new state requirements, a public hearing on the maximum levy was held on February 1st with the required notices happening prior to that date. The second public hearing to approve the budget has been set for February 15th and again the required notices will occur prior the hearing. The final FY2022-2024 Financial Plan will be completed after that date.

The state required budget forms were completed in January. The state budget forms include the FY2022 budget figures as well as the FY2020 actual figures and the FY2021 projected figures.

Miscellaneous Financial Activities

For January, 20 payroll checks and 652 direct deposits were processed. Accounts receivable were processed and 138 invoices were mailed out to customers. 1,351 transactions for accounts payable were processed and approved by the City Council for payment and 434 checks were mailed out to vendors. For calendar year 2020, 578 W-2s for employees of the City of Cedar Falls checked for accuracy and printed. They were distributed to employees prior to the February 1st deadline. Also included with each W-2 was a 2020 Benefit Summary for each employee. The summary outlined all benefits paid by the City on behalf of the employees. These benefits included health insurance, life insurance, long-term disability benefits, IPERS, 411 pension, Social Security, and Medicare. All full-time employees and certain covered retirees received form 1095-C health insurance tax document to comply with coverage requirements of the Affordable Care Act. In addition, all required 1099s were printed and distributed to various vendors in January.

Benefit & Compensation Activities

1. Staff continued to work with benefits consultant, Holmes Murphy & Associates, to update the City's plan document and SPD with iSolved Benefits Services, Inc. related to the City's FSA and HRA plans. Final versions of these documents have not been completed.
2. Staff prepared a presentation summarizing the City's flex spending and Health Reimbursement accounts and providing education on the transition to iSolved Benefits Services and how to create an online account and submit claims. This presentation is to be given to employees in February.
3. Staff had virtual meeting with Express Scripts, Inc. discussing potential cost saving programs that Express Scripts provide that the City could implement to reduce and manage prescription drug costs. Staff will review the programs and determine the ones that best fit the City.
4. Staff met with Holmes Murphy & Associates (HMA) and was provided with initial health and dental plan renewal numbers and statistics from Wellmark for rates that will be effective July 1, 2021. Final rate information will be provided later this spring.

Miscellaneous Personnel Activities

1. Completed conflict of interest forms were returned by the various departments. Not all forms for Boards & Commission members and City Council members have been returned yet. Follow up will continue until all those are received.

**FINANCE & BUSINESS OPERATIONS
HUMAN RESOURCES
JANUARY 2021**

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Launched annual performance evaluation process
- Attended Ahlers Law Employment webinar series (3 of 5)
 - Navigating Employee Leave Issues
 - Workplace Injuries
 - Working from Home
- Attended Immigration Support Services webinar series (5 of 8) and began communications related to an H-1B visa application
- Risk Management Committee meetings (Jan 6 and Jan 20)
- Preparation of FSA/HRA benefits presentation for employees (scheduled for Feb)
- Reviewed three contracts / agreements for required insurance
- Review and follow-up of three public events permits
- Review of salary market update preliminary findings
- Initial stage of benefits renewal process
- Regular review of COVID cases
- Job classification review & updates
- Recruitment: backgrounds, physicals, employment offer/promotional letters, and/or new hire meetings took place for the following
 - FT positions: Civil CAD Technician, Public Safety Supervisor-Captain
 - PT positions: Community Service Officer, Library Assistant
 - Seasonal/special purpose positions for the Community Development and Public Works departments (summer Aquatics, Rec. Center Front Desk Receptionist, and Laborers)
- Coordinated with the ISU College of Design virtual career fair (scheduled for Feb 24)
- Courier advertising agreement renewal meetings & Council preparation
- General employment, leaves & benefit administration, and salary surveys completed

CIVIL SERVICE COMMISSION

- Civil Service testing or interviews were completed
- Meeting held on January 27, 2021
 - Approved certified lists for:
 - Maintenance Worker
 - Wastewater Treatment Plant Operator I
 - Engineering Technician I

HUMAN RIGHTS COMMISSION

- Meeting held on January 11, 2021
- Special meeting held on January 27, 2021

Finance and Business Operations Information Systems Division Monthly Report January 2021

Summary of projects, training and staff activities

- Staff continues to support 31 workers that are working remote and have also switched to a rotating schedule to allow for remote work for the IT help desk. We continue to moderate zoom meetings for staff and assist with zoom support. For the month of January the city hosted 146 meetings with 999 participants attending.
- Staff also prepared for the installation and of a new county-wide CJIS system. Staff attended weekly update meetings. Additional meetings about hardware that will be stored at our public safety building for a disaster recovery site for the system were also attended.
- We continue work on the new document management software, administrator training was held, laserfiche was loaded on an additional 10 machines to continue testing.
- The new year brought staff and position changes in the Public Safety department, we set up Apple accounts and IDS for new investigators, set up their phones to allow auto-forwarding to their cell phones, work with the Public Safety training Lieutenant to reorganize body cameras based on shifts and training, we worked with the new school resource officer with connecting to TraCS software from a PC at the high school.

Software Purchase/Installation/Upgrade Activities

- 25 software installations for 5 different departments
- Upgraded 9 software for 4 different departments
- Installed 1 new software for 1 department

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 29 new pieces of equipment purchased for 6 different departments and inventory.
- 5 new equipment installations for 4 different departments.
- 2 equipment repair for Planning and Inspections

Problem Resolution Activities & Assistance Activities

- 60 problem resolution or assistant activities took place for 12 different departments

Graphic Design Activities

- **Hearst Center:** poster
- **Tourism:** continued work on Event Facilities Guide and We Know How to booklet, fliers, website materials, Barn quilt brochure, sticker graphic, folder layout
- **Recreation Center:** slides for aquatics
- **Other:** website and social media maintenance/graphics, business cards, misc. printing, trimming laminating, TV slides, slides for aquatics, promotional/communications graphics, miscellaneous restocks and revisions for PD and fire, compliance sign for code enforcement, miscellaneous Currents stuff, COVID tree changes, Heart CF campaign logo, Resilience Plan updates, stormwater graphics, cemetery stickers, parking signs

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Provided equipment and technical assistance to Cedar Falls Schools for coverage of the following events:
 - Continued live streaming and live coverage of Cedar Falls athletic event coverage to allow for viewership of events as fan limitations continue due to the COVID19 Pandemic
 - Televised City Council Work Session to allow residents to see the part-time mayor discussion.
- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - Two Committee of the Whole meeting using Zoom
 - One City Council Work Session
 - One Planning & Zoning meeting using Zoom
 - Two Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Produced/aired 10 CFHS events, 2 UNI events and 14 other regular educational, community and sport productions.
- Produced and aired 7 City News Stories
- Continued weekly encoding and programming of the following church services for Public Access. This has been especially important during the COVID19 Pandemic.
 - First United Methodist Church
 - Orchard Hill Church
 - Nazareth Lutheran Church
 - Fresh Wind Ministries
 - St. John Lutheran Church
 - First Presbyterian Church
 - White Flag Church
 - First United Methodist Waterloo
 - First Baptist Waterloo

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with EMA, county and vendor staff to discuss project for dispatch system upgrade specifications
 - Met with Engineering staff to discuss updates to bike network improvements
 - Met with CDBG staff to discuss sidewalk infill projects
 - Met with Planning staff to discuss adding BOA files in to GIS
 - Assisted Planning staff to create new exhibits for CSR documents
 - Met with Public Safety staff on new GIS dashboard
 - Met with Planning staff to discuss new downtown zoning district
 - Finalized data export for new dispatch system
 - Updated and converted all 2020 sewer videos
 - Updated ssl certificate for permit system
- 4 web and database projects were completed for 4 different departments
- Completed 3 different data requests for 3 different entities.
- Created 9 new maps for 6 different departments.
- Created 53 new addresses for development.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
January 2021**

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

Traffic Court:

City Cases Filed: 169 (this number includes both City and State tickets)

Cases Set: 9 (Traffic) 1 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 10 agreements
- Drafting of Poultry ordinance amendments
- Continued advice on COVID-19 issues and policies
- Review and advise on form based zoning ordinances
- Analysis and attention to subdivision issues

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JANUARY 2021**

Public Records Activity

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

City Council adopted Resolution #22,227, extending the face mask mandate thru March 3, 2021.

Licenses and Permits

| | |
|-----|--|
| 1 | Mobile Merchant |
| 0 | Tables & Chairs |
| 1 | Pawn Broker |
| 146 | Pet licenses |
| 21 | Annual "Paw Park" permits |
| 0 | Public Event permit |
| 0 | Parking permits |
| 0 | Dumpster permits |
| 4 | Cemetery Interment Rights Certificates |
| 6 | Liquor licenses and beer/wine permits. |
| 0 | Tobacco permits |

The unemployment rates for the month of December 2020 were 3.4% for the Waterloo-Cedar Falls Metropolitan Area, 3.1% in Iowa, and 6.5% in the U.S.

Parking Activity

Enforcement

668 – Parking citations issued.
\$ 665.00 – Citations paid.

Collections

\$ 151.00 – Collections from delinquent parking accounts.

Paid parking continues to be suspended in the municipal lots in both Downtown and College Hill areas per City Council action to suspend paid parking until April 1, 2021 to help ease the financial burden businesses may be experiencing due to COVID-19.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JANUARY 2021**

Library Activity

| Usage Statistics | November 2020 | December 2020 | December 2019 |
|-------------------------|----------------------|----------------------|----------------------|
| Customer Count | 1,980** | 2,199** | 14,929 |
| Circulation | 20,425 | 19,637 | 35,757 |
| Event Attendance | 1,849** | 1,779** | 1,384 |

*Curbside customers plus browsing hours in the building

**Virtual events via Facebook Live and Zoom.

***Curbside only

Special events in January included the following:

- Take-and-make kits for all ages
- The Origins of the Presidential Cabinet featuring keynote speaker Dr. Lindsay Chervinsky, part of a virtual series of programs through the Hoover Presidential Library
- Virtual Zoom practice sessions and tech chats
- Virtual pet show and tell programs via Zoom
- Virtual storytimes, tween events, and teen events.

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

The Community Center was closed to the public in January in response to Black Hawk County's status in the red/high risk category on for the spread of COVID-19, according to the Black Hawk County Public Health Department's *COVID-19 Response* page. Activity kits were delivered to senior living facilities, to homebound seniors, and distributed via curbside service to seniors requesting them. A Red Cross community blood drive by appointment only was held in January.

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

Jan-21

Total for Month \$3,485,227.00
 Total for Fiscal Year \$63,777,736.00
 Total Same Month - LAST YEAR \$3,311,817.00
 Total for Fiscal Year - LAST YEAR \$49,748,469.00

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|---|-----------------|----------------|-----------------------|--------------------|----------------|----------------|------------------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Single Family New Construction | 5 | 0 | \$1,559,110.00 | \$11,814.50 | 72 | 0 | \$21,679,043.00 | \$153,133.85 |
| Multi-Family New Construction | | | | | | | | |
| Res Additions and Alterations | 38 | 0 | \$828,601.00 | \$11,226.50 | 538 | 0 | \$7,120,578.00 | \$112,554.85 |
| Res Garages | 1 | 0 | \$7,850.00 | \$187.50 | 33 | 0 | \$373,717.00 | \$6,635.00 |
| Commercial/Industrial New Construction | | | | | | | | |
| Commercial/Industrial Additions and Alterations | 5 | 0 | \$1,089,666.00 | \$7,796.75 | 58 | 0 | \$6,372,427.00 | \$48,915.29 |
| Commercial/Industrial Garages | | | | | | | | |
| Churches | | | | | 1 | 0 | \$2,423,471.00 | \$12,005.15 |
| Institutional, Schools, Public, and Utility | | | | | | | | |
| Agricultural/Vacant | | | | | | | | |
| Plan Review | 6 | 0 | \$0.00 | \$5,729.00 | 47 | 0 | \$0.00 | \$109,809.00 |
| Total | 55 | 0 | \$3,485,227.00 | \$36,754.25 | 755 | 0 | \$63,777,736.00 | \$560,678.44 |

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

Jan-21

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|-------------------|-----------------|----------------|------------|--------------------|----------------|----------------|------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | 50 | 0 | \$0.00 | \$8,053.90 | 466 | 0 | \$0.00 | \$49,818.10 |
| Mechanical | 75 | 0 | \$0.00 | \$6,618.00 | 582 | 0 | \$0.00 | \$52,960.00 |
| Plumbing | 62 | 0 | \$0.00 | \$4,210.00 | 480 | 0 | \$0.00 | \$45,219.00 |
| Refrigeration | | | | | 4 | 0 | \$0.00 | \$396.00 |
| Total | 187 | | | \$18,881.90 | 1532 | | | \$148,393.10 |

| Constructor Registrations | Monthly Summary | | | | Yearly Summary | | | |
|---------------------------|-----------------|----------------|------------|-----------------|----------------|----------------|------------|-------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | 1 | 0 | \$0.00 | \$150.00 | 4 | 0 | \$0.00 | \$450.00 |
| Mechanical | | | | | 2 | 0 | \$0.00 | \$300.00 |
| Plumbing | 1 | 0 | \$0.00 | \$150.00 | 6 | 0 | \$0.00 | \$750.00 |
| Refrigeration | | | | | | | | |
| Total | 2 | | | \$300.00 | 12 | | | \$1,500.00 |

| | | | | | | | | |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|
| Building Totals | 55 | 0 | \$3,485,227.00 | \$36,754.25 | 755 | 0 | \$63,777,736.00 | \$560,678.44 |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|

| | | | | | | | | |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|
| Grand Total | 244 | 0 | \$3,485,227.00 | \$55,936.15 | 2299 | 0 | \$63,777,736.00 | \$710,571.54 |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|

Item 17.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
January 2021**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on January 13, 2021 and January 27, 2021.

| Applicant | Project | Recommendation | Action Taken |
|-------------------------|--|--|--|
| Midwest Development Co. | Final Plat for Arbors Fourth Addition (Case #FP20-005) | January 13, 2020 Discussion and Approval | Approved |
| Greenhill Estates, Inc. | Final Plat for Pinnacle Prairie Commercial South Phase III, Second Addition (Case #FP20-003) | January 13, 2020 Discussion and Approval | Approved |
| Greenhill Estates, Inc. | Site Plan for Pinnacle Prairie Senior Living Facility (Case #SP20-011) | January 13, 2020 Discussion and Approval | Approved |
| Wes Geisler | Remodel Review – College Hill Neighborhood Overlay (DR20-008) | January 27, 2021 | Continued to a the February 10 meeting |

Group Rental Committee – A meeting was held on January 19, 2021.

| Address | Unit | Owner | Requested Occupancy | Approved for | GRC | BRHA |
|----------------------|-------------|---------------|----------------------------|---------------------|------------|-------------|
| 2415 Franklin Street | 1 | Jamie Schultz | 4 | 4 | 1/19/2021 | N/A |

Board of Rental Housing Appeals – No meeting was held on in January.

Board of Adjustment – A special meeting was held on January 7th, 2021 to discuss a potential conditional use ordinance and the Board's responsibilities in relation to conditional uses. Staff also discussed the importance of stating findings of fact for the record when making a decision on a case.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

| | Date | Notes/Actions |
|---|-------------|---|
| Bicycle and Pedestrian Advisory Committee | 01/05/2020 | Discussed progress of the Bike Ped Plan and a three-scenario approach that we'll want to take with public outreach. The three maps were not ready to present but will be presented in February. The volunteers working on the Annual Report gave an update on progress. The committee also voted on |

| | | |
|--|--|---|
| | | a new Committee Chair and Co-Chair. |
| College Hill Partnership | 1/11/21 Via Videoconference | Topics of discussion included: City's Technical Review Committee comments/questions on the "Light Up College Hill" project to string lights over College Street; potential location change for the College Hill farmers market; formation of Seerley Park improvement committee; Pettersen Plaza expansion project. |
| Historic Preservation Commission | 01/12/2021 Via Videoconference | Updates on Commission research related to the history of the 16 th Street brick street; staff found a new local source of information regarding this topic and Commission will follow up. Discussion of potential new projects for 2021. City staff mentioned about availability of UNI history class students for possible research work. Commission briefly talked about Plan Book houses design. |
| Housing Commission | No meeting | Meeting was cancelled. |
| Community Main Street Design Committee | 01/15/21 & 01/20/21 Via Videoconference | Design committee discussed the new project for the mixed use building on 7 th and Main. Applicant provided more information at a special meeting on 1/20. Discussion of proposal at 4 th and Main deferred to the next meeting. |
| Parking Committee – Downtown and College Hill (combined) | 01-19-21 Via Videoconference | Discussion of suspension of paid parking in the lots (implemented until April 1 st 2021 by Council). Committee discussed needing additional signage for lot identification on College Hill and lighting to highlight kiosks. Discussed need to notify businesses regarding the suspension. Committee also discussed closure of street/sidewalks for temporary markets and need to reach out to abutting property owners. |

LAND USE INQUIRIES AND PERMITTING

- 281 general inquiries, including walk-ins, and staff responses with information/assistance.
- 47 land use permits were issued.

OTHER PROJECTS FOR JANUARY INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- Code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones. Recommended for approval by P&Z. Proposal was discussed at the Board of Adjustment on January 7th to address any concerns or questions they had about the proposal. Board of Adjustment indicated their support for this type of conditional use review to provide some flexibility in the zoning code.
- Downtown zoning code update under staff review based on *Imagine Downtown!* Vision Plan. Draft code will be presented for public review at a special P&Z meeting in February.
- *Imagine College Hill!* Vision Plan under staff review and preparing for public review in February.
- *Resilience Plan* second worksheet was available for public response January 20 through 27.
- Documentation submitted for 3-year Community Rating System (CRS) review.
- Ongoing effort to address enforcement of rental paving ordinance.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Discussed potential rehabilitation project with a developer in downtown and reviewed a potential IEDA assistance program as it relates to this project.
- Reviewed potential industrial project with IEDA for a location within the Cedar Falls Industrial Park.
- Attended webinar with IEDA regarding the 2021 Industrial Park Site Certification Program. Cedar Falls plans on participating in this program in 2021.
- Held a conference call with a site selector regarding a potential project in the Cedar Falls Industrial Park.

CDBG

- Planning is ongoing with regard to 2nd and 3rd round of federal CARES funds anticipated to assist with COVID-related needs in the community. Working with the State, HUD and INRCOG on administering the funds for projects. City Council approved the contracts with Iowa Economic Development Authority; INRGOG contracts for rounds 2 and 3 funds; and Operation Threshold, who will administer a new program for rental and mortgage assistance to those affected by the pandemic.

HOUSING CHOICE VOUCHER PROGRAM

| | | | |
|--------------------------------|-----|--------------------------------------|-----------|
| Waiting List | 249 | Rent Subsidies (HAP payments) | \$104,770 |
| New Applications Taken | 2 | Utility Payments | \$ 1,299 |
| Units under Contract | 218 | Admin Fees | \$ 15,114 |
| Initial Vouchers Issued | 2 | | |
| Mover Vouchers Issued | 1 | Lease Up Goal | 235 |
| New Admissions | 1 | | |

New software update: We continue to have new applications submitted online. We have been scanning files into the new paperless software and continue to have participants and applicants sign up for the online system. Several new landlords have also signed up through the new system.

Ongoing Projects:

- Updating Administrative Plan.
- Scanning all files into system

ADD A DOLLAR REPORT

There were NO applications received for utility assistance in January. There was a balance of \$21,716.30 as of January 31, 2021.



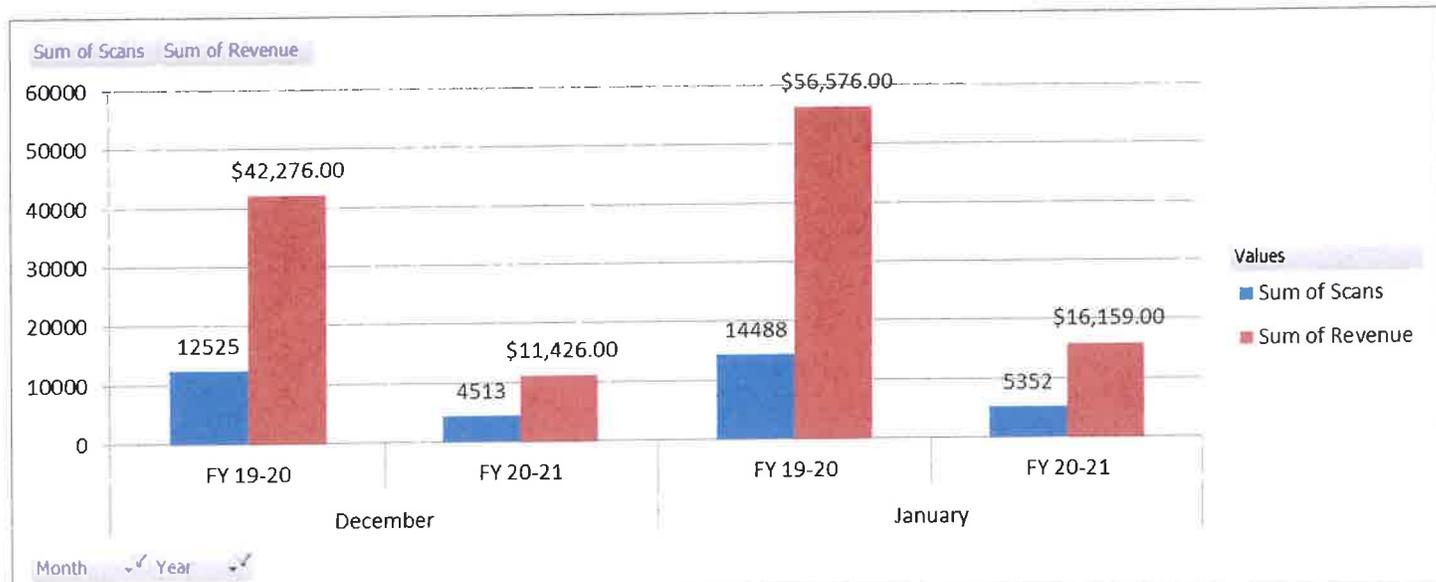
Recreation & Community Programs January Report 2021

The Cedar Falls Recreation & Fitness Center is continuing to see an uptick in foot traffic. With the addition of the new Challenge Court and relocating some fitness equipment we have created additional spaces within the facility to exercise. These additional spaces are spread out and allow for our members and guest's to exercise safely. Fitness classes are operating with a reduced capacity and are also gaining momentum as New Year's resolutions are still fresh on people's minds. Adult Volleyball programs kicked off in the beginning of January as well as Youth Basketball programs began at the end of the month. Annual advertising for summer aquatics jobs were posted in January as we continue to prepare for the spring and summer seasons. Indoor Park came back in the middle of the month and received a great response. All health and safety protocols are being followed to ensure we are able to offer this fan-favorite program. Lastly, the addition of new monthly memberships was discussed and voted on at the Parks and Recreation Commission meeting in January. The Recreation Team is excited to implement this new offering and believes it will help bring more foot traffic. The flexibility the monthly membership option will be enticing for those that are unable to pay for an annual membership at one time, snowbirds, and students who don't live here year-round.

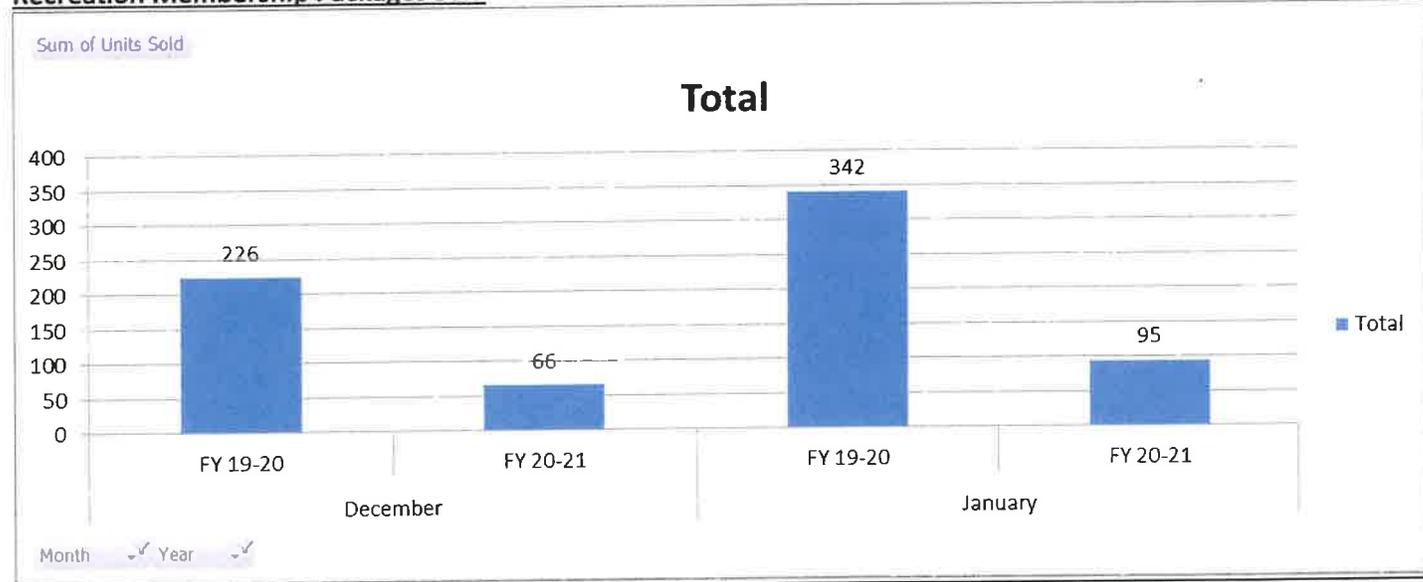
Sincerely,

J.J. Lillibridge
Recreation and Community Programs Manager

Recreation Center Usage & Revenue



Recreation Membership Packages Sold



| | December (2020) | January (2021) | January (2020) |
|--|-----------------|----------------|----------------|
| Recreation Programs | | | |
| Fitness Classes Offered | 102 | 132 | |
| Fitness Class Attendance | 530 | 647 | |
| Personal Training Sessions | 39 | 60 | |
| Massages | 39 | 41 | |
| 1 st & 2 nd Grade Basketball | | 56 | 126 |
| 3 rd & 4 th Grade Girls Basketball | | 16 | 32 |
| 5 th & 6 th Grade Boys Basketball | | 39 | 40 |
| 5 th & 6 th Grade Girls Basketball | | 8 | 18 |
| Mixed Adult Volleyball | | 140 | |

| | | | |
|--------------------------------|-------------------|-------------------|------------------------|
| Women's Adult Volleyball | | 84 | |
| Sales | | | |
| | Last Month | This Month | November (2019) |
| Swim Pass Sold | 1 | 3 | 16 |
| Swimming | | | |
| | Last Month | This Month | November (2019) |
| Open Rec Swim/Lap Swim Numbers | 143 | 613 | 573 |
| Aquatic Program Usage | 793 | 2021 | 2337 |
| Rentals | | | |
| | Last Month | This Month | November (2019) |
| Total | 0 | 0 | 0 |

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
January 2021



| | |
|--|---|
| | <p>Meetings, Conferences and Business Travel Marketing</p> <ul style="list-style-type: none"> Producing a virtual familiarization tour via video. Preparing a proposal to host the Iowa League of Cities in 2025. |
| | <p>Sports Related Marketing</p> <ul style="list-style-type: none"> The Cedar Falls Tourism & Visitors Bureau board approved grants to the June 2021 Graphic Edge Bowl, a March 7-on-7 football tournament, and operations of the Cedar Valley Sports Commission. |
| | <p>Leisure Travel Marketing</p> <ul style="list-style-type: none"> Showcased at a virtual offering of the Iowa Bike Expo, receiving 100 visits and 13 coupon redemptions. Developed and distributed RFP for FY21 digital advertising. Working on an improved on-line calendar of events. Produced and published articles about Date Night Ideas, Cross-Country Skiing, Breakfast/Brunch Ideas. Received 658 leads from Travel Iowa. |
| | <p>Tourism Related Business and Organization Coordination and Collaboration</p> <ul style="list-style-type: none"> Assisted with Volunteers on Tap event resulting in 40 referrals to recruit volunteers for event-planning organizations. Attended Community Main Street board meeting and met with CMS Promotions committee. Working to set up a downtown 'refreshment zone'. Assisted local businesses with listings on Travel Iowa website. |
| | <p>Asset Development</p> <ul style="list-style-type: none"> Attended Iowa Department of Transportation Tourist Oriented Signage committee meeting. |
| | <p>Group Tour Marketing</p> <ul style="list-style-type: none"> Created a 3-day itinerary for a group planning to visit from Sioux Center in August. |
| | <p>Organization and Promotion of Tourism Related Events</p> <ul style="list-style-type: none"> Met with Sturgis Falls Celebration board x2. Met with Cedar Basin Music Festival. |

Focus for February

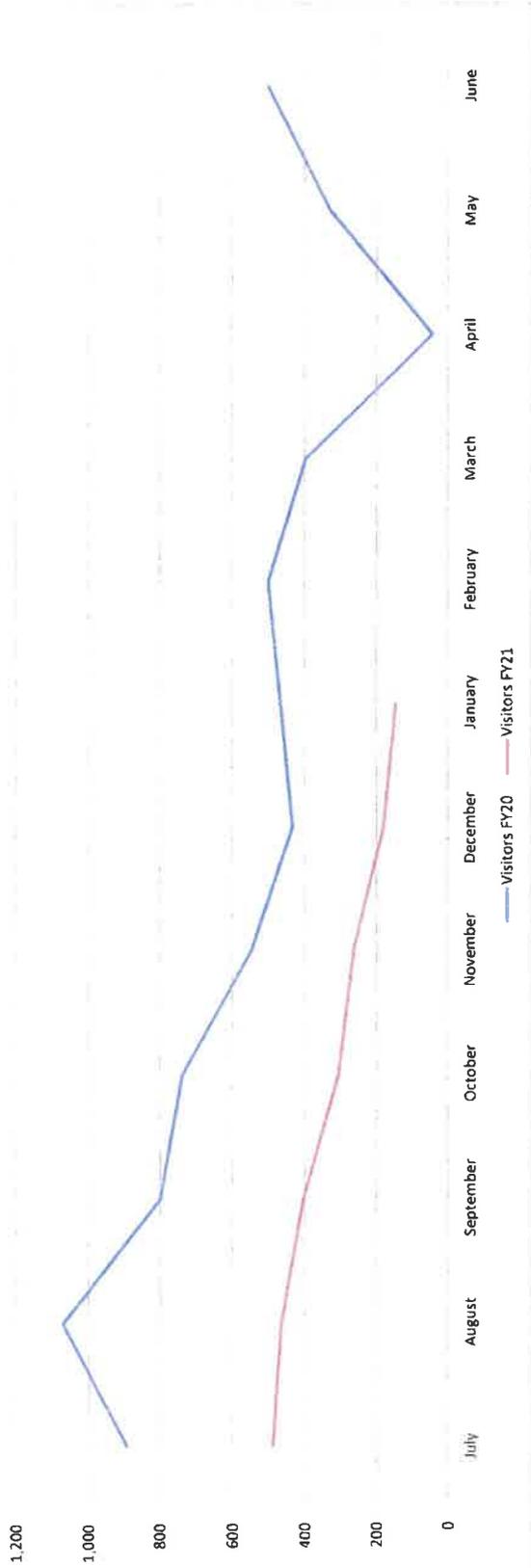
- Select FY22 digital advertising vendor.
- Distribute RFP for FY22 data/research.

Respectfully Submitted,


 Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

Visitor Center Traffic, Door Counter



Website Traffic, Users



CEDAR FALLS CULTURAL PROGRAMS
 Monthly Report | January 2021



- Exhibition visitation numbers are on par with pre-COVID. Viewing of the exhibition is the current primary reason for citizens to be in our building as all other offerings are virtual; hence our Facebook engagement grew this month by approx. 10,000 engagements and our Instagram grew by over 50 followers in January.
- Staff completed planning for the spring season, with a variety of in-person small group classes and workshops. We're limiting registrations to allow for distancing in our classrooms. We also have many virtual public programs planned, but very few in-person public programs until later March and April, when we can make use of our outdoor programming spaces.
- Friends of the Hearst have been working on a Business Membership Program and will begin soliciting area businesses to become "Friends of the Hearst" in the early spring. This is a first step toward establishing a solid base with the business community as we move toward a future capital campaign for Hearst 2.0.
- The Public Art Committee completed an RFQ for the River Place Plaza public art project. We received over 120 responses, which were carefully reviewed by PAC members, Heather Skeens and Emily Drennan (PAC liaison). Project goals include commissioning a nationally-recognized artist to create work that will draw attention as an "icon" of Cedar Falls. PAC will meet again in mid-February to review..
- The Hearst is working with Luann Alemao on a short series of virtual interviews with community members that exemplify "a life well-lived." This project is in conjunction with a larger series of programs in April that will look at creativity and community engagement through the lens of the health and well-being of older adults. You can watch the interviews on Hearst's Facebook page!

| | Last Month | This Month | Last Year |
|---------------------------------------|------------|------------|-----------|
| Hearst Center Usage Statistics | Dec FY21 | Jan FY21 | Jan FY20 |
| In-Person and Virtual Attendance* | 512 | 674 | 1833 |
| Off-site Ed/Outreach Encounters | 0 | 0 | 0 |
| Public Programs Offered** | 6 | 4 | 7 |
| Exhibition walk-in Viewers | 211 | 172 | 177 |
| Classes/Workshops Offered*** | 2 | 10 | 16 |
| Rentals/Birthday Parties | 0 | 0 | 5 |
| Volunteers/# of Hours | 0/0 | 0/0 | 6/14.5 |
| Facebook Views | 26973 | 34441 | 27866 |
| Facebook Followers | 2286 | 2308 | 2055 |
| Instagram Followers | 636 | 680 | n/a |
| Ads, videos, press releases, articles | 7 | 3 | 6 |
| Friends Members/new or renewed | 313/141 | 261/17 | 276/22 |

*includes door counter, estimated garden attendance, and virtual program attendance

includes on-site and virtual programs; *includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - January 2021**

Item 17.

| <i>Project</i> | <i>Description</i> | <i>Status</i> | <i>Budget</i> | <i>Contractor/ Developer</i> |
|--|--|-----------------------|----------------------|---|
| 2020 Sidewalk Assessment | Sidewalks | Final Out Remains | TBD | Engineering Division |
| 2020 Street Construction | Street Repair | Final Out Remains | \$3,385,340.30 | Engineering Division PCI |
| Cedar Heights Drive Reconstruction | Street Repair | Design/R.O.W. | \$6,000,000 | Snyder |
| Cedar River Safety & Recreation | Recreation | Design | \$50,000 | Engineering Division |
| Center Street Trail | Trails | Final Out Remains | \$450,000 | Engineering Division Cunningham Construction |
| Highway 58 Corridor Study | Study and Design Greenhill Road to HWY 20 | Construction Underway | \$2,500,000 | IDOT/AECOM Engineering Division |

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - January 2021**

| <i>Project Title</i> | <i>Description</i> | <i>Status</i> | <i>Budget</i> | <i>Contractor/ Developer</i> |
|---|--------------------|-----------------------|---------------|--------------------------------------|
| Arbors Fourth Addition | New Subdivision | Construction Underway | ----- | Skogman/CGA |
| Autumn Ridge 8th Addition | New Subdivision | Maintenance Bond | ----- | BNKD Inc. Shoff Engineering |
| Autumn Ridge 9th Addition | New Subdivision | Preliminary Plat | ----- | BNKD Inc./CGA |
| Autumn Villages Phase II & III | New Subdivision | Maintenance Bond | ----- | CGA |
| Gateway Business Park | New Subdivision | Maintenance Bond | ----- | Shive Hattery Baker Construction |
| Greenhill Village Townhomes II | New Subdivision | Under Review | ----- | Panther Farms/CGA |
| Greenhill Village Estates | New Subdivision | Construction Underway | ----- | Nelson Construction & Development |
| Panther West - 1st Addition | New Subdivision | Preliminary Plat | ----- | Panther Farms/CGA |
| Park Ridge Estates | New Subdivision | Maintenance Bond | ----- | Brian Wingert CGA |
| Pheasant Hollow 7th Addition | New Subdivision | Construction Underway | ----- | CGA |
| Prairie Winds 4th Addition | New Subdivision | Maintenance Bond | ----- | Brian Wingert CGA |
| Prairie Winds 5th Addition | New Subdivision | Final Out Remains | ----- | Brian Wingert CGA |
| River Place Addition | New Subdivision | Construction Underway | ----- | Kittrell/AECOM |
| Sands Addition | New Subdivision | Maintenance Bond | ----- | Jim Sands/VJ |

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - January 2021**

| <i>Project</i> | <i>Description</i> | <i>SWPPP Status</i> | <i>Detention Calcs Status</i> | <i>Developer/ Engineer</i> | <i>Project Status</i> |
|--------------------------------------|---------------------|---------------------|-------------------------------|----------------------------|-----------------------|
| 918 Viking Road | 918 Viking Road | Under Review | Approved | Final Out Remains | Active |
| Cedar Falls Gospel Hall | 1302 Walnut | Under Review | Approved | Claassen Engineering | Complete |
| Community Bank and Trust | 312 W. 1st Street | Approved | Approved | VJ Engineering | Active |
| Creekside Condos | ----- | Under Review | Under Review | Fehr Graham Engineering | Under Review |
| Immanuel Lutheran Church | 4820 Oster Pkwy | Approved | Approved | ISG | Active |
| Ridge Development Dupaco CCU | 126 Brandilynn Blvd | Under Review | Under Review | CGA | Not Started |
| River Rec Area and Bank Improvements | ----- | Under Review | Under Review | City of Cedar Falls | Under Review |

Department of Public Works

Operations and Maintenance Division

Monthly Report for January 2021

Streets Section:

- Responded to multiple snow and ice events throughout the month
- Cleared brush from drainage ways and ditches
- Assisted Ash tree removals in City parks
- Preparing equipment and supplies for construction season

Traffic Operations:

- 71 traffic control signs were repaired or replaced
- 12 repairs were made to signalized intersections including three (2) that were in flash mode
- Working on energy efficient lighting upgrades in public facilities
- Traffic staff assisted snow removal operations on 5 separate occasions

Fleet Maintenance:

- Processed 127 work orders on various equipment
- Used 17,818 gallons of fuel (6,871 ethanol, 10,948 diesel)
- Procured new Police vehicles and admin vehicle.
- Prepped/maintained snow removal equipment during snow and ice events

Public Buildings:

- Continued building sanitation per COVID protocol
- Replaced batteries in exit light systems throughout public buildings
- HVAC adjustments/repairs were performed at Public Safety and at the Library

Parks:

- Snow and Ice control operations took place throughout the month
- Ash tree removal completed in Rownds Park, Washington Park and City ROW (144 total for the month)
- Replaced asphalt shingles on Greenwood Cemetery storage building
- Repaired Prairie Lakes Park sign

Cemetery:

- Performed twelve (12) interments - Three (3) were Saturday services
- Seven (7) spaces sold in Greenwood Cemetery. Three (3) sold in Fairview Cemetery

Refuse:

- 562 tons of residential solid waste was collected. Total of 645 three yard container dumps were recorded. Responded to 74 bulk item collections
- 152 Christmas trees were collected during January
- A total of 210.8 tons of recyclable material was collected
- The Transfer Station hauled 64 loads of solid waste to the Black Hawk County Landfill totaling 907 tons.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - JANUARY 2021

PLANT OPERATIONS

Plant performance was very good for the month of January. All permit effluent limits were met for the month.

PROJECTS

Staff has continued work rebuilding pumps and the Lakeview lift station. With more than thirty pumps and motors used in the conveyance of water to the treatment plant, rebuilding pumps and motors is an ongoing process, requiring a great deal of staff time.

INDUSTRIAL PRETREATMENT

All industries holding Industrial Wastewater Discharge Permits are required to submit compliance reports in January. All industries submitted these reports on time with no violations with their permits found. An annual report will be prepared in February for DNR.

BIOSOLIDS

We hauled 288,000 gallons of biosolids out of the plant to local area farm fields in January. An additional 63,000 gallons were processed and dried for disposal later. Data was gathered for the annual report which has to be filed with EPA and DNR by February 19th.

There were 2.43 tons of inorganic materials hauled to the landfill during January.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were two calls concerning sanitary sewer problems in January, neither of which involved a problem with the city's main.

There were two calls for problems at lift stations. Both were resolved quickly with no other issues.

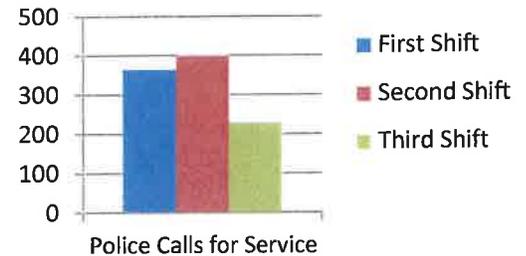
Crews cleaned approximately 1400 feet (0.27 miles) of sanitary sewer lines. Cold weather brings our focus indoors to building maintenance on the eighteen buildings for which we are responsible. Staff completed several painting projects in January.

Crews processed seventy five (75) requests to locate sewers in construction areas for the Iowa One Call system. Only twenty five (25) were pertinent and actually required a locate.

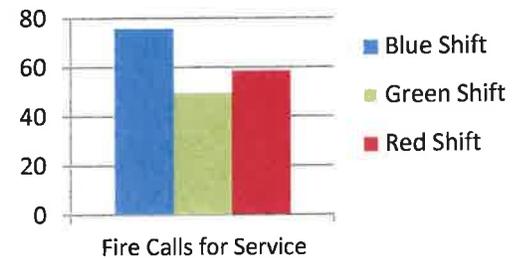
**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JANUARY 2021**

CEDAR FALLS POLICE

| <u>Police Statistics</u> | First Shift | Second Shift | Third Shift |
|--------------------------|-------------|--------------|-------------|
| Calls for Service | 366 | 400 | 231 |
| Traffic Stops | 96 | 523 | 186 |
| Arrests | 10 | 20 | 24 |
| Accidents | 30 | 47 | 14 |

**CEDAR FALLS FIRE**

| <u>Fire Statistics</u> | Blue Shift | Green Shift | Red Shift |
|------------------------|------------|-------------|-----------|
| Calls for Service | 76 | 50 | 59 |
| Fire | 0 | 1 | 3 |
| Rescue/Medical | 53 | 36 | 35 |
| Service Call | 0 | 5 | 2 |
| Good Intent | 6 | 2 | 6 |
| False Alarm/Call | 11 | 6 | 10 |
| Hazardous Condition | 6 | 0 | 3 |

**INVESTIGATIONS****CSI**

- 1/4/21 - Assisted 1st shift officers with processing a vehicle stolen from Knoll Ridge Drive and recovered in Waterloo (21-000407)
- 1/4/21 - Assisted 1st shift officers with processing eight storage unit burglaries on Westminster Drive (21-000917)
- 1/12/21 - Assisted 2nd shift officers on a traffic accident at Highway 58/Greenhill Road (21-003310)
- 1/14/21 - Assisted investigators with the execution of a search warrant on Virgil Street in connection to several vehicle and garage burglaries (21-003782)
- 1/20/21 - Assisted 3rd shift officers and investigators with processing a shooting on Olive Street (21-005469)
- 1/25/21 - Assisted 3rd shift officers and investigators with processing an assault/suicide attempt on Lincoln Street (21-006129)
- 1/27/21 - Assisted 2nd shift officers with processing a vehicle burglary on University Avenue (21-00727)
- 1/30/21 - Assisted 1st shift officers with processing a death on West 10th Street (21-008078)

Crime Lab:

- 1 item of physical evidence was processed
- 6 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 246 items of evidence from closed cases in 2015, 2016, 2019 and 2021 were destroyed
- 37 items of unclaimed found property from 3rd and 4th quarters in 2019 were destroyed
- 5 items of evidence from 2021 were released to Waterloo Police as part of several connecting cases in their jurisdiction
- 9 items of property were released back to their owners

Property Room:

- The monthly random property audit was completed for January
- The quarterly drug and cash audit was completed for October through December 2020
- The quarterly firearm audit was completed for October through December 2020

- Found property from October through December 2020 was posted to the City website and Police Department Facebook page
- Unclaimed found bikes from January through June 2020 were removed from property and prepared for disposal

Evidence / Property:

- 111 Items of physical evidence entered
- 16 items of found property were entered
- 3 items of property were entered for safekeeping
- 94 CD's entered by officers
- 101 Attorney video copies sent:
- 12 Attorney requests (not video)
- 65 Building videos archived
- Completed preparations for 2016 property disposal in January

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- 197.5 Total Hours

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- One PSO began a Supervision of Police Personnel online training class
- Two PSO's were hired and began their field training program
- One PSO began their training at the Iowa Law Enforcement Academy
- One PSO attended a Realistic De-escalation instructor course in Johnston, Iowa

| <u>POLICE STATISTICS:</u> | <u>January 2021</u> | <u>Total 2021</u> |
|--|---------------------|-------------------|
| Group A Crimes | | |
| Kidnapping/Abduction | 0 | 0 |
| Forcible Rape/Sodomy/Fondling | 0 | 0 |
| Robbery | 0 | 0 |
| Assault | 11 | 11 |
| Arson | 0 | 0 |
| Extortion/Blackmail | 0 | 0 |
| Burglary/B&E | 7 | 7 |
| Theft | 37 | 37 |
| Motor Vehicle Theft | 3 | 3 |
| Counterfeit/Forgery | 2 | 2 |
| Fraud | 7 | 7 |
| Vandalism | 8 | 8 |
| Drug Offenses | 6 | 6 |
| Porno/Obscene Material | 1 | 1 |
| Weapon Law Violation | | |
| Group B Crimes | | |
| Bad Checks | 0 | 0 |
| Disorderly Conduct | 3 | 3 |
| Driving Under Influence | 5 | 5 |
| Drunkenness | 20 | 20 |
| Non-Violent Family Offense | 1 | 1 |
| Liquor Law Violation | 0 | 0 |
| Runaway | 4 | 4 |
| Trespassing | 1 | 1 |
| All Other Offenses | 10 | 10 |
| Group A Total: | 82 | 82 |
| Group B Total: | 44 | 44 |
| Total Reported Crimes: | 126 | 126 |
| Traffic Accidents | | |
| Fatality | 0 | 0 |
| Personal Injury | 5 | 5 |
| Hit and Run | 11 | 11 |
| Property Damage | 41 | 41 |
| Total reported Accidents | 57 | 57 |
| Driving Offenses | | |
| Driving While License Barred | 2 | 2 |
| Driving While Denied/Cancelled/Suspended/Revoked | 3 | 3 |
| Total Driving Offenses | 5 | 5 |
| Alcohol/Tobacco Violations | 34 | 34 |
| Calls for Service | 1565 | 1565 |
| Total Arrests | 62 | 62 |

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

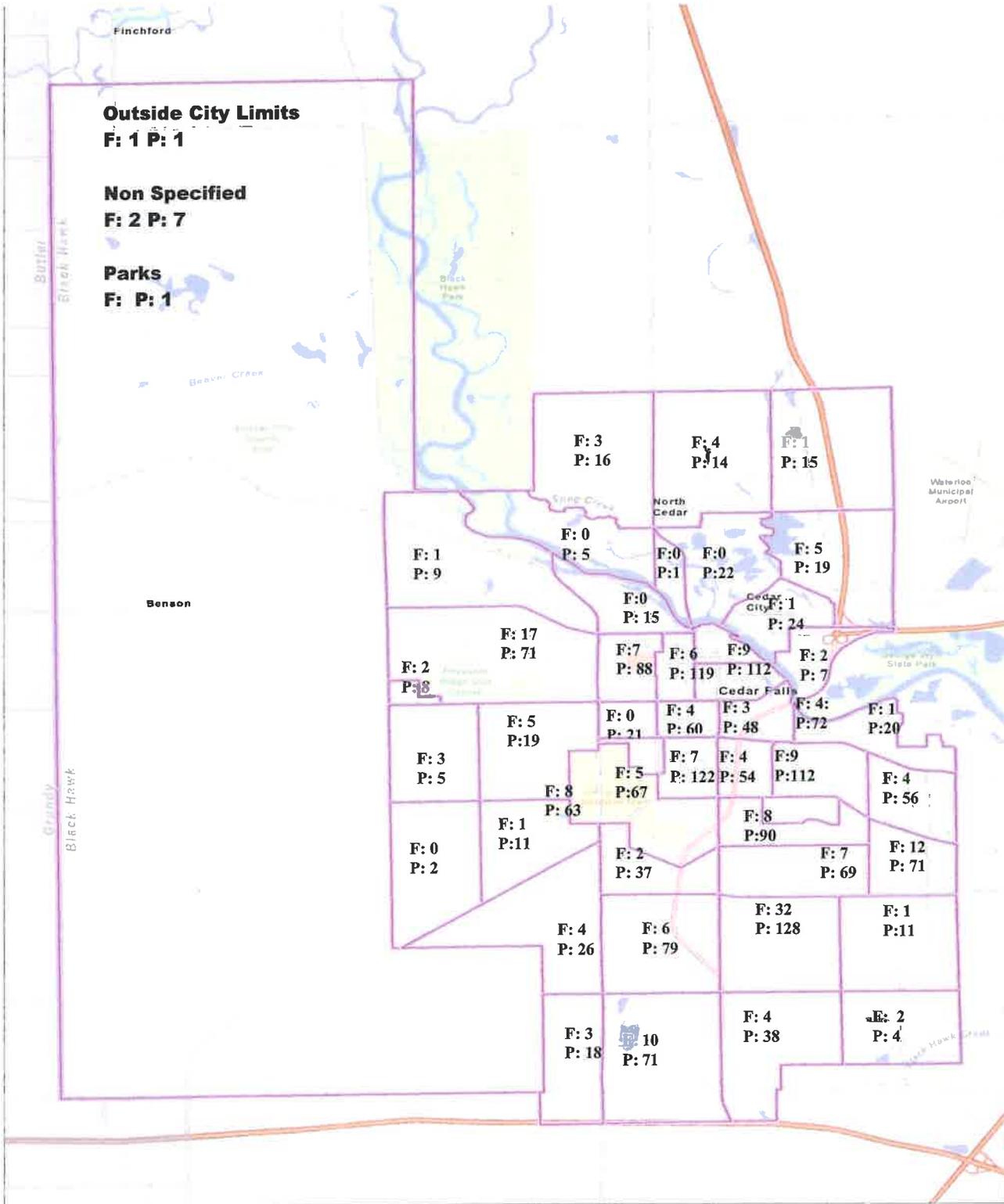
- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 2 and Driver/Operator Pumper certification testing
- January Fire in-service training was Ice Rescue and Radio Communication
- Four PSO's began their EMT training at Hawkeye Community College
- Fire shifts conducted tours of Lang Hall and the Student Union at the University of Northern Iowa
- Shift level training consisted of:
 - o Vehicle extraction
 - o Ropes, knots and rigging
 - o Driver Operator
 - o Pumping procedures
 - o Commercial inspections
 - o Fire Rescue I Academy
 - o Tanker operations and drafting
 - o Confined space rescue
 - o Grain elevator rescue
 - o Air bag
 - o Vehicle fires

FIRE RESCUE CALLS FOR SERVICE

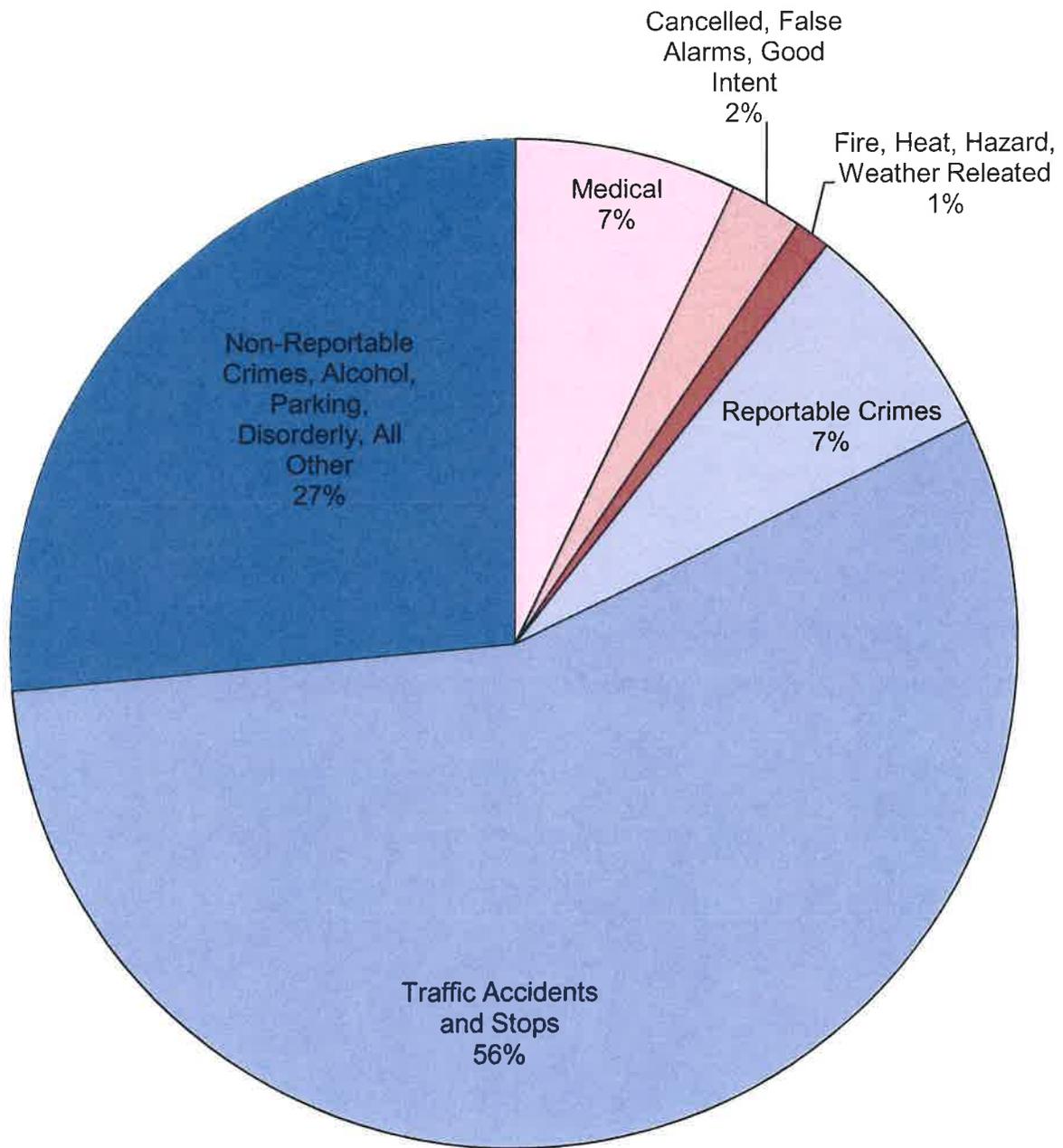
| Type of Incident (Monthly) | Jan '21 | Feb '21 | Mar '21 | Apr '21 | May '21 | Jun '21 | Jul '21 | Aug '21 | Sep '21 | Oct '21 | Nov '21 | Dec '21 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Medical & Rescue | 124 | | | | | | | | | | | |
| Cancelled, False Alarms, Good Intent | 41 | | | | | | | | | | | |
| Fire, Heat, Hazard, Weather Related & Other | 20 | | | | | | | | | | | |
| Totals | 185 | | | | | | | | | | | |

| Type of Incident (per year) | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|-----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|------|
| Non-Medical CFS | 1,052 | 948 | 840 | 911 | 900 | 772 | 841 | 783 | |
| Rescue / EMS Related | 1,049 | 1,051 | 1,367 | 1,570 | 1,437 | 1,022 | 1,272 | 1,328 | |
| Totals | 2,101 | 1,999 | 2,207 | 2,481 | 2,337 | 1,794 | 2,113 | 2,111 | |

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (January)



 FIRE

 POLICE



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief
Date: February 25, 2021
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) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C liquor – change in ownership.
- c) Texas Roadhouse, 5715 University Avenue, Class C liquor – change in ownership.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

MATTHEW J. PORTER
CHRISTINE A. PORTER

| | |
|--------------------------------|---|
| TO THE ABOVE-NAMED PERSON(S): | Matthew J. Porter Christine A. Porter |
| PROPERTY DESCRIPTION: | 234 Clark Drive, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-202-025 |
| LEGAL DESCRIPTION OF PROPERTY: | Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa. |

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 234 Clark Drive pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **March 1, 2021**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 234 CLARK DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-14-202-025

WHEREAS, it was determined that the property located at 234 Clark Drive, being legally described as Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-202-025, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 234 Clark Drive (Parcel ID 8914-14-202-025) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$178.79, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-202-025

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: January 19, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Matthew & Christine Porter
234 Clark Drive
Cedar Falls, IA 50613

178.79 December 2020
0.00 2020 (fees)
\$178.79 Total owed

Property address: 234 Clark Dr., CF
Parcel #8914-14-202-025

If you have any questions, please feel free to contact me at 5104.

INVOICE

Item 19.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 36991
DATE: 12/04/20

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|---|------------|----------------|
| 1.00 | MOWED LAWN ON: 12/1/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16629 CODE ENFORCEMENT | 178.79 | 178.79 |
| | | | \$142.50 |
| | | | \$36.29 |

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$178.79

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/04/20 DUE DATE: 1/04/21
CUSTOMER NO: 5506/5506

NAME: PORTER, MATTHEW & CHRISTINE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 36991
TERMS: NET 30 DAYS

AMOUNT: \$178.79



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 11/20/2020 Case # 20-0558-GRSS
PROPERTY RESIDENT: Matthew J Porter
PROPERTY ADDRESS: 234 Clark Dr
Property Owner Name: Matthew J Porter
Property Owner Address: 234 Clark Dr
Cedar Falls, Iowa 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

WESTWOOD HEIGHTS ADDITION LOT 64

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 11/27/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

If the city brings the property into compliance by mowing the grass on this property it will be the 2nd mowing of the property by the city, this season 2020. And will result in a citation and fine of \$100.00 plus court cost.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

| Code Section | Nature of the Violation | Comply By |
|---------------------------------|--|------------|
| IACF 17-246(a) Noxious Weeds | It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 12 inches in height; and (22) Wild vines or wild bushes. | 11/27/2020 |

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Greg Rekward
Code Enforcement Officer

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

| | | | | | |
|--|-------------------------------|--|----------------------------------|--|---|
| Parcel ID 8914-14-202-025 | | Deed Holder PORTER, MATTHEW J PORTER, CHRISTINE A | | Tax Mail to Address PORTER, MATTHEW J 234 CLARK DR CEDAR FALLS, IA 50613 | |
| PDF No. 9 | Map Area SCDRFLS-10 | Contract Buyer | | | |
| Property Address 234 CLARK DR CEDAR FALLS, IA 50613 | | | Current Recorded Transfer | | |
| | | | Date Drawn 8/15/2008 | Date Filed 8/21/2008 | Recorded Document 2009 004119 |
| | | | | | Type D |

| SALES | | | BUILDING PERMIT | | | |
|-----------|---------|---|-----------------|------------|--------|------------|
| Date | Amount | NUTC / Type | Date | Number | Amount | Reason |
| 8/15/2008 | 183,000 | TRANSFER TO/BY ESTATE - PRIOR 09 / Deed | 6/30/2010 | CF 15624 | 6,500 | Roof |
| | | | 9/8/2008 | CF 12146 | 15,000 | Deck/Patio |
| | | | 7/11/2003 | CF 1867 | 22,000 | Garage |
| | | | 9/20/1999 | CF HA 0108 | 0 | A/C |

ASSESSED VALUES/CREDITS

| | | | | | | |
|----------------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2020 Values | | | | | Class R | |
| 100% Value | Land 28,730 | Dwelling 157,020 | Building 0 | Total 185,750 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 16,206 | Dwelling 88,574 | Building 0 | Total 104,780 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2019 | | | | | Class R | |
| 100% Value | Land 28,730 | Dwelling 157,020 | Building 0 | Total 185,750 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 15,823 | Dwelling 86,478 | Building 0 | Total 102,301 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2018 | | | | | Class R | |
| 100% Value | Land 28,730 | Dwelling 157,020 | Building 0 | Total 185,750 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 16,353 | Dwelling 89,373 | Building 0 | Total 105,726 | | |

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

| | | | | | |
|--|-------------------------|-----------------------------------|------------------|---------------------------|---------------------------------|
| Tax District 910001 - CEDAR FALLS | | | | | |
| | Gross Value | Taxable Value | Levy Rate | Gross Tax | Net Tax |
| Corp | 185,750 | 102,301 | 33.14094 | \$3,390.35 | \$3,230.00 |
| Nocorp | 0 | 0 | 24.71061 | \$0.00 | |
| | Homestead Credit | Property Tax Relief Credit | Ag Credit | Family Farm Credit | Business Property Tax Cr |

Item 19.

| | | | | | |
|---------------|----------|--------|--------|--------|--------|
| Corp | \$160.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Nocorp | | | \$0.00 | | |

ABBREVIATED LEGAL

WESTWOOD HEIGHTS ADDITION LOT 64

LAND

| Basis | Front | Rear | Side 1 | Side 2 | Lot | Area | Acres |
|----------------|-------|------|--------|--------|-----|--------------|--------------|
| Front Foot | 135 | 135 | 80 | 80 | 0 | 10800 | 0.248 |
| Totals: | | | | | | 10800 | 0.248 |

DWELLING CHARACTERISTICS

| | | | | | | | |
|--------------------------------|-------------------------|-------------------------------|------------------------|--------------------------|-------------|------------------|-------------|
| Type | | Style | | Total Living Area | | | |
| Single-Family / Owner Occupied | | Split Level Frame | | 1296 | | | |
| Year Built | Area | Heat | AC | Attic | | | |
| 1964 | 1296 | Yes | Yes | None | | | |
| Total Rooms Above | | Total Rooms Below | | Bedrooms Above | | | |
| 5 | | 0 | | 3 | | | |
| Bedrooms Below | | Basement Finished Area | | No Basement Floor | | | |
| 0 | | 650 | | 0 | | | |
| Foundation | | | Flooring | | | | |
| C Blk | | | Carp / Vinyl | | | | |
| Exterior Walls | | | Interior Finish | | | | |
| Vinyl | | | Drwl | | | | |
| Roof | | | | | | | |
| Asph / Gable | | | | | | | |
| Non-Base Heating | Floor/Wall | Pipeless | Handfired | Space Heaters | | | |
| 0 | | | | | | | |
| Plumbing | 1 Full Bath | Fireplace | Type | Count | Deck | Style | Area |
| | 1 Toilet Room | | 1 Story | 1 | | Bsmt Gar Ext-Med | 528 |
| | 1 Sink | | Masonry | | | Wood Deck-Med | 320 |
| | 1 Mtl Stall Shower Bath | | | | | | |

GARAGES

BASEMENT STALLS

| | |
|------|-----------------|
| None | Quantity |
| | 2 |

Entry Status: Inspected

Item 19.



37 LF 1/2S BRK

Date Website Last Updated: 01/15/2021















CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

JEANETTE M. GEBHARDT

| | |
|--------------------------------|--|
| TO THE ABOVE-NAMED PERSON(S): | Jeanette M. Gebhardt |
| PROPERTY DESCRIPTION: | 821 Madison Street, Cedar Falls, Iowa Black Hawk County Parcel #8913-18-302-001 |
| LEGAL DESCRIPTION OF PROPERTY: | Guernseys Park Addition, Lot 19, Cedar Falls, Black Hawk County, Iowa. |

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 821 Madison Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **March 1, 2021**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 821 MADISON STREET, CEDAR FALLS, IOWA, PARCEL ID 8913-18-302-001

WHEREAS, it was determined that the property located at 821 Madison Street, being legally described as Guernseys Park Addition, Lot 19, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-302-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 821 Madison Street (Parcel ID 8913-18-302-001) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$131.29, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Guernseys Park Addition, Lot 19, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-18-302-001

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Jacque Daniels, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: January 19, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Jeanette Gebhardt
250 State St., Apt. 202
Cedar Falls, IA 50613

131.29 December 2020
0.00 2020 (fees)
\$131.29 Total owed

Property address: 821 Madison St., CF
Parcel #8913-18-302-001

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 12/31/20

TO: JEANETTE GEBHARDT
821 MADISON STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 5575/5575

TYPE: MS - MISCELLANEOUS

| CHARGE | DATE | DESCRIPTION | REF-NUMBER | DUE DATE | TOTAL AMOUNT |
|--------|----------|---|------------|----------|--------------|
| | 0/00/00 | BEGINNING BALANCE | | | .00 |
| CEMOW | 12/04/20 | MOWED LAWN ON: 12/1/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16629 CODE ENFORCEMENT | 36985 | 1/04/21 | 131.29 |
| | | | | | \$95.00 |
| | | | | | \$36.29 |

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

| CURRENT | 30 DAYS | 60 DAYS | 90 DAYS |
|---------|---------|---------|---------|
| | 131.29 | | |

DUE DATE: 2/01/21

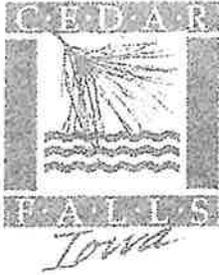
PAYMENT DUE: 131.29
TOTAL DUE: \$131.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/31/20 DUE DATE: 2/01/21 NAME: GEBHARDT, JEANETTE
CUSTOMER NO: 5575/5575 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$131.29



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

January 4, 2021

Jeanette Gebhardt
821 Madison Street
Cedar Falls, IA 50613

Dear Jeanette Gebhardt,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 12/1/20 for \$131.29, as well as late fees of \$0.00 for a total amount due of \$131.29. **If no payment is received by January 15, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 20.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JEANETTE GEBHARDT
821 MADISON STREET
CEDAR FALLS, IA 50613

INVOICE NO: 36985
DATE: 12/04/20

CUSTOMER NO: 5575/5575

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|---|------------|----------------|
| 1.00 | MOWED LAWN ON: 12/1/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16629 CODE ENFORCEMENT | 131.29 | 131.29 |
| | | | \$95.00 |
| | | | \$36.29 |

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$131.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/04/20 DUE DATE: 1/04/21
CUSTOMER NO: 5575/5575

NAME: GEBHARDT, JEANETTE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 36985
TERMS: NET 30 DAYS

AMOUNT: \$131.29



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 11/20/2020 Case # 20-0538-GRSS
PROPERTY RESIDENT: Jeanette M Gebhardt
PROPERTY ADDRESS: 821 Madison St
Property Owner Name: Jeanette M Gebhardt
Property Owner Address: 821 Madison St
Cedar Falls ,IOWA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

GUERNSEYS PARK ADDITION LOT 19

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 11/27/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance. This includes removing branches and limbs from the property.

Compliance date 11/30/2020

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

Compliance date 11/30/2020

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekwart', with a long horizontal flourish extending to the right.

Greg Rekwart
Code Enforcement Officer

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

| | | | | | |
|--|-------------------------------|--|---|---------------------------------|---|
| Parcel ID 8913-18-302-001 | | Deed Holder GEBHARDT, JEANETTE M | Tax Mail to Address GEBHARDT, JEANETTE M 821 MADISON ST CEDAR FALLS, IA 50613 | | |
| PDF No. 9 | Map Area SCDRFLS-17 | Contract Buyer | | | |
| Property Address 821 MADISON ST CEDAR FALLS, IA 50613 | | | Current Recorded Transfer | | |
| | | | Date Drawn 11/21/2007 | Date Filed 11/28/2007 | Recorded Document 2008 011207 |
| | | | | | Type D |

| SALES | | | BUILDING PERMIT | | | |
|------------|---------|--|-----------------|------------|--------|--------------|
| Date | Amount | NUTC / Type | Date | Number | Amount | Reason |
| 11/21/2007 | 137,000 | NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed | 12/9/2016 | CF HA 0077 | 0 | Furnace |
| | | | 12/19/2013 | CF 25442 | 2,900 | Deck/Patio |
| | | | 7/7/2011 | CF 20246 | 3,000 | Windows |
| | | | 9/8/2008 | CF 12346 | 8,275 | Bath Remodel |

ASSESSED VALUES/CREDITS

| | | | | | | |
|----------------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2020 Values | | | | | Class R | |
| 100% Value | Land 20,160 | Dwelling 113,790 | Building 0 | Total 133,950 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,372 | Dwelling 64,188 | Building 0 | Total 75,560 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2019 | | | | | Class R | |
| 100% Value | Land 20,160 | Dwelling 113,790 | Building 0 | Total 133,950 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,103 | Dwelling 62,669 | Building 0 | Total 73,772 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2018 | | | | | Class R | |
| 100% Value | Land 20,160 | Dwelling 108,840 | Building 0 | Total 129,000 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,475 | Dwelling 61,950 | Building 0 | Total 73,425 | | |

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

| | | | | | |
|--|--------------------|----------------------|------------------|------------------|----------------|
| Tax District 910001 - CEDAR FALLS | | | | | |
| | Gross Value | Taxable Value | Levy Rate | Gross Tax | Net Tax |
| Corp | 133,950 | 73,772 | 33.14094 | \$2,383.50 | \$2,222.00 |
| Nocorp | 0 | 0 | 24.71061 | \$0.00 | |
| Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Credit | | | | | |

Item 20.

| | | | | | |
|---------------|----------|--------|--------|--------|--------|
| Corp | \$160.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Nocorp | | | \$0.00 | | |

ABBREVIATED LEGAL

GUERNSEYS PARK ADDITION LOT 19

LAND

| Basis | Front | Rear | Side 1 | Side 2 | Lot | Area | Acres |
|----------------|-------|------|--------|--------|-----|-------------|--------------|
| Front Foot | 70 | 70 | 123 | 123 | 0 | 8610 | 0.198 |
| Totals: | | | | | | 8610 | 0.198 |

DWELLING CHARACTERISTICS

| | | | | | |
|--------------------------------|---|-------------------------------|------------------------|--------------------------|---------------------------|
| Type | | Style | | Total Living Area | |
| Single-Family / Owner Occupied | | 1 Story Frame | | 960 | |
| Year Built | Area | Heat | AC | Attic | |
| 1962 | 960 | Yes | Yes | None | |
| Total Rooms Above | | Total Rooms Below | | Bedrooms Above | |
| 5 | | 0 | | 2 | |
| Basement | | Basement Finished Area | | No Basement Floor | |
| Full | | 425 | | 0 | |
| Foundation | | | Flooring | | |
| C Blk | | | Carp / Vinyl | | |
| Exterior Walls | | | Interior Finish | | |
| Alum | | | Drwl | | |
| Roof | | | | | |
| Asph / Hip | | | | | |
| Non-Base Heating | Floor/Wall | Pipeless | Handfired | Space Heaters | |
| 0 | | | | | |
| Plumbing | 2 Shower Stall Bath 1 No Full Bathroom | < | | Extras | Desc CONC PATIO |
| | | Style | Area | | Quantity 72 |
| | | Porch 1S Frame Enclosed | 192 | | |

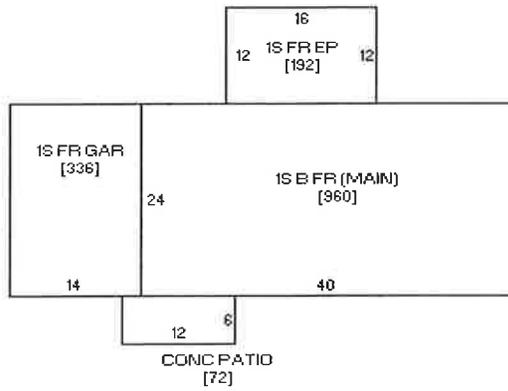
GARAGES

BASEMENT STALLS

| Year Built | Style | Width | Length | Area | Basement | Qtrs Over | Area | AC | None |
|------------|-----------|-------|--------|------|----------|-----------|------|----|------|
| 1962 | Att Frame | 0 | 0 | 336 | 0 | None | 0 | 0 | |

Entry Status: Inspected

Item 20.



Date Website Last Updated: 01/15/2021

Andrea Ludwig

From: Greg Rekward
Sent: Wednesday, December 02, 2020 12:07 PM
To: Andrea Ludwig
Subject: 821 madison
Attachments: 90188.jpg; 90186.jpg; 93332.jpg

Andrea
Attached are pictures, back yard was not mowed or cleaned. Because mower would not fit through the gate.



Greg Rekward
Code Enforcement Officer
Cedar Falls ,Iowa
220 Clay street
Greg.Rekward@cedarfalls.com
319-268-5186











CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

ROBERT F. COYLE

| | |
|--------------------------------|--|
| TO THE ABOVE-NAMED PERSON(S): | Robert F. Coyle |
| PROPERTY DESCRIPTION: | 2303 Washington Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-340-015 |
| LEGAL DESCRIPTION OF PROPERTY: | Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa. |

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2303 Washington Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **March 1, 2021**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2303 WASHINGTON STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-340-015

WHEREAS, it was determined that the property located at 2303 Washington Street, being legally described as Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-340-015, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2303 Washington Street (Parcel ID 8914-13-340-015) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$392.54, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-13-340-015

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: January 19, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Robert Coyle
2303 Washington Street
Cedar Falls, IA 50613

392.54 December 2020
0.00 2020 (fees)
\$392.54 Total owed

Property address: 2303 Washington, CF
Parcel #8914-13-340-015

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 12/31/20

TO: ROBERT COYLE
2303 WASHINGTON STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 5576/5576

TYPE: MS - MISCELLANEOUS

| CHARGE | DATE | DESCRIPTION | REF-NUMBER | DUE DATE | TOTAL AMOUNT |
|--------|----------|---|------------|----------|--------------|
| | 0/00/00 | BEGINNING BALANCE | | | .00 |
| CEMOW | 12/04/20 | MOWED LAWN ON: 12/2/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16630 CODE ENFORCEMENT | 36983 | 1/04/21 | 392.54 |
| | | | | | \$356.25 |
| | | | | | \$36.29 |

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

| CURRENT | 30 DAYS | 60 DAYS | 90 DAYS |
|---------|---------|---------|---------|
| | 392.54 | | |

DUE DATE: 2/01/21

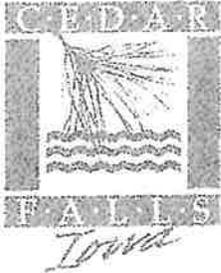
PAYMENT DUE: 392.54
TOTAL DUE: \$392.54

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/31/20 DUE DATE: 2/01/21 NAME: COYLE, ROBERT
CUSTOMER NO: 5576/5576 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$392.54



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

January 4, 2021

Robert Coyle
2303 Washington Street
Cedar Falls, IA 50613

Dear Robert Coyle,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 12/2/20 for \$392.54, as well as late fees of \$0.00 for a total amount due of \$392.54. **If no payment is received by January 15, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 21.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: ROBERT COYLE
2303 WASHINGTON STREET
CEDAR FALLS, IA 50613

INVOICE NO: 36983
DATE: 12/04/20

CUSTOMER NO: 5576/5576

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|---|------------|----------------|
| 1.00 | MOWED LAWN ON: 12/2/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16630 CODE ENFORCEMENT | 392.54 | 392.54 |
| | | | \$356.25 |
| | | | \$36.29 |

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$392.54

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/04/20 DUE DATE: 1/04/21
CUSTOMER NO: 5576/5576

NAME: COYLE, ROBERT
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 36983
TERMS: NET 30 DAYS

AMOUNT: \$392.54



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 11/23/2020 Case # 20-0560-GRSS
PROPERTY RESIDENT: Robert F Coyle
PROPERTY ADDRESS: 2303 Washington St
Property Owner Name: Robert F Coyle
Property Owner Address: 2303 Washington St
Cedar Falls, Iowa 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

NORMAL ADDITION LOT 5 BLK 15

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 11/30/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Table with 3 columns: Code Section, Nature of the Violation, Comply By

IACF 17-246(a)
Noxious Weeds

It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (*Agropyron repens*); (2) Perennial sow thistle (*Sonchus arvensis*); (3) European morning glory and field bindweed (*Convolvulus arvensis*); (4) Horse nettle (*Solanum carolinense*); (5) Leafy spurge (*Euphorbia esula*); (6) Perennial peppergrass (*Lepidium draba*); (7) Russian knapweed (*Centaurea repens*); (8) Buckthorn (*Rhamnus*, not to include *Rhamnus frangula*), and all other species of thistles belonging in genera of *Cirsium* and *Carduus*; (9) Butterprint (*Abutilon theophrasti*), annual; (10) Cocklebur (*Xanthium commune*), annual; (11) Wild mustard (*Brassica arvensis*), annual; (12) Wild carrot (*Daucus carota*), biennial; (13) Buckhorn (*Plantago lanceolata*), perennial; (14) Sheep sorrel (*Rumex acetosella*), perennial; (15) Sour dock (*Rumex crispus*), perennial; (16) Smooth dock (*Rumex altissimus*), perennial; (17) Poison hemlock (*Conium maculatum*); (18) Wild sunflower (wild strain of *Helianthus annus L.*), annual; (19) Puncture vine (*Trimbulus terrestris*), annual; (20) Teasel (*Dipsacus*), biennial; (21) Grass exceeding 12 inches in height; and (22) Wild vines or wild bushes.

12/1/2020

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Greg Rekward
Code Enforcement Officer

9/29/2020

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

| | | | | | |
|--|-------------------------------|---------------------------------------|--|-------------------------------|---|
| Parcel ID 8914-13-340-015 | | Deed Holder COYLE, ROBERT F | Tax Mail to Address COYLE, ROBERT F 2303 WASHINGTON ST CEDAR FALLS, IA 50613 | | |
| PDF No. 9 | Map Area SCDRFLS-14 | Contract Buyer | | | |
| Property Address 2303 WASHINGTON ST CEDAR FALLS, IA 50613 | | | Current Recorded Transfer | | |
| | | | Date Drawn 12/14/2007 | Date Filed 1/2/2008 | Recorded Document 2008 013364 |
| | | | Type D | | |

| SALES | | | BUILDING PERMIT | | | |
|------------|---------|--|-----------------|----------|--------|--------|
| Date | Amount | NUTC / Type | Date | Number | Amount | Reason |
| 12/14/2007 | 125,500 | NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed | 7/18/2011 | CF 20254 | 75 | Misc |
| 6/6/1984 | 62,000 | NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed | 8/6/2010 | CF 16465 | 1,700 | Roof |
| 1/29/1980 | 55,500 | NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed | 5/16/2008 | CF 11065 | 4,000 | Roof |
| | | | 8/1/1995 | CF 99 | 7,500 | Porch |

ASSESSED VALUES/CREDITS

| | | | | | | |
|----------------------------|-------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2020 Values | | | | | Class R | |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 21,020 | 122,510 | 0 | 143,530 | 0 | |
| Credits | Homestead Credit | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| | Y | | | | | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,857 | 69,107 | 0 | 80,964 | | |

| | | | | | | |
|----------------------|-------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2019 | | | | | Class R | |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 21,020 | 122,460 | 0 | 143,480 | 0 | |
| Credits | Homestead Credit | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| | Y | | | | | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,577 | 67,444 | 0 | 79,021 | | |

| | | | | | | |
|----------------------|-------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|--|
| Year 2018 | | | | | Class R | |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 21,020 | 122,460 | 0 | 143,480 | 0 | |
| Credits | Homestead Credit | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| | Y | | | | | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,964 | 69,702 | 0 | 81,666 | | |

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

| | | | | | |
|--|--------------------|----------------------|------------------|------------------|----------------|
| Tax District 910001 - CEDAR FALLS | | | | | |
| | Gross Value | Taxable Value | Levy Rate | Gross Tax | Net Tax |
| Corp | 143,480 | 79,021 | 33.14094 | \$2,618.83 | \$2,458.00 |

Item 21.

| | | | | | |
|---------------|-------------------------|-----------------------------------|------------------|---------------------------|-------------------------------------|
| Nocorp | 0 | 0 | 24.71061 | \$0.00 | |
| | Homestead Credit | Property Tax Relief Credit | Ag Credit | Family Farm Credit | Business Property Tax Credit |
| Corp | \$160.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Nocorp | | | \$0.00 | | |

ABBREVIATED LEGAL

NORMAL ADDITION LOT 5 BLK 15

LAND

| Basis | Front | Rear | Side 1 | Side 2 | Lot | Area | Acres |
|-------------------|-------|------|--------|--------|-----|------|-------|
| Front Foot | 66 | 66 | 132 | 132 | 0 | 8712 | 0.2 |
| Totals: | | | | | | 8712 | 0.2 |

DWELLING CHARACTERISTICS

| | | | | | | | | |
|--------------------------------|-------------------------------|------------------|--------------------------|--------------------------|-------------------------|---------------|-------------|--------------|
| Type | Style | | Total Living Area | | | | | |
| Single-Family / Owner Occupied | 1 1/2 Story Frame | | 1511 | | | | | |
| Year Built | Area | Heat | AC | Attic | | | | |
| 1937 | 784 | Yes | Yes | None | | | | |
| Total Rooms Above | Total Rooms Below | | Bedrooms Above | | Bedrooms Below | | | |
| 7 | 0 | | 4 | | 0 | | | |
| Basement | Basement Finished Area | | | No Basement Floor | | | | |
| Full | 0 | | | 0 | | | | |
| Foundation | Flooring | | | | | | | |
| C Blk | Carp / Vinyl | | | | | | | |
| Exterior Walls | Interior Finish | | | | | | | |
| Alum | Plas | | | | | | | |
| Roof | | | | | | | | |
| Asph / Gable | | | | | | | | |
| Non-Base Heating | Floor/Wall | Pipeless | Handfired | Space Heaters | | | | |
| 0 | | | | | | | | |
| Additions | Year Built | Style | Area | Basement (SF) | No Basement (SF) | Heat | AC | Attic |
| | 1937 | 1 Story Frame | 50 | 0 | 0 | Yes | Yes | 0 |
| | 1937 | 1 Story Frame | 128 | 0 | 0 | Yes | Yes | 0 |
| Plumbing | 1 Full Bath | Fireplace | Type | Count | < | | | |
| | 1 Toilet Room | | 1 1/2 Story Prefab | 1 | | | | |
| | | | | | Porch | Style | Area | |
| | | | | | | 1S Frame Open | 88 | |
| | | | | | Deck | Style | Area | |
| | | | | | | Wood Deck-Med | 272 | |

GARAGES

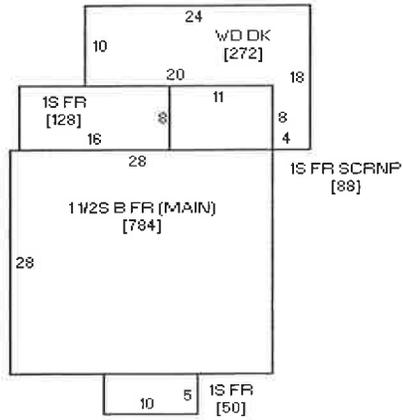
BASEMENT STALLS

| Year Built | Style | Width | Length | Area | Basement | Qtrs Over | Area | AC | None |
|------------|-----------|-------|--------|------|----------|-----------|------|----|------|
| 1955 | Det Frame | 18 | 22 | 396 | 0 | None | 0 | 0 | |

YARD EXTRAS

| Description | Year Built | Quantity | Plot No. | Extended Description |
|--------------------------------|------------|----------|----------|---|
| CONC PATIO | 1980 | 1 | | W18.00 x L10.00 180 SF, Patio - Conc / Brick, Low Pricing |
| Entry Status: Estimated | | | | |

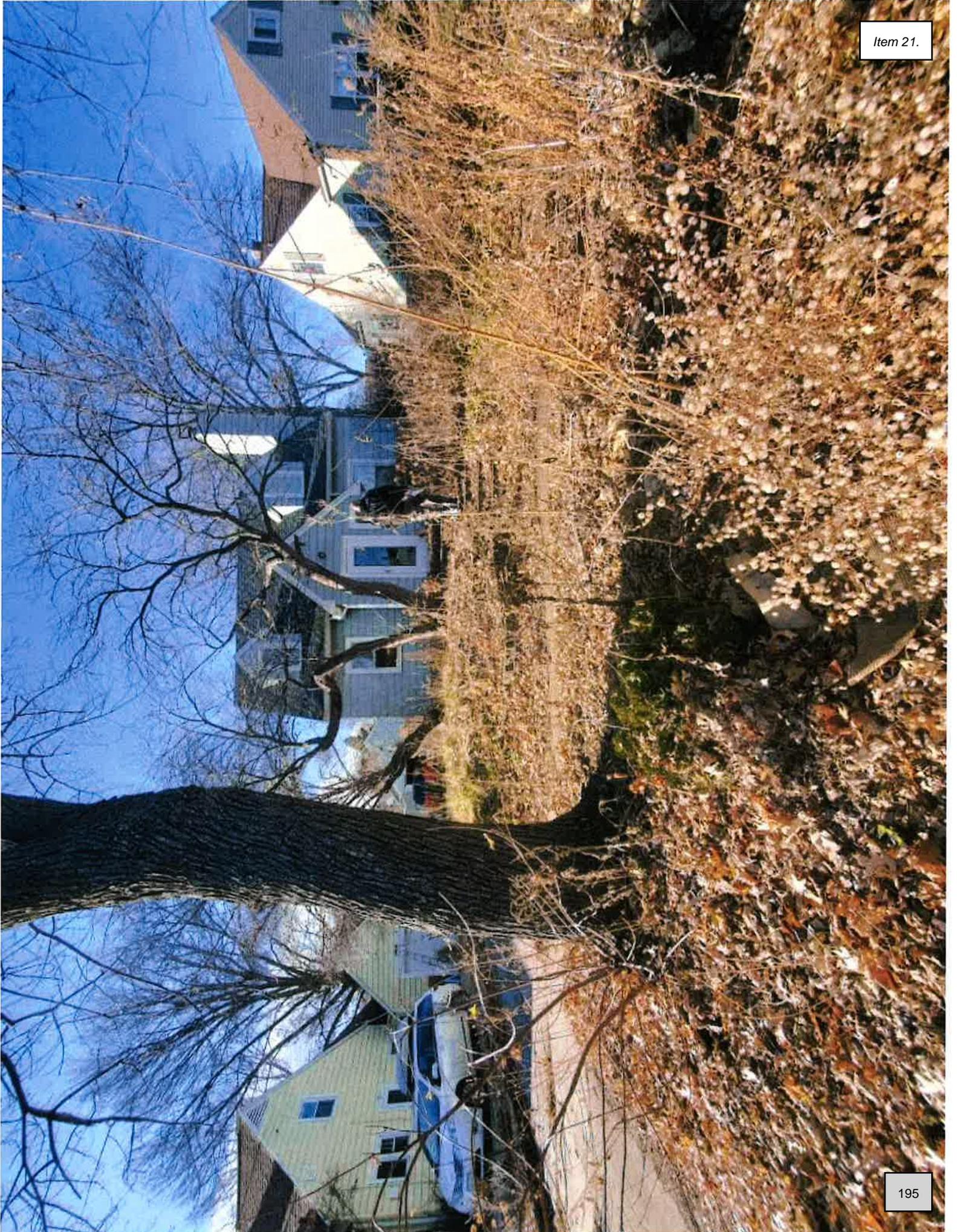
Item 21.



Date Website Last Updated: 01/15/2021















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: Honorable Mayor Green and City Council Members
FROM: Jacque Danielsen, City Clerk
DATE: February 22, 2021
SUBJECT: Resolution extending suspension of paid parking until August 1, 2021

At the February 15, 2021 City Council Committee of the Whole meeting, the majority of City Council agreed to extend the suspension of paid parking in all municipal parking lots until August 1, 2021. Because fees are set by resolution, they must also be suspended by resolution so the attached resolution will formalize the City Council's desire to suspend the paid parking fees in all municipal parking lots until August 1, 2021.

Please feel free to contact me with questions regarding this proposed resolution. Thank you.

RESOLUTION NO. _____

RESOLUTION EXTENDING THE SUSPENSION OF PAID PARKING IN MUNICIPAL PARKING LOTS IN THE CITY OF CEDAR FALLS, IOWA UNTIL AUGUST 1, 2021

WHEREAS, the COVID-19 virus has caused a widespread pandemic in the State of Iowa and across the nation and a Public Health Disaster Emergency has been declared by Governor Reynolds of the State of Iowa; and

WHEREAS, upon request of local businesses, the City Council of the City of Cedar Falls, Iowa, adopted Resolution #22,203, on December 9, 2020, suspending paid parking in municipal parking lots in the City of Cedar Falls, Iowa until April 1, 2021 in an effort to assist businesses that have been affected by the pandemic; and

WHEREAS, the City has received a request from the Community Main Street Board of Directors to extend the suspension of paid parking in municipal parking lots in the City of Cedar Falls, Iowa for an additional amount of time; and

WHEREAS, the City wishes to accommodate the request by extending the suspension of paid parking in the municipal parking lots in the City of Cedar Falls, Iowa until August 1, 2021.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the rate for paid parking in municipal parking lots, including parking permits for licensed vehicles, in the City of Cedar Falls, Iowa, shall be \$0.00 until August 1, 2021.

BE IF FURTHER RESOLVED, that all other parking enforcement operations will be unaffected and will continue per current parking regulations as outlined in the Code of Ordinances.

ADOPTED this 1st day of March, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: February 22, 2021
SUBJECT: Amendment to Deed of Dedication, McMahill First Addition

Attached to this Memorandum please find a Proposed Resolution approving amendments to the Deed of Dedication for McMahill First Addition.

You will recall that McMahill First Addition is the tract of land acquired and subdivided jointly by the City and Cedar Falls Community School District. A school, a park and other public improvements were installed there. The final plat for the subdivision was approved by Council on July 20, 2020. During the process of recording the final plat it was discovered that the Deed of Dedication that accompanied the final plat contained some errors. The Deed of Dedication contained a clause referring to a condominium regime, which was not applicable, and included some vague language related to dedication and designation of public areas.

The proposed amendment corrects these errors. Otherwise the Deed of Dedication and final plat with the amended Deed of Dedication are ratified and confirmed.

These steps are necessary so that a correct Deed of Dedication and final plat may be recorded. Staff therefore recommends approval of the Resolution.

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

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

AMENDMENT TO
DEED OF DEDICATION
FOR
MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY,
STATE OF IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls, Iowa, and the Cedar Falls Community School District (hereinafter collectively referred to as the “Owner”), state as follows:

The Owner executed that certain Deed of Dedication for McMahonill First Addition, in the City of Cedar Falls, Black Hawk County, Iowa (hereinafter referred to as the “Deed of Dedication”), on July 14, 2020, and on July 21, 2020, respectively; and

The Owner hereby amends the Deed of Dedication in the following particulars:

1. The last sentence of the first un-numbered paragraph on Page 1 of the Deed of Dedication is hereby stricken, and it is replaced with the following sentence:

“All of which is with the free consent and desire of the said Owner, and the Owner does hereby dedicate to the public, and designate and set apart for public use, the streets and drives as shown on the attached Plat, the recreational trail and public sidewalk along Arbors Drive, and the public sidewalk along Ashworth Drive, as shown on the attached Plat.”

2. Paragraph number 3 on Page 2 of the Deed of Dedication is hereby stricken in its entirety, and Paragraph numbers 4, 5 and 6 on Pages 2 and 3 of the Deed of Dedication are renumbered as Paragraph numbers 3, 4 and 5.

3. Paragraph number 11(a) on Page 5 of the Deed of Dedication is hereby stricken, and it is replaced with the following new Paragraph number 11(a):

“Tract “A” and Tract “B” ~~to be deeded~~ have been designated and set apart for public use and dedicated to the City of Cedar Falls as public road right-of-way, as set forth in this Deed of Dedication.”

4. In all other respects, the Owner does hereby ratify and confirm the provisions of the Deed of Dedication, as now amended.

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the _____ day of _____, 2021.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline K. Danielsens, City Clerk

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

This record was acknowledged before me on the _____ day of _____, 2021, by Robert M. Green as Mayor, and Jacqueline K. Danielsens as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the _____ day of _____, 2021.

THE CEDAR FALLS COMMUNITY
SCHOOL DISTRICT

By: _____
Jeff Hassman, School Board President

By: _____
_____ (printed name),
School Board Secretary

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

This record was acknowledged before me on the _____ day of _____, 2021, by Jeff Hassman as School Board President, and _____ as School Board Secretary, of the Cedar Falls Community School District.

Notary Public in and for the State of Iowa

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

AMENDMENT TO
DEED OF DEDICATION
FOR
MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY,
STATE OF IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls, Iowa, and the Cedar Falls Community School District (hereinafter collectively referred to as the “Owner”), state as follows:

The Owner executed that certain Deed of Dedication for McMahonill First Addition, in the City of Cedar Falls, Black Hawk County, Iowa (hereinafter referred to as the “Deed of Dedication”), on July 14, 2020, and on July 21, 2020, respectively; and

The Owner hereby amends the Deed of Dedication in the following particulars:

1. The last sentence of the first un-numbered paragraph on Page 1 of the Deed of Dedication is hereby stricken, and it is replaced with the following sentence:

“All of which is with the free consent and desire of the said Owner, and the Owner does hereby dedicate to the public, and designate and set apart for public use, the streets and drives as shown on the attached Plat, the recreational trail and public sidewalk along Arbors Drive, and the public sidewalk along Ashworth Drive, as shown on the attached Plat.”

2. Paragraph number 3 on Page 2 of the Deed of Dedication is hereby stricken in its entirety, and Paragraph numbers 4, 5 and 6 on Pages 2 and 3 of the Deed of Dedication are renumbered as Paragraph numbers 3, 4 and 5.

3. Paragraph number 11(a) on Page 5 of the Deed of Dedication is hereby stricken, and it is replaced with the following new Paragraph number 11(a):

“Tract “A” and Tract “B” have been designated and set apart for public use and dedicated to the City of Cedar Falls as public road right-of-way, as set forth in this Deed of Dedication.”

4. In all other respects, the Owner does hereby ratify and confirm the provisions of the Deed of Dedication, as now amended.

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the _____ day of _____, 2021.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline K. Danielsens, City Clerk

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

This record was acknowledged before me on the _____ day of _____, 2021, by Robert M. Green as Mayor, and Jacqueline K. Danielsens as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, this Amendment has been executed at Cedar Falls, Iowa, on the _____ day of _____, 2021.

THE CEDAR FALLS COMMUNITY
SCHOOL DISTRICT

By: _____
Jeff Hassman, School Board President

By: _____
_____ (printed name),
School Board Secretary

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

This record was acknowledged before me on the _____ day of _____, 2021, by Jeff Hassman as School Board President, and _____ as School Board Secretary, of the Cedar Falls Community School District.

Notary Public in and for the State of Iowa

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, Iowa 50613, (319) 273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT TO DEED OF DEDICATION FOR
MCMAHILL FIRST ADDITION AND RATIFYING AND CONFIRMING
APPROVAL OF FINAL PLAT OF MCMAHILL FIRST ADDITION

WHEREAS, the City of Cedar Falls (“City”) and Cedar Falls Community School District (“School District”) jointly purchased land in the City for development of a school, a park and other public amenities; and

WHEREAS, the City and School District undertook to subdivide the land by submitting a preliminary plat describing the subdivided land as McMahill First Addition, which preliminary plat was approved by the City Council of the City by Resolution No. 20,368, dated January 16, 2017; and

WHEREAS, public improvements were installed by the City and School District subsequent to preliminary plat approval, such public improvements being accepted and approved by City Council Resolution No. 20,057 dated July 20, 2020, which was filed with the office of the Black Hawk County Recorder on July 28, 2020, as Doc. # 2021-2116; and

WHEREAS, the final plat of McMahill First Addition was accepted and approved by City Council Resolution No. 22,058, also dated July 20, 2020; and

WHEREAS, a Deed of Dedication for McMahill First Addition in the City of Cedar Falls, Black Hawk County, State of Iowa, was executed by the City on July 14, 2020, and by the School District on July 21, 2020 (“Deed of Dedication”); and

WHEREAS, the Deed of Dedication contains errors primarily related to the designation and dedication of certain public areas; and

WHEREAS, the City and the School District wish to amend the Deed of Dedication to correct these errors; and

WHEREAS, the City and School District wish to otherwise ratify and confirm the provisions of the Deed of Dedication and further wish to ratify and approve the final plat of McMahonill First Addition with amended Deed of Dedication; and

WHEREAS, the Board of Directors of the School District has approved such amendment and such approvals and ratifications on February 22, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

1. That the Amendment to Deed of Dedication for McMahonill First Addition in the City of Cedar Falls, Black Hawk County, State of Iowa, attached hereto and incorporated herein by this reference, be and the same is 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 said Amendment for and on behalf of the City in substantially the form and content now before this meeting. The Mayor and City Clerk are hereby further 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 said Amendment as executed.

2. That the Deed of Dedication for McMahonill First Addition in the City of Cedar Falls. Black Hawk County, State of Iowa, is hereby ratified and confirmed as amended.

3. That the final plat of McMahonill First Addition is hereby ratified and approved with the Deed of Dedication as amended.

PASSED AND APPROVED this _____ day of _____, 2021.

Robert M, Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2021.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Inspections Division

TO: Honorable Mayor Robert Green and City Council

FROM: Jamie Castle, Building Official

DATE: February 24, 2021

SUBJECT: Emergent Architecture
Professional Design Services Agreement
City Hall Remodel

Attached you will find the Professional Services Agreement with Emergent Architecture and insurance documentation for design services for the City Hall Remodel Project.

In August of 2019 a Master Planning project was completed to determine how the city should move forward to efficiently utilize the available space within city hall. From this a project scope was created along with a maximum budget for the project. Once this step was completed another RFP was completed for design services to complete the project based on master plan that was developed from the August 2019 contract.

The proposed Professional Services Agreement with Emergent Architecture will provide architectural services, mechanical and electrical engineering services, and furnishing design services for the City Hall remodel. The compensation for this agreement will be a fixed fee of \$292,500. This funding will come from CIP #48 City Hall Repurpose and Remodel, which has a total dollar amount of 4,500,000 associated with it.

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with Emergent Architecture for design services of the City Hall Remodel. If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of February in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Cedar Falls, Iowa
 220 Clay Street
 Cedar Falls, IA 50613
 Telephone Number: 319.268.5189

and the Architect:
(Name, legal status, address and other information)

Emergent Architecture
 200 State St, Ste 103
 Cedar Falls, IA 50613
 Telephone Number: 319.529.3945

for the following Project:
(Name, location and detailed description)

Cedar Falls City Hall Remodel

Cedar Falls, Iowa

A remodel of City Hall is prompted by the need to update the building due to aging materials (carpets and finishes), efficient operations of staff and best use of the space available.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program as described in "Request for Proposals - CITY HALL REMODEL" issued January 11, 2021 by the City of Cedar Falls, Iowa.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Physical characteristics as described in "Request for Proposals - CITY HALL REMODEL" issued January 11, 2021 by the City of Cedar Falls, Iowa.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The project has a total budget of \$4,500,000.00. This includes construction costs, soft costs (architect fees, reimbursables), FFE, and contingency.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

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User Notes:

.1 Design phase milestone dates, if any:

Anticipated March 3, 2021 - Design Project Commencement
 Anticipated August 9, 2021 - Design Plan Completion
 Anticipated September 13, 2021 - Bid Letting

.2 Construction commencement date:

Anticipated October 25, 2021 - Construction Commencement

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding with award to a single prime General Contractor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None at time of execution.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Jamie Castle
 220 Clay Street
 Cedar Falls, IA 50613
 Telephone Number: 319.268.5189
 Email Address: jamie.castle@cedarfalls.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

City of Cedar Falls Department Staff and City Council

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

None at time of execution.

Init.

(Paragraphs Deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jesse Lizer
200 State St, Ste 103
Cedar Falls, IA 50613
Telephone Number: 319.505.0313
Email Address: Jesse@emergentarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not required for project at time of execution

.2 Mechanical/Electrical Engineer:

Bluestone Engineering
5518 NW 88th Street
Johnston, IA 50131
515.727.0700

.3 Civil Engineer:

Not required for project at time of execution

.4 Furniture Consultant:

Kirk Gross Company
4015 Alexandria Dr
Waterloo, IA 50702
319.234.6641

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at time of execution.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 Umbrella/Excess insurance with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00), written on a per occurrence basis.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a general schedule for the project. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

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have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | Architect – Review of Prior Program in Base Fee |
| § 4.1.1.2 Multiple preliminary designs | Not Provided - Additional Service |
| § 4.1.1.3 Measured drawings | Not Provided - Additional Service |
| § 4.1.1.4 Existing facilities surveys | Not Provided - Additional Service |
| § 4.1.1.5 Site evaluation and planning | Not Provided - Additional Service |
| § 4.1.1.6 Building Information Model management responsibilities | Not Provided - Additional Service |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided - Additional Service |
| § 4.1.1.8 Civil engineering | Not Provided - Additional Service |
| § 4.1.1.9 Landscape design | Not Provided - Additional Service |
| § 4.1.1.10 Architectural interior design | Architect - In Base Fee |
| § 4.1.1.11 Value analysis | Not Provided - Additional Service |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Not Provided - Additional Service |
| § 4.1.1.13 On-site project representation | Not Provided - Additional Service |
| § 4.1.1.14 Conformed documents for construction | Architect - Design in Base Fee (printing excluded) |

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| § 4.1.1.15 | As-designed record drawings | Architect - Design in Base Fee (printing excluded) |
| § 4.1.1.16 | As-constructed record drawings | Architect – Design in Base Fee (printing excluded) |
| § 4.1.1.17 | Post-occupancy evaluation | Not Provided - Additional Service |
| § 4.1.1.18 | Facility support services | Not Provided - Additional Service |
| § 4.1.1.19 | Tenant-related services | Not Provided - Additional Service |
| § 4.1.1.20 | Architect’s coordination of the Owner’s consultants | Not Provided - Additional Service |
| § 4.1.1.21 | Telecommunications/data design | Architect - In Base Fee |
| § 4.1.1.22 | Security evaluation and planning | Not Provided - Additional Service |
| § 4.1.1.23 | Commissioning | Not Provided - Additional Service |
| § 4.1.1.24 | Sustainable Project Services pursuant to Section 4.1.3 | Not Provided - Additional Service |
| § 4.1.1.25 | Fast-track design services | Not Provided - Additional Service |
| § 4.1.1.26 | Multiple bid packages | Not Provided - Additional Service |
| § 4.1.1.27 | Historic preservation | Not Provided - Additional Service |
| § 4.1.1.28 | Furniture, furnishings, and equipment design | Architect - In Base Fee |
| § 4.1.1.29 | Other services provided by specialty Consultants | Not Provided - Additional Service |
| § 4.1.1.30 | Other Supplemental Services | Not Provided - Additional Service |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See attached list of Supplemental Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached list of Supplemental Services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) monthly visit to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

Init.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

Init.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

Init.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither the Architect nor the Owner, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty, and is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Both the Owner and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Termination expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Licensing fee is calculated by combining Schematic Design, Design Development and Construction Document fees (SD-CD fee) per Sections 11.1 and 11.5 with an additional fee of fifteen percent (15%) of this SD-CD fee for continued use of the Architect's Instruments of Service for the sole use of completing only this Project. Architect's Instruments of Service may not be used for any other project.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Fee to complete the scope of work outlined in our proposal dated February 1, 2021, at the estimated construction value of \$3,600,000-\$4,000,000, is fixed at **\$292,500**.

If the budget for the constructed value increases above **\$4,000,000** and the City approves the estimate, our fee will be adjusted to 7.5% of the approved estimate.

(Paragraphs Deleted)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly per the schedule listed in 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per the schedule listed in 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%) mark-up.
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|--------------------------|-------------|-----------|-----|----|
| Schematic Design | Twenty | percent (| 20 | %) |
| Design Development | Twenty-Five | percent (| 25 | %) |
| Construction Documents | Thirty | percent (| 30 | %) |
| Procurement | Five | percent (| 5 | %) |
| Construction | Twenty | percent (| 20 | %) |
| Total Basic Compensation | One Hundred | percent (| 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

EMERGENT ARCHITECTURE HOURLY RATE TABLE:

| Employee or Category | Rate (\$0.00) |
|-----------------------------|----------------------|
| PRINCIPAL | \$175.00 |
| DIRECTOR | \$135.00 |
| LICENSED ARCHITECT | \$110.00 |
| NON-REGISTERED PROFESSIONAL | \$ 85.00 |
| INTERN / TECHNICIAN | \$ 65.00 |
| ADMINISTRATIVE | \$ 65.00 |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees (i.e. state or local plan review, code review and/or cost analysis) required by authorities having jurisdiction over the Project;
- .4 Site, boundary and/or topographic surveys, site-related studies, soil borings or other geotechnical cost;
- .5 Digital uploading, printing, reproductions, plots, and standard form documents;
- .6 Postage, handling, and delivery;
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .9 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;
- .11 Site office expenses;
- .12 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .13 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) mark-up on the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

The total cost of additional insurance requested as quoted by current insurance carrier.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5% per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

To the maximum extent permitted by law, the Client agrees to limit the Architect's liability for the Client's damages to the Architect's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A – Supplemental Services

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Robert M. Green, Mayor
(Printed name and title)

ARCHITECT (Signature)

John Jess Lizer, Principal Architect
(Printed name, title, and license number, if required)

SUPPLEMENTAL SERVICES

4.1.1.1 Programming

The thorough and systematic evaluation of the interrelated values, goals, facts and needs of a client, organization, individual users, and the surrounding community.

4.1.1.2 Multiple preliminary designs

Providing multiple, separate design schemes to illustrate variations that could be incorporated into the final design.

4.1.1.3 Measured drawings

Onsite measuring of a building or buildings for future renovation or as historic documentation, in absence of a reasonable set of building drawings, or if significant changes have been made to the building without updated architectural drawings.

4.1.1.4 Existing facilities surveys

Touring the existing building for purposes of:

- determining its compliance to current codes
- determining its structural integrity for future use
- determining the condition of systems and materials
- determining adequacy for renovation and/or expansion
- survey of furniture and equipment

At the completion of the survey, provide a report to the owner concerning these items.

4.1.1.5 Site evaluation and planning

Services to assist in site selection for a project, which may include analysis of the client's program and alternative sites, site utilization studies, and other analysis, such as planning and zoning requirements, site context, historic resources, utilities, environmental impact, and parking and circulation.

4.1.1.6 Building Information Model management responsibilities

Management of the Model, including the model origin point, file formats, storage location, naming conventions, coordination of aggregating model files, access rights, security, etc.

4.1.1.7 Development of Building Information Models for post construction use

Providing a Model of the final project to the Client for future use such as future remodeling, energy management, maintenance management, etc.

4.1.1.8 Civil engineering

The services to plan, design and oversee the physical and naturally built environment, including works such as roads, bridges, canals, dams, airports, sewerage systems, pipelines, and railways.

4.1.1.9 Landscape design

The services to plan, design, manage, and nurture the built and natural environments, including works such as parks, campuses, streetscapes, trails, plazas, and other projects that help define a “community”.

4.1.1.10 Architectural interior design

The services to plan and design how the interior of a building can meet the needs of the people who use them and identify all aspects of the interior spaces, such as doors, windows, walls, and other aesthetic features.

4.1.1.11 Value analysis

Technique used to identify the least costly combination of materials or components required to construct the building as designed, without any reduction in quality.

4.1.1.12 Detailed cost estimating beyond that required in Section 6.3

A detailed analysis of costs of construction beyond that which is included in the basic contract. This detailed estimate would break the project down by categories and provide a complete analysis of construction cost.

4.1.1.13 On-site project representation

A full-time person on the job site on all working days in addition to the contractors’ representatives.

4.1.1.14 Conformed documents for construction

Construction Documents modified to include any addenda issued during the bidding or negotiation process.

4.1.1.15 As-designed record drawings

The record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect’s Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

4.1.1.16 As-constructed record drawings

The record of the Project as constructed based on information the Contractor provides to the Owner under the contract for construction. Because the As-constructed Record Drawings will be based on the Contractor’s mark-ups, the Architect is not responsible for the accuracy or completeness of the As-constructed Record Drawings.

4.1.1.17 Post-occupancy evaluation

A survey of the building and monitor of the performance of its systems and materials after they have been in use for a pre-determined time frame.

4.1.1.18 Facility support services

Providing the client with means and measures to ensure the proper function and maintenance of the building and site after project completion.

4.1.1.19 Tenant-related services

Assisting prospective and signed tenants in the design of the build-out of their particular spaces.

4.1.1.20 Architect’s coordination of the Owner’s consultants

If the owner is providing certain consultants for the project that are not part of the architect’s services, additional work will be required to coordinate the work of the consultants.

4.1.1.21 Telecommunications/data design

Design of structured cabling solutions for voice, data, video and other low voltage needs.

4.1.1.22 Security evaluation and planning

Developing plans for security operations, using both hardware and software, for use by the owner in providing on-going security to the building and its occupants.

4.1.1.23 Commissioning

At the completion of the project’s construction, a practice that involves a formal review of all parts of a building's systems to ensure that the project meets (and will continue to meet) certain energy objectives.

4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3

Services beyond those detailed in this contract for investigating products and processes for their use in this building, specifically based on specified criteria for sustainability.

4.1.1.25 Fast-track design services

If the Owner determines that construction of the building will be accelerated, requiring construction documents to be issued in stages.

4.1.1.26 Multiple bid packages

Breaking the components of the project into specified disciplines and bidding each discipline separately, therefore, eliminating the coordination work of a general contractor.

4.1.1.27 Historic Preservation

Working with the appropriate agencies in either seeking preservation status for a building, or in working on the renovation of a building that is currently listed by the National Trust for Historic Preservation.

4.1.1.28 Furniture, furnishings, and equipment design

Work with the owner, owner’s representative(s) and employees to determine furniture, furnishing and equipment desired for the Project, including design, budget, bid procurement, installation and construction administration.

4.1.1.29 Other services provided by specialty Consultants

TBD base on the specialty Consultant.

4.1.1.30 Other Supplemental Services

TBD base on the supplemental services.

POLICY NUMBER:

**BUSINESSOWNERS
BP 04 50 Y 07 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| City Of Cedar Falls 220 Clay Street Cedar Falls IA 50613 | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

If the name of the person or organization stated above includes any architect, engineer or surveyor, the following applies:

The insurance with respect to such architects, engineers, or surveyors does not apply to "bodily injury," "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a.** The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b.** Supervisory, inspection, or engineering services.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

West Bend Mutual Insurance Company
West Bend, Wisconsin 53095

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C. With respect to the insurance afforded to these insureds, the following is added to Paragraph **D. Liability and Medical Expenses Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance;

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

If a written contract between you and the additional insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the additional insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

If no contract between you and the additional insured requires that this insurance be primary, then the coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| |
|--|
| Name Of Person Or Organization: |
| City of Cedar Falls 220 Clay Street Cedar Falls IA 50613 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Governmental Jurisdiction(s):

City of Cedar Falls
220 Clay Street
Cedar Falls IA 5613

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy and including the governmental jurisdiction(s) shown in the schedule as an additional insured does not wave any of the defenses of governmental immunity available to the jurisdiction(s) under Code of Iowa Section 670.4 as it now exists and it may be amended from time to time.

Claims Coverage

We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity

The governmental jurisdiction(s) shown in the schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the governmental jurisdiction(s) shown in the schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the governmental jurisdiction(s) shown in the schedule under this policy for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the governmental jurisdiction(s) shown in the schedule.

No Other Change in Policy

We and the governmental jurisdiction(s) shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | |
|-------------------|------------------------|-----------------|
| Endorsement | Effective Policy No. | Endorsement No. |
| Insured | | Premium |
| Insurance Company | Countersigned by _____ | |

WC 00 03 13
(Ed. 4 84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

SCHEDULE

| | | |
|--|--|----|
| Name of Person(s) or Organization(s): | City of Cedar Falls 220 Clay Street Cedar Falls IA 50613 | |
| Notice of Cancellation Other Than Nonpayment | Number of Days Notice | 30 |
| Notice of Cancellation Nonpayment of Premium | Number of Days Notice | 30 |
| Notice of Nonrenewal | Number of Days Notice | 30 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified number of Days Notice is shown above, the Notice of Cancellation and/or Notice of Nonrenewal does not apply.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: February 23, 2021
SUBJECT: Agreement for Community Housing Development Organization (CHDO) with City of Waterloo and Habitat for Humanity

In 1998, the City of Cedar Falls and the City of Waterloo entered into a HOME Investment Partnership Program Consortium Cooperation Agreement. It has been jointly extended for subsequent three-year terms since 2001. HUD requires at least 15% of HOME funds be set aside for specific activities to be undertaken by a special type of nonprofit called a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. In order to qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, and capacity and experience. Habitat for Humanity is the designated CHDO.

In federal fiscal year 2020, the HOME consortium award was \$486,672. 10% (\$48,667) of the total award is allocated to the City of Waterloo as the lead entity for many of the administrative purposes of the grant. 15% (\$73,000) is allocated to a CHDO. The remainder of an annual award is split following HUD criteria: 72% Waterloo (\$262,804), 28% Cedar Falls (\$102,201).

In the past, Cedar Falls utilized much of its HOME funds to work with Habitat for Humanity to purchase lots and build homes. However for the past six years, we have not been able to do so mostly due to the annual allocation we were receiving being fairly small to support a project. We are now in a different position. Cedar Falls currently has \$411,250 in HOME funds available. Our 2019 Consortium Agreement now provides approximately \$90,000 a year to Cedar Falls.

After a number of meetings with Habitat and Waterloo, we are pleased to bring forward an agreement whereby Habitat will be able to complete projects in Cedar Falls again. The attached Community Housing Development Organization (CHDO) Agreement outlines HOME funds to be allocated for projects such as new construction materials

(\$40,890), acquisition (\$150,378), owner occupied rehabilitation projects (\$69,980) and rehabilitation project materials (\$100,000). The agreement would run through June 2022.

Outside of this agreement, the City of Cedar Falls will continue to utilize some of the HOME funds to offer owner occupied rehabilitation projects that we have long offered through CDBG and HOME funding. Approximately \$50,000 will be available for projects.

The Department of Community Development recommends the City Council approve the attached CHDO agreement allowing Habitat for Humanity to utilize up to \$361,246 to complete a variety of projects in Cedar Falls over the next one and half years.

Please contact me with any questions. Thank you.

AGREEMENT BETWEEN THE CITY OF WATERLOO
COMMUNITY DEVELOPMENT BOARD, CITY OF CEDAR FALLS
AND
IOWA HEARTLAND HABITAT FOR HUMANITY
NEW CONSTRUCTION PROJECT
ACQUISITION, REHABILITATION, RESALE PROJECT
FOR THE USE OF
FY2021
FEDERAL HOME FUNDS

THIS AGREEMENT, entered into this ___ day of February 2021, by and between the City of Waterloo, acting by and through the Community Development Board of Waterloo (“Waterloo”), the City of Cedar Falls (“Cedar Falls”) and Iowa Heartland Habitat for Humanity, a Community Housing Development Organization (CHDO) (“Recipient”);

WHEREAS, Waterloo/Cedar Falls HOME Consortium is the recipient of Home Investment Partnership Program (HOME) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625); and

WHEREAS, Waterloo is Lead Entity acting in a representative capacity and assuming overall responsibility for ensuring compliance with the requirements of the HOME Program for and on behalf of the City of Cedar Falls, Iowa (“Cedar Falls”), which is a Consortium member pursuant to that certain Home Investment Partnership Program Consortium Cooperation Agreement dated July 15, 2019 between Waterloo and Cedar Falls (“Consortium Agreement”); and

WHEREAS, Waterloo and Cedar Falls wish to utilize HOME funds to assist the Recipient in new construction in Waterloo and Cedar Falls for sale to low income families in furtherance of said Consortium Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. PURPOSE AND SCOPE OF SERVICES:

- A. The Recipient shall construct one (1) single-family home for sale to a low-income family (<80% median income limit for Waterloo) on Calhoun Street in Waterloo.
- B. The Recipient shall perform at least one of the following activities: new construction, acquisition, reconstruction or rehabilitation of homes to low-income families (<80% median income limit for Cedar Falls) in Cedar Falls.
- C. The Recipient may use each allocation in the corresponding jurisdiction. If the Recipient is unable to use the Cedar Falls allocation in the Cedar Falls' jurisdiction it may be used in the Waterloo jurisdiction, provided Cedar Falls has consented.
- D. Development of architectural designs for the Project(s) shall be the responsibility of the Recipient, subject to written concurrence by the appropriate city.
- E. Upon request, the appropriate city shall provide technical assistance regarding bidding procedures and awarding of subcontracts under this Agreement. The Recipient shall be responsible for all bidding procedures and sub-contractual arrangements. All procedures shall be carried out in accordance with all federal, state and local standards, and shall be monitored by the appropriate city. Recipient shall submit draft bid documents to the appropriate city for review and approval prior to requesting bids.
- F. The Project(s) shall be completed in compliance with all applicable state and local building codes; and upon completion, shall be operated in compliance with all applicable state and local codes and ordinances. The Recipient agrees the funds shall be used solely for the purpose of providing affordable home ownership opportunities as detailed in Part I.1.A of this Agreement.
- G. Within 30 days after the closing of permanent financing, the Recipient shall have properly recorded in the appropriate office of the Black Hawk County Recorder any mortgage, security agreement, financing statement or restrictive covenant required by the appropriate city under this Agreement, with all recording charges being paid by the Recipient.

2. TIME OF PERFORMANCE

The Recipient shall perform according to the following schedule for projects in either city:

| <u>A. Program Element</u> | <u>Deadline</u> |
|--|--|
| 1. Execute Contract for Activities | <u>February 15, 2021</u> |
| 2. Acquisition of Property (if applicable) | <u>June 1, 2021</u> |
| 3. Advertise for Construction Bids (if applicable) | <u>N/A</u> |
| 4. Selection of Contractor (if applicable) | <u>N/A</u> |
| 5. Commitment Date | <u>To be determined</u> |
| 6. Start Date | <u>February 16, 2021</u> |
| 7. Completion Date | <u>June 30, 2022</u> |
| 8. Monitoring Period | <u>Subject to affordability -per \$ of</u> |

funds

This schedule is subject to change by mutual agreement of both parties, with the consent of Cedar Falls, in writing.

3. PROPOSED ACTIVITIES BUDGET

| | <u>Amount</u> |
|---|-------------------------|
| Total Activities Costs Lead Entity Waterloo | <u>\$73,000</u> |
| Total Activities Costs Cedar Falls | <u>\$361,246</u> |
| Total Recipient Allocation | <u>\$434,246</u> |

BUDGET Breakdown

(acquisition, basement floor, foundations, excavation, site preparation, curb/sidewalks)

| <u>Project</u> | <u>Grant</u> | <u>Match</u> |
|---|------------------|-------------------------------|
| 1. New Construction-Calhoun Street- Waterloo aside) | \$73,000 | \$18,250 (Full 15% set-aside) |
| 2. New Construction-Cedar Falls TBA | \$40,890 | \$10,223 |
| 3. Acquisition- Cedar Falls TBA | \$150,378 | \$37,595 |
| 4. Owner Occupied Rehab-Cedar Falls TBA | \$69,980 | \$0 |
| 5. Acquisition Rehabilitation- Cedar Falls TBA | <u>\$100,000</u> | <u>\$25,000</u> |
| TOTAL: W'loo-\$73,000/CF-\$361,246.00 | \$434,246 | \$121,068 |

4. COMPENSATION AND METHOD OF PAYMENT

Waterloo shall pay and the Recipient agrees to accept in full no more than **SEVENTY-THREE THOUSAND DOLLARS AND 00/100** for performance under this Agreement, and Cedar Falls shall pay and the Recipient agrees to accept in full no more than **THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND 00/100** (hereinafter "Grants") for performance under this Agreement, as follows:

- A. Requests for funds shall only be approved on a reimbursement basis. Payment will be requested for eligible obligations that have been incurred by the Recipient in carrying out the activity for which the funds have been approved in accordance with the Project budget.
- B. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual as requirements.
- C. All payments under this Agreement are subject to receipt by the appropriate city of sufficient federal funds for the HOME Investment Partnership program. HOME Investment Partnership funds shall be drawn from the U.S. Treasury by Waterloo through the Integrated Disbursement and Information System (IDIS). Waterloo shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by Waterloo as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnership funds to the appropriate city shall, at the option of the appropriate city, result in the termination, reduction or delay of HOME Investment Partnership funds to the Recipient.

5. TERMS AND CONDITIONS

- A. Neither Waterloo nor Cedar Falls shall have any responsibility or liability for the maintenance, operation or program funding for the Recipient.
- B. During the period of this Agreement, effective as of the start of the Project, the Recipient shall, at its own expense, procure and maintain all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and \$100,000 property damage. Certificates or copies of said policies, naming Waterloo and Cedar Falls as additional insureds, and providing for thirty (30) days' advance notice to Waterloo and Cedar Falls before cancellation, shall be delivered to Waterloo and Cedar Falls within ten (10) days after execution of this Agreement. A renewal certificate shall be provided to Waterloo and Cedar Falls prior to expiration of any policy. The Recipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of the Project work contemplated by this Agreement.
- C. Until at least completion of the Project(s) and ownership by the low-income family, the Recipient or successors or assigns shall, in a manner satisfactory to the appropriate city,

fulfill its stated purpose as outlined in Part I.1.A of this Agreement and provide continued affordable housing.

- D. In the event the Recipient defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given to the Recipient (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period and thereafter Recipient fails to diligently and continuously prosecute the same to completion within such 60-day period), then Waterloo may declare that the Recipient is in default hereunder and may take any one or more of the following steps, at its option:
- 1) by mandamus or other suit, action or proceeding at law or in equity, require the Recipient to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of Waterloo or Cedar Falls hereunder, or obtain damages caused to Waterloo or Cedar Falls by any such default;
 - 2) have access to and inspect, examine and make copies of all books and records of the Recipient which pertain to the Project;
 - 3) declare a default of this Agreement, make no further disbursements, and demand immediate repayment from the Recipient of any funds previously disbursed under this Agreement;
 - 4) terminate this Agreement as provided in Section 11 of Part II of this Agreement; and
 - 5) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and restrictions of the Recipient hereunder including, but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Waterloo to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

- E. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through the affordability period on each property, or until all required reports are filed, if later.
- F. The Recipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement. HOME regulations are published in 24 CFR Part 92.
- G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an independent contractor with the respect to the services to be performed under this Agreement. Waterloo and Cedar Falls shall be exempt from

payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent contractor.

- H. For homeownership activities the Recipient shall insure by deed restriction and restrictive covenant that the units remain affordable throughout the applicable affordability period, including the following provisions:
1. The housing must be single-family housing.
 2. The housing must be affordable housing. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95% of the median purchase price for the area.
 3. The housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the family throughout the affordability period.
 4. The HOME assisted housing must meet the affordability requirement for not less than the applicable period beginning after project completion. For funding less than \$15,000, the affordability period is five years; for funding from \$15,000 - \$40,000, the affordability period is 10 years; and for funding greater than \$40,000, the affordability period is 15 years.
 5. The property shall not be sold, assigned or transferred during the applicable affordability period without written concurrence of the appropriate city. But in such event, the HOME funds will follow the recapture requirements as defined in 24 CFR Part 92.254(a)(5)(ii) and in other sections as may be applicable.
- I. All housing assisted with HOME Investment Partnership funds shall be maintained in compliance with property standards defined in 24 CFR 92.251, and any locally enforceable housing standards, laws, and codes of the appropriate city. New construction must also meet the Energy Conservation Code.
- J. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable, with the type of project assisted.

6. PROGRAM PROCEEDS

The Recipient agrees that it will use any program proceeds for eligible HOME activities as described in this Agreement in compliance with applicable HOME Administrative Rules, including federal and state requirements referenced therein. (See 24 CFR, Part 92). However, funds recaptured because housing no longer meets the affordability requirements are subject to requirements in accordance with 92.503 (c).

PART II

1. PERFORMANCE AND REPORTING

- A. The Recipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Waterloo Community Development Director, 620 Mulberry Street, Suite 202, Waterloo, IA 50703. Any notice required or to be given under this Agreement shall be given by ordinary mail to the other party at the address of such party stated herein or, if none, then to the last known address of such party.
- B. Until the completion of the Project and expenditure of all HOME funds disbursed under this Agreement, the Recipient shall submit monthly reports describing progress of the Project activities by the fifteenth day of each month.
- C. Not later than June 30, 2022, the Recipient shall provide Waterloo with a certified statement of the expenditure of funds disbursed under this Agreement and the amount, date and source of project match.
- D. Following completion of the Project and throughout the term of this Agreement, the Recipient shall submit an annual report (July 1 – June 30) by August 1. The annual report shall, at a minimum, include the number of households and/or persons assisted, household size, ethnic origin, head of household by gender, household income and a narrative of project highlights. Annual reports shall also include a summary of the Project goals, the method of data collection, the program outcome, and match report.

2. OTHER REPORTS, AUDITS AND INSPECTIONS

- A. The Recipient shall promptly furnish Waterloo or HUD with such statements, records, data and information as Waterloo or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, at any time during normal business hours, the Recipient shall make available to Waterloo, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the Recipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. For projects with a grant/loan of \$750,000.00 or more in total federal expenditures, an audit report which meets the specifications set forth in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements and which discloses the expenditure of HOME funds allocated for this project, shall be submitted by October 31 of each year until and including October 31, 2021.
- D. Non-Federal entities that expend \$750,000 or more of total Federal funds, shall have a single or program specific audit report which meets the specifications set forth in in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements and which disclosed the expenditure of HOME funds allocated for this Project. Audit report shall be

submitted 30 days after completion.

- E. Non-Federal entities that expend less than \$750,000 a year in Federal Awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.
- F. The Recipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a period of five (5) years from the date of submission of the Consolidated Annual Performance and Evaluation Report (CAPER) in which the Project activity is reported for the last time.

3. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management

The requirements of applicable sections of in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements shall apply to the use of funds disbursed under the Agreement to utilize adequate internal controls, and maintain necessary source documentation costs incurred.

B. Documentation and Record Keeping

1) Records to be maintained

The Recipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and

2) Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, citizenship, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Waterloo monitors or their designees for review upon request. When determining whether a family is income eligible, subrecipients must use one of the following three definitions of "Annual Income":

- (1) "Annual income" as defined at 24 CFR 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family Assets).

- (2) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.
- (3) Annual Income as reported under the Census long-form for the most recent available decennial Census.

This definition includes: (i) Wages, salaries, tips, commissions, etc.; (ii) Self-employment income from owned non-farm business, including proprietorships and partnerships; (iii) Farm self-employment income; (iv) Interest, dividends, net rental income, or income from estates or trusts; (v) Social Security or railroad retirement; (vi) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs; (vii) Retirement, survivor, or disability pensions; and (viii) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony.

Subrecipients may use any of the three definitions of "annual income" permitted in the above paragraph of this section, to calculate adjusted income it must apply exclusions from income established at 24 CFR 5.611. The subrecipient must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the subrecipient determines that the family is income eligible. Annual income shall include income from all family members. Income or asset enhancement derived from the project or activity shall not be considered in calculating annual income. Subrecipients are not required to re-examine the family's income at the time the assistance is provided, unless more than six months has elapsed since the subrecipient determined that the family qualified as income eligible.

Such information shall be made available to city monitors or their designees for review upon request.

3) National Objectives and Eligibility

The Recipient agrees to maintain documentation demonstrating the activities carried out with funds provided under this Agreement benefit low income persons, as defined in 24 CFR 92.216 and/or 92.217.

C. Procurement

1) Compliance

In the event of termination for cause as provided in Paragraph 11 or termination for convenience as provided in Paragraph 12, a pro-rated portion of program assets (unexpended program income, property, equipment, etc.) attributable to the City's HOME investment shall revert to the appropriate city upon termination of this Agreement, as provided in Paragraphs 11 and 12 of this Agreement.

2) 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements

The Recipient shall procure materials in accordance with the requirements of in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements covering utilization and disposal of property.

D. Amendments

Waterloo or Recipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release Waterloo or Recipient from its obligations under this Agreement except to the extent stated in any amendment.

E. Certifications

By execution of this Agreement, the Recipient certified that all contractors, subcontractors, and/or eligible suppliers to be used on the Project are eligible to participate in the federal Home Investment Partnership Program (HOME), and that they are not on any debarred, suspended, or ineligible list.

4. NON-DISCRIMINATION AND AFFIRMATIVE MARKETING: (24 CFR 92.351)

No person shall be excluded from or denied the benefits of the Recipient's service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, or sexual orientation. All current and prospective project beneficiaries must, however, be person in need of the programs provided by the Recipient. The Recipient shall comply with the affirmative marketing requirements set forth in 24 CFR 92.351 if a project contains five (5) or more units.

5. SECTION 504 COMPLIANCE

The Recipient confirms that no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excused from participation in, be denied benefits of or be subjected to discrimination. This does include, but is not limited to, housing, employment and the delivery of services and programs.

6. EQUAL EMPLOYMENT OPPORTUNITY AND FAIR HOUSING

The Recipient certifies that it is an "Equal Opportunity Employer" and that it will comply with Chapter 216 (State Civil Rights) of the Iowa Code, and all applicable regulations of the U. S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action employment. Further, the Recipient shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, the Recipient shall comply with all provisions of 24 CFR 92.350, other Federal requirements and nondiscrimination.

7. SECTION 3 (24 CFR 135)

Section 3 of the Housing and Urban Development Act of 1968 requires that, recipients of HOME funds provide, to the greatest extent feasible, job training, employment and contracting opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods. The intent of Section 3 is to foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

Section 3 requirements apply to new hires only. It does not require the creation of economic opportunities for low-income persons simply for the sake of creating jobs, but requires that when jobs are generated because a project necessitates the employment of additional workers, preference be given to Section 3 qualified individuals or businesses. If the Recipient has no need for additional workers, then the Section 3 requirements do not apply, although the Recipient will have to report any existing workers that fall under Section 3 guidelines.

Section 3 residents are public housing residents or persons who live in the area where a HOME project is located and who have a household income that falls below HUD's income limits.

A **Section 3 business** is a business that is 51% or more owned by Section 3 residents; employs Section 3 residents for at least 30% of its full-time, permanent staff; or provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of an awarded contract.

The Recipient must take affirmative actions to achieve the Section 3 goals. Actions include the following:

- Including Section 3 intent in all bid advertisements;
- Requiring contractors to advertise employment opportunities locally;
- Notifying residents and businesses of economic opportunities available;
- Keeping contractors informed of their Section 3 responsibilities;
- Include the Section 3 clause in every solicitation and contract; and
- Report Section 3 results.

8. **W/MBE (24 CFR 92.351)**

The Recipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of the Agreement.

9. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION**

The Recipient shall comply with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Iowa.

10. **LEAD-BASED PAINT POISONING PREVENTION**

The Recipient shall comply with requirements of the federal regulations concerning the Lead-Based Paint Poisoning Prevention Act and HUD regulations hereunder:

- A. Department of Housing and Urban Development (24 CFR Part 35) Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, and

- B. Environmental Protection Agency (40 CFR Part 745) Lead; Requirements for Hazard Education Before Renovation of Target Housing.

11. TERMINATION OF AGREEMENT FOR CAUSE (24 CFR 85.43)

If the Recipient fails to fulfill its obligations under this Agreement in timely and proper manner, or if the Recipient violates any of the terms, agreements or stipulations of this Agreement, Waterloo shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after giving of such notice unless such default or defaults are remedied within such cure period (or sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, unless thereafter Recipient diligently and continuously prosecutes the same to completion within such 60-day period.) In the event of such termination, the Recipient shall promptly repay to Waterloo the full grant/loan amount or that portion of the amounts, which have been disbursed to the Recipient prior to such termination. In accordance with 24 CFR 85.43 this Agreement may be terminated if Recipient materially fails to comply with any term of the Agreement.

12. TERMINATION OF AGREEMENT FOR CONVENIENCE (24 CFR 85.44)

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case Waterloo and the Recipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, Waterloo determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the Recipient shall promptly repay to Waterloo the full grant/loan amount or that portion of the amount which has been disbursed to the Recipient prior to such termination.

13. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise here from.
- B. No member of the governing body of Waterloo or Cedar Falls, no officer, employee, official or agent of Waterloo or Cedar Falls, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement while in office and for one year after holding the position.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

14. INTEREST OF THE RECIPIENT

The Recipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. The Recipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Recipient.

15. GRANTOR RECOGNITION

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as HOME funded. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

16. ASSIGNABILITY

The Recipient shall not assign or transfer any interest in this Agreement without the prior written approval of Waterloo. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

17. HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless Waterloo and Cedar Falls, their officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's employees or agents during the performance of this Agreement.

18. SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, the provisions of this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

19. LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP

Neither Waterloo nor Cedar Falls shall be liable to the Recipient, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of Waterloo, Cedar Falls or the Recipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient's involvement with Waterloo or Cedar Falls.

20. FEDERAL LAWS

By virtue of the federal funding provided for under this Agreement, the Recipient and all other parties shall be bound by and adhere to all applicable laws, rules, policies, orders, and directions.

21. RESPONSIBILITY FOR PROGRAM REGULATIONS

The Recipient is responsible for all regulations contained in 24 CFR Part 92 as it may be amended from time to time. The Community Development Board shall attempt to forward copies of the updated regulations as they become available, however, the Recipient shall be ultimately responsible for securing said updates.

22. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Recipient must comply with applicable uniform administrative requirements, as described in 24 CFR Part 92.505.

23. RELIGIOUS ORGANIZATIONS

Religious organizations receiving HOME funds shall comply with 24 CFR 92.257.

24. ENFORCEMENT OF THE AGREEMENT

This Agreement shall be enforceable pursuant to the provisions of the mortgage and restrictive covenants along with all legal and equitable remedies available to the parties pursuant to local, state and federal law. Recipient shall furnish the mortgage and restrictive covenants to the participating jurisdiction, in a form acceptable to the participating jurisdiction, prior to any funds being disbursed.

25. REVERSION OF ASSETS

Recipient shall transfer to the participating jurisdiction any HOME funds on hand at the expiration of the Agreement and shall also transfer any accounts receivable attributable to the use of HOME funds.

26. RELOCATION

HOME projects involving rehabilitation, conversion, or demolition may be subject to the provisions of the Uniform Relocation Act (URA). URA relocation requirements are triggered whenever displacement occurs as a direct result of rehabilitation, demolition or acquisition for a HOME-assisted project. Section 104(d) requirements may be triggered by "demolition" or "conversion" of units when HOME funds are used. Acquisition only does not trigger Section 104(d).

27. CERTIFICATIONS

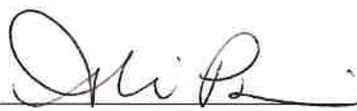
- A. Recipient certifies that Project will be completed within two (2) years of the commitment date. Completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or the rehabilitation has been completed and the project is ready for occupancy. Commitment date is the date after which Waterloo has underwritten the project, assessed the CHDO's capacity and fiscal soundness, and reviewed the CHDO's neighborhood market conditions report to ensure there is an adequate need for the HOME project.
- B. Recipient certifies they have paid staff with demonstrated development experience. HUD defines CHDO staff as paid employees who are responsible for the day-to-day operations of the CHDO. Staff does not include volunteers, board members, or consultants.
- C. Recipient certifies that any homeownership unit not sold to an eligible homebuyer within nine (9) months of construction completion must convert to a HOME-assisted rental unit and follow all HOME rental guidelines.
- D. Recipient certifies they have examined neighborhood market conditions to ensure adequate need for the project for which these funds are to be used.
- E. Recipient certifies that CHDO set-aside funds will be committed to specific projects within 24 months of the City receiving its HOME allocation.
- F. Recipient certifies that CHDO set-aside funds will be expended within five years of when the City receives its formula allocation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the February __, 2021

CITY OF WATERLOO
COMMUNITY DEVELOPMENT BOARD
620 Mulberry Street, Suite 202
Waterloo, Iowa 50703

IOWA HEARTLAND
HABITAT FOR HUMANITY
803 West 5th Street
Waterloo, Iowa 50702

BY: _____
John Chiles
Chairperson

BY:  _____
Ali Parrish
Executive Director

ATTEST:

Rudy D. Jones
Community Development Director

ATTEST:
 _____
David Deeds
Board President

CITY OF CEDAR FALLS
220 Clay St.
Cedar Falls, Iowa 50613

ATTEST:

BY: _____
Robert M. Green
Mayor

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 Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: February 18, 2021
SUBJECT: Design review of property in the Central Business District Overlay

REQUEST: Request to approve a Central Business District Overlay Site Plan for renovation of building and development of adjacent lot as outdoor patio space for the proposed restaurant

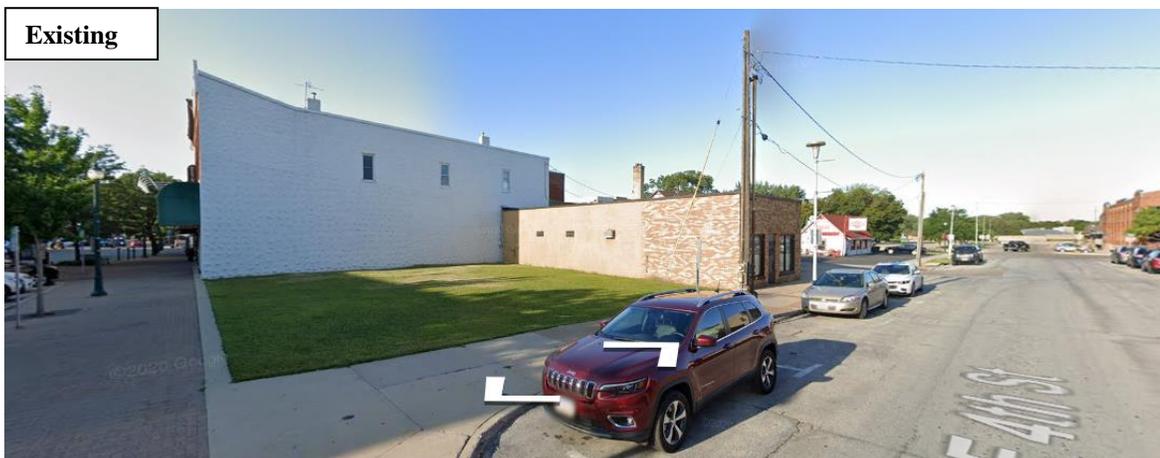
PETITIONER: Potential owner: Stone and Terrace LLC, Cory Kent

LOCATION: 108 E 4th Street

PROJECT #: DR21-001

PROPOSAL

The owner of 108 E 4th Street and the adjacent parcel to the west is requesting a site plan design review to retrofit the building with a new indoor/outdoor restaurant use. The applicant anticipates the proposed use will revive the building and its surrounding area. The property is located in the Central Business District Overlay. See current and proposed facade images below. The proposed floor plans of the building are attached.



Proposed

**BACKGROUND**

108 E 4th Street building was originally constructed in 1950. The building was used as a mechanic's garage when it was built and later used as a tire store. The adjacent lot to the west was at one time a restaurant and then, in 1934, there was a café named George's Café on the site. Around 2008, the building was demolished leaving the site vacant. The applicant proposes to improve the open lot and 108 E 4th Street building with an indoor/outdoor restaurant while restoring/maintaining the historical context of the original site.

This property is located within the C-3, Commercial District Zone (Section 26-172) and the Central Business District Overlay (CBD) (Section 26-189). The CBD requires any "substantial improvement" to an exterior façade to be reviewed by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189(f):

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

ANALYSIS

The following is an evaluation of the proposed changes according to the review standards in the Central Business District Overlay Zone:

1. **Proportion**: This criterion takes into account the relationship of the proposed horizontal elements (such as cornice lines, awnings and canopies) and vertical elements (such as windows and doors) with the elements of adjacent buildings. The applicant is proposing to retain the existing nature of building and retrofit the building with a new indoor/outdoor dining restaurant use. The proposal is to bring an industrial feel to the restaurant. A series of large openings has been proposed along the west wall of the building facing Main Street with lintel bands added over the openings. These changes are not consistent with other storefront design buildings on Main Street, but the applicant has made an

attempt to develop the facades in a manner sensitive to the original quasi-industrial use of the building, but with new window and door openings to respond to its location along Main Street.

As per code, exceptions may be allowed for buildings on corner lots where window placement should be concentrated at the corner and may be reduced along the secondary street façade and for the repurposing of buildings not originally designed as storefronts. The proportions of the proposed windows and doors are not consistent with those in the district and neighboring buildings, but an attempt has been made to align the building design with other buildings in the downtown. Since the building was designed for servicing automobiles and not as a storefront building, the applicant is requesting an exception to the window coverage requirement Section 26-189(i)(1) of the code. Staff finds that the proposed design is a good balance between honoring the history of the building and bringing more life and activity by the added window and doors facing Main Street. **Staff supports an exception to the fenestration requirement in this case.**

2. Roof shape, pitch and direction: The building's roof is not being altered: however, the applicant is proposing to finish the existing clay tile cap coping with a paint contrasting to enhance the building façade and give an appearance similar to a cornice **This criterion has been met.**
3. Pattern: The pattern of solid surfaces and openings needs to be considered in the alteration of a building. The applicant is proposing to leave most of the building's facades as is while installing new windows and doors as needed and will be creating more vertical openings along the Main Street façade. Large glass-paned garage doors with windows will be installed along the Main Street façade, which will maximize light and views into the interior space and during warmer months will allow customers to walk freely between the inside and outdoor patio area. While such garage doors would not be appropriate as replacement for traditional storefront windows, within the context of this building that does not currently have any openings on the west side and the nature of the original use of the building, they seem appropriate. The composition of existing brick pattern along with the vertical windows will create a rhythmic pattern to the building. There are different sizes of bricks used on the west wall of the building creating two patterns, since this wall of the building was originally hidden behind another building. The two patterns will be kept to retain the originality of the building, but will be painted to give a more cohesive look. The applicant is attempting to design this building similar to other buildings in downtown while making minimal changes to the building which was never intended as a storefront building. **This criterion has been met.**
4. Building Composition: The proposed project is about retrofitting the existing building and therefore will maintain the existing composition of façades. Few changes will be made to the building walls in order to retain existing building elements, reduce construction costs, and maintain the integrity of the original design. The new openings along the south and south-east walls will maintain the existing lintel and sill heights, therefore developing a composition of aligned openings. The west wall of the building is blank and will be improved with the proposed addition of a series of wider openings and doorways. In addition to the placement of openings, the openings will be taller to mimic the height of storefront windows. The multi-paned garage doors are not typical for storefront windows, lacking the large display windows with transom above, but will create a unique aspect in keeping with the original use of the building. The multi-paned grid pattern of the windows on the building is more typical of industrial and quasi-industrial buildings. The openings throughout the building will create

visual breaks in the façades. **Staff finds the proposed retrofit to be an improvement to the existing composition of the building allowing it to be adaptively re-used in a way that will enhance the environment along Main Street.**

5. Windows and transparencies: The CBD requires new storefront construction have a minimum of 70 percent of the storefront area between two and ten feet in height above the ground level to consist of clear and transparent storefront windows. Modifications to existing storefronts can maintain or expand their transparency percentage but decreasing the area is discouraged and subject to the discretion of the Planning and Zoning Commission and City Council. Exceptions may be allowed for building on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings. In the case of subject property, the applicant would like to retain the original context of the building to develop a restaurant with an industrial feel, and therefore is requesting exception to the transparency requirements. As noted above, the corner portion of the building was not designed as a storefront building, however, applicant has tried to create openings along the Main Street façade and retain most of the openings along the other facades of the building. The openings along the west and south wall of the building are approximately 47% of the wall area and south-east and east façade are 34 and 38% respectively. All the windows proposed will be clear and non-reflective. More details can be found in the attached fenestration details. **Staff finds that the changes proposed will bring the building closer to compliance with the intent of the ordinance so recommends approval of an exception to the windows coverage requirements.**

6. Materials and textures: For new construction, building materials should be compatible to the walls and roofs of buildings in the immediate area. Street-facing facades must be comprised of at least 50% brick, stone, or terra cotta. The proposed renovation work of the subject property will not include any changes in the façade materials, as the facades are already constructed of brick; however, the bricks will be painted a more subtle sea salt color which will create a new identity for the building and will address the mismatched bricks along the Main Street facade. Steel lintel bands of contrasting color will emphasize the building design. A commercial awning made of commercial grade Sunbrella fabric will project out from the south-east façade of the building and will enhance the entranceway of the building. The proposed materials are in keeping with buildings materials in the district and meet the requirements of this section. **This criterion has been met.**

7. Color: The proposed color alteration of the subject building will transform the existing brown color of the brick facade to a subtle sea salt color and will complement the facade's black iron exterior window trim. The addition of the lintel bands will create an interesting color composition. Buildings in the CBD utilize earth and neutral tones, so other colors can accent and highlight the architectural features of a building as per the code. The proposed colors are neutral and compatible with the existing colors of the district. While painting unpainted brick is discouraged in the ordinance, in this case staff feels it will enhance the façade given the mismatched brick along the Main Street façade. **This criterion has been met.**

8. Architectural features: The building is currently being used as a warehouse. The applicant proposes to use the existing industrial feel for a new proposed restaurant to allow customers to enjoy the unique industrial character of the building. The addition of architectural features, including, but not limited to, metal lintel bands, doors, windows, and other elements, while prevalent in the area, shall be considered in the alteration of a building. The proposed new

windows, projecting sign, and projecting awning are all elements that are consistent with the district and add interest to the building. **This criterion has been met.**

9. Building entries: The existing building has two entrances from W 4th Street; one entrance along the south wall of the building and the other along the south-east wall of the building. The proposed renovation will retain the southeast facing door, but will replace the existing door on the 4th Street (south façade) with a window. The main entrance to the restaurant will be covered by an awning. The entrance and awning will not directly face the street, but will project over an entrance patio space in the location where an auto service area was likely located for the original use of the building. Two additional doors will be added on the Main Street (west façade) outdoor dining area and to provide emergency exits for the restaurant. In addition, for safety purposes and building code requirement, two emergency ingress/egress points are provided in the enclosure from the outdoor patio space or restaurant. **This criterion has been met.**

10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed; **this criterion does not apply for this review.**

11. Signage: The applicant is proposing a projecting sign for the new business over the public sidewalk along W 4th Street. The proposal does not include any wall signs. Walls signs may be approved administratively according to the standards in the code if in the future the applicant wishes to install an additional signs. All projecting signs within the CBD are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk where the storefront is located, or five feet, whichever is less (Section 26-189 (j)(2)).



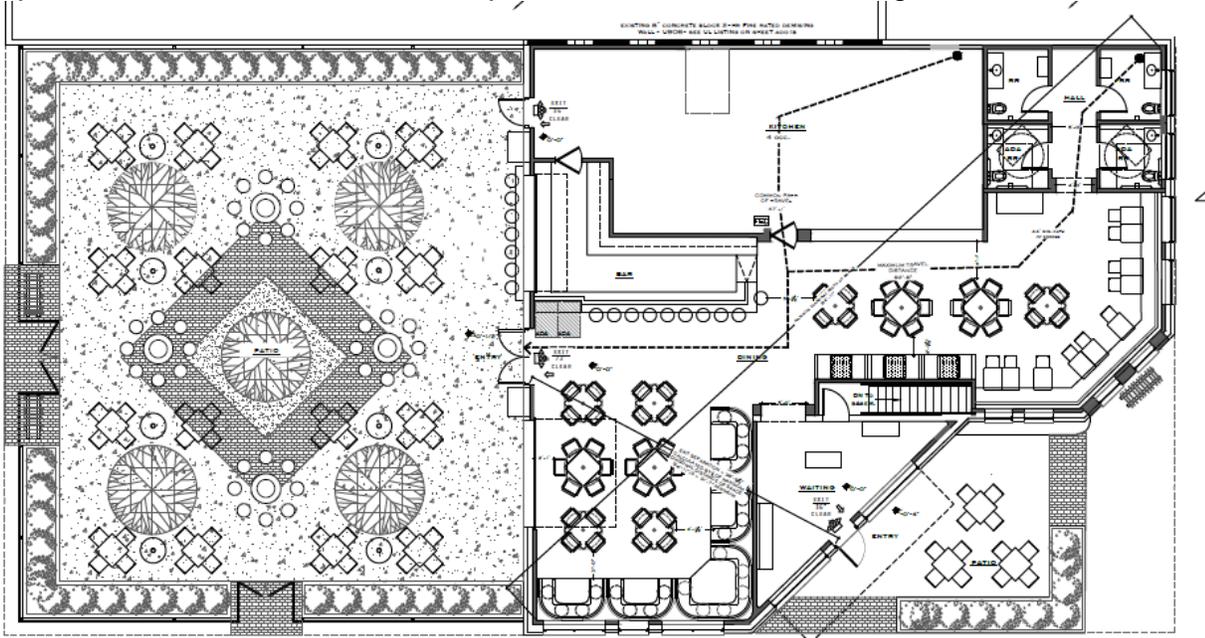
The proposed projecting sign will be placed along the south wall of the building fronting W 4th Street. The projection of sign is approximately five feet from the wall and will have clear height distance of 10 feet above the sidewalk. All projecting signs shall not exceed 40 square feet per sign face (Section 26-189 (j)). Proposed sign will be about 12 to 15 square feet in area and will be illuminated. The sign is diamond shaped with round corners and a small rectangle with rounded corners below the diamond. The sign will be supported with 2 inch square stock, blackened steel. See attached sign details (drawing A704) in the packet for more information. The proposed sign area, clear sidewalk height requirements and the projection distance all meet the city code standards. A separate sign permit will be required of the applicant or sign company before installing the proposed sign. If the signage details differ greatly from what is shown here, review and approval by both the Planning and Zoning Commission and City Council will be required. **This criterion has been met.**

12. Use: The proposed use for the subject property is for a restaurant, a use allowed as per zoning code. The adjacent western portion of the proposed site is currently used as common outdoor event space by Community Main Street, but will now be converted into outdoor patio

space for the new restaurant. Since the applicant is intending to use the space as an outdoor service area, the applicant will be required to meet the standards of City Code Sections 5-46 through 5-62. All permitting and licenses will have to be approved by City Council prior to operating the space as outdoor service area. On-site parking is not required in Downtown for principal commercial, professional office, or service business uses or facilities as per code. **This Criterion has been met.**

Outdoor Patio:

The outdoor patio area on the western portion of the proposed site is an interesting feature of the proposed design. The applicant is planning to retrofit the existing building with an indoor/outdoor dining experience in conjunction with the industrial ambience of the interior dining area. The outdoor patio is screened with planter-boxes along the west and south side of the site and will also be screened with a metal fence. The outdoor patio also includes a few tree planters in the interior area and will have heating towers to extend use of the space into the cooler months. The garage door openings in the west wall of the restaurant will provide access and a view to the patio, streets and surrounding activities.



Street furniture elements:

The applicant is proposing to add city standard bike racks on south east corner and also within the Main Street patio frontage. The racks will not be in right-of-way and therefore not obstruct pedestrian movement. In addition, the applicant will be using the same brick pavers that are used in the downtown streetscape in the patio area and southeast corner area to enhance the entry/exit points to the proposed dining restaurant and outdoor patio. The southeast corner area will also include planter-boxes and extended patio seating. This proposed furniture is not in the right-of-way and its placement will enhance the entrance to the restaurant and the southeast corner of the site.

TECHNICAL COMMENTS

City engineering staff is reviewing the bioswales proposed along the edges of the patio space to determine how these might be best designed to work with existing stormwater infrastructure in the area. The applicant will be working with the city to address these issues and construction details will be required prior to issuance of a building permit for the project.

STAFF RECOMMENDATION

Planning and Zoning Commission recommend approval of the submitted design review application for renovation of existing building located at 108 E 4th Street and development of adjacent lot to the west as indoor/outdoor patio restaurant, at their regular meeting on 24th February 2021 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of the submitted design review proposal.

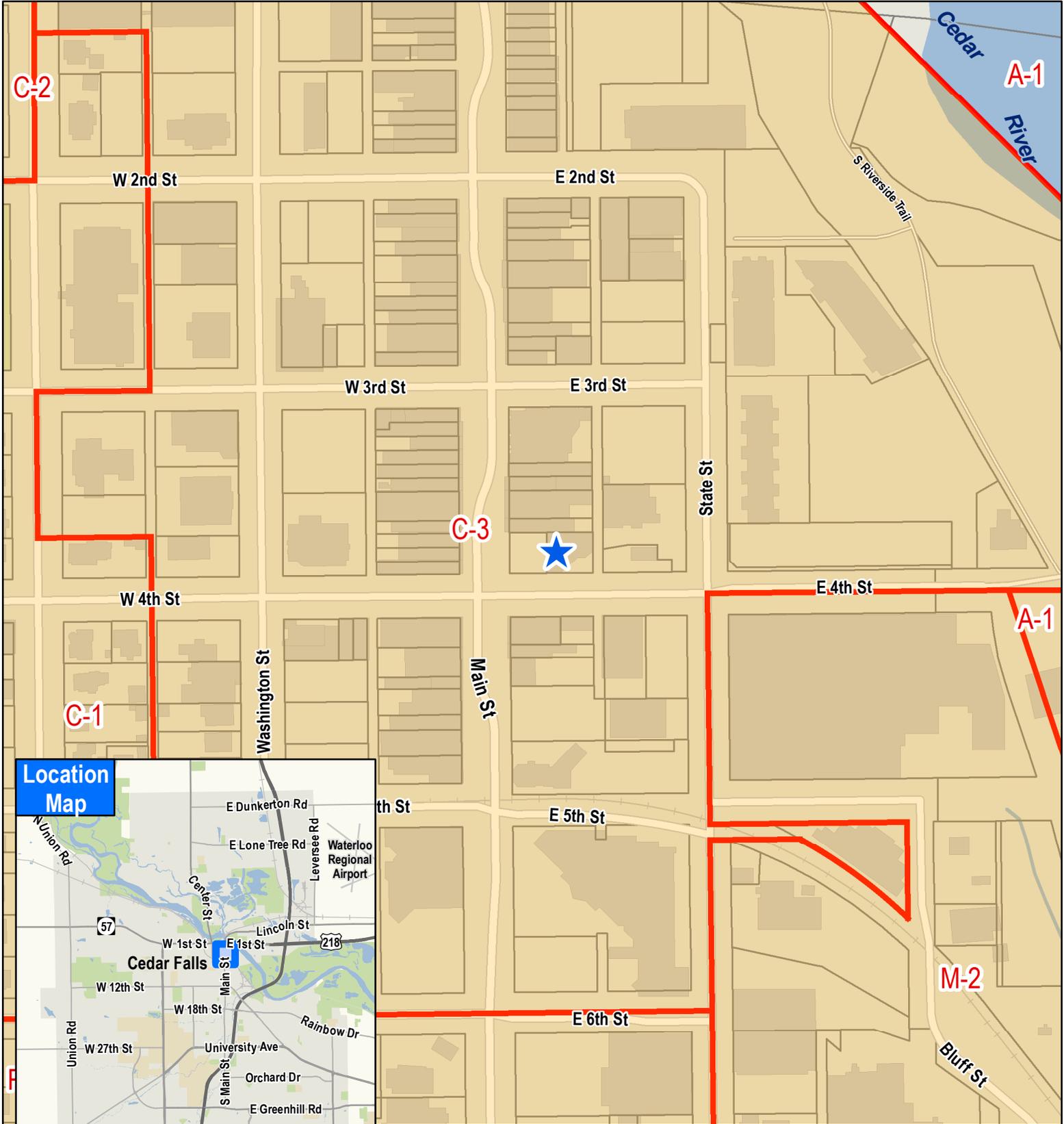
PLANNING & ZONING COMMISSION

Discussion &Vote
2/24/2021

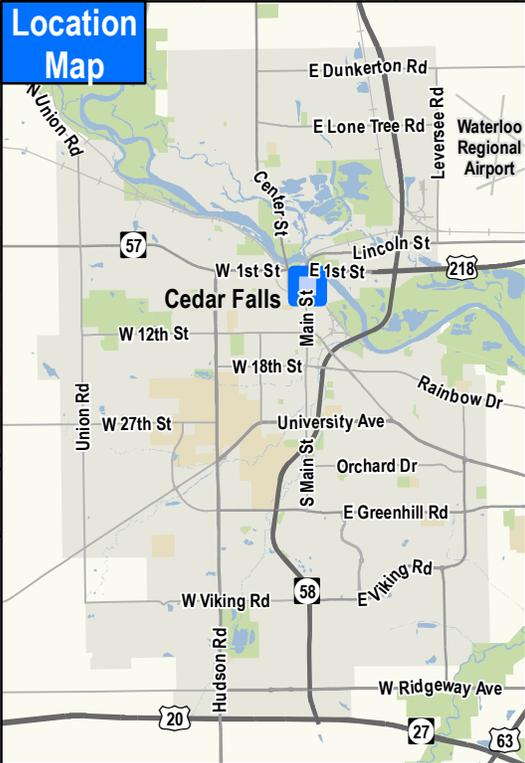
Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the building is located at 108 E 4th Street and the vacant land sits at north-east corner of 4th and Main Street. The request from the applicant is to propose indoor/outdoor restaurant at this site and idea is to utilize maximum of original structure and retrofit the use. Mr. Atodaria mentioned that this building was never designed as a storefront building and therefore which exception to fenestration requirements and painting the brick façades are being requested by the applicant. City staff is supportive of those exceptions as code allows exception for buildings which are on corner lots and were never designed as storefront building. Mr. Atodaria discussed other façade elements in detail including architectural features, proportion, color, projecting sign, outdoor patio-area, street furniture, building entries, materials, windows and transparencies, texture and composition of façade. Mr. Atodaria discussed that the proposal is likely to make a great utilization of this site and also enhance the building, its use, surrounding area and a great addition to downtown. Staff recommends discussion of the submitted design review.

Brain Wingert on behalf of Stone and Terrace LLC, stating that this proposal is more of retrofitting the use in a existing building and therefore exception to fenestration was requested. We are excited for this adaptive reuse project. Previously commission did discuss about how we can emphasize on adaptive reuse and retain the existing character of a place, and with this project we are going to do the same and pay homage to the history of the site and moreover the project will bring light to this corner, as it is not utilized for about 11 months in a year. Community Main street has a plan for Santa's workshop, so no worries on that end. Community Main Street provided us with a letter supporting our project and stating that everybody is excited for this project. We believe we meet most of the regulations and requested exception is also supported by staff, we would like to move this forward to Council if the commission does not have any concerns or comments, then we would like to get the project moving quickly. Ms. Saul did mention that the proposal looks very good. Adding to the comment, Ms. Lynch did mention that the proposal is going to be a great addition to downtown.

Ms. Saul made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Saul, Schrad and Sears), and 0 nays.



Location Map



Design Review for new Restaurant
108 E 4th Street

Smith Hanes

STUDIO

949 W MARIETTA ST NW #X-113
ATLANTA, GA 30318
TELEPHONE. 770.780.1316
SMITH@SMITHHANES.COM

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GEORGE'S LOCAL

108 E 4TH STREET
CEDAR FALLS, IA 50613

108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

| MATERIALS | | ABBREVIATIONS | | DRAWING / SHEET INDEX | | | PROJECT DIRECTORY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | <p>'A' AC OR A/CAIR CONDITIONING ARCHITECT /ENGINEER A/E ABOVE FINISH FLOOR AHU AIR HANDLING UNIT ALT ALTERNATE ALUM ALUMINUM APPROX APPROXIMATE ARCH ARCHITECTURE, ARCHITECTURAL</p> <p>'G' GA GAUGE GL GALVANIZED GR GRADE GYP GYPSUM GYP BD GYPSUM BOARD PLAS GYPSUM PLASTER</p> <p>'H' HC HOLLOW CORE HGT HEIGHT HM HOLLOW METAL HMD HOLLOW METAL DOOR HMF HOLLOW METAL FRAME HVAC HEATING, VENTILATION, AIR CONDITIONING</p> <p>'I' ID INSIDE DIAMETER INSUL INSULATION INTR INTERIOR</p> <p>'J' JAN JANITOR JST JOIST JT JOINT</p> <p>'L' LAV LAVATORY LT WT LIGHT WEIGHT</p> <p>'M' MAINT MAINTENANCE MAS MASONRY MECH MECHANICAL MFG MANUFACTURING MFR MANUFACTURER MIN MINIMUM MISC MISCELLANEOUS MO MASONRY OPENING MULL MULLION</p> <p>'N' NA NOT APPLICABLE NIC NOT IN CONTRACT NO NUMBER NRC NOISE REDUCTION COEFFICIENT NTS NOT TO SCALE</p> <p>'O' OA OVERALL OC ON CENTER OD OUTSIDE DIAMETER/ OUTSIDE DIMENSION OFF OFFICE OPNG OPENING OPH OPPOSITE HAND OPP OPPOSITE ORIG ORIGINAL OVHD OVERHEAD</p> <p>'P' PL PLATE PLAM PLASTIC LAMINATE PLAS PLYWOOD PLYWD PLYWOOD PNL PANEL PR PAIR PREFAB PREFABRICATED PREFIN PREFINISHED PRELIM PRELIMINARY PREP PREPARATION PRSRV PRESERVATIVE PT TREATED PTD PAINTED PVMT PAVEMENT</p> <p>'Q' QT QUARRY TILE</p> <p>'R' RISER / RADIUS RD ROOF DRAIN REF REFERENCE REFL REFLECTED REINF REINFORCED, REINFORCING, REINFORCEMENT REQ'D REQUIRED RM ROOM RO ROUGH OPENING</p> <p>'S' SC SOLID CORE SCHED SCHEDULE SECT SECTION SHT SHEET SIM SIMILAR SPEC SPECIFICATION SQ SQUARE SQ FT SQUARE FOOT SST STAINLESS STEEL STC SOUND TRANSMISSION CLASS</p> <p>'T' TREAD T&G TONGUE AND GROOVE TEL TELEPHONE TF TOP OF FOOTING TF TOP OF FINISH FLOOR THK THICKNESS TJ TOP OF JOINT TS TUBE STEEL TSL TOP OF SLAB TST TOP OF STEEL TW TOP OF WALL TYP TYPICAL</p> <p>'U' UNFIN UNFINISHED UNON UNLESS OTHERWISE NOTED UPS UNINTERRUPTIBLE POWER SUPPLY</p> <p>'V' VCT VINYL COMPOSITION TILE, OR VITRIFIED CLAY TILE</p> <p>'W' WEST W WITH W/O WITHOUT WC WATER CLOSET WD WOOD, WIDTH WDW WINDOW WF WIDE FLANGE WIP WROUGHT IRON WP WORKING POINT WWF WELDED WIRE FABRIC</p> | | <table border="1"> <thead> <tr> <th>DWG#</th> <th>DRAWING TITLE</th> <th>REV#</th> </tr> </thead> <tbody> <tr><td>A000</td><td>COVER SHEET, BUILDING INFO</td><td></td></tr> <tr><td>A000B</td><td>PROPOSED EXTERIOR RENDERINGS</td><td></td></tr> <tr><td>ASP1</td><td>ARCHITECTURAL PROPOSED SITE PLAN</td><td></td></tr> <tr><td>A001</td><td>LIFE SAFETY PLAN AND CODE COMPLIANCE</td><td></td></tr> <tr><td>A002</td><td>ADA NOTES AND GUIDELINES</td><td></td></tr> <tr><td>A003</td><td>ADA NOTES, CONTINUED</td><td></td></tr> <tr><td>A004</td><td>PARTITION SCHEDULES AND UL LISTINGS</td><td></td></tr> <tr><td>A004B</td><td>DOOR, WINDOW AND HARDWARE SCHEDULES</td><td></td></tr> <tr><td>A004C</td><td>DOOR & WINDOW SCHEDULE, CONT.</td><td></td></tr> <tr><td>A005</td><td>FINISH SCHEDULES</td><td></td></tr> <tr><td>A006</td><td>LIGHTING AND CEILING SCHEDULES</td><td></td></tr> <tr><td>A007</td><td>PLUMBING, FURNITURE, AND EQUIPMENT SCHEDULES</td><td></td></tr> <tr><td>A100</td><td>EXISTING AND DEMOLITION FLOOR PLAN</td><td></td></tr> <tr><td>A101</td><td>EXISTING AND DEMOLITION BASEMENT PLAN</td><td></td></tr> <tr><td>A102</td><td>EXISTING AND DEMOLITION REFLECTED CEILING PLAN</td><td></td></tr> <tr><td>A200</td><td>PROPOSED FLOOR PLAN</td><td></td></tr> <tr><td>A210</td><td>PROPOSED FURNITURE PLAN</td><td></td></tr> <tr><td>A220</td><td>PROPOSED WALL FINISH PLAN</td><td></td></tr> <tr><td>A230</td><td>PROPOSED FLOOR FINISH PLAN</td><td></td></tr> </tbody> </table> | | | DWG# | DRAWING TITLE | REV# | A000 | COVER SHEET, BUILDING INFO | | A000B | PROPOSED EXTERIOR RENDERINGS | | ASP1 | ARCHITECTURAL PROPOSED SITE PLAN | | A001 | LIFE SAFETY PLAN AND CODE COMPLIANCE | | A002 | ADA NOTES AND GUIDELINES | | A003 | ADA NOTES, CONTINUED | | A004 | PARTITION SCHEDULES AND UL LISTINGS | | A004B | DOOR, WINDOW AND HARDWARE SCHEDULES | | A004C | DOOR & WINDOW SCHEDULE, CONT. | | A005 | FINISH SCHEDULES | | A006 | LIGHTING AND CEILING SCHEDULES | | A007 | PLUMBING, FURNITURE, AND EQUIPMENT SCHEDULES | | A100 | EXISTING AND DEMOLITION FLOOR PLAN | | A101 | EXISTING AND DEMOLITION BASEMENT PLAN | | A102 | EXISTING AND DEMOLITION REFLECTED CEILING PLAN | | A200 | PROPOSED FLOOR PLAN | | A210 | PROPOSED FURNITURE PLAN | | A220 | PROPOSED WALL FINISH PLAN | | A230 | PROPOSED FLOOR FINISH PLAN | | <table border="1"> <thead> <tr> <th>OWNER</th> <th>ARCHITECT & DESIGN TEAM</th> </tr> </thead> <tbody> <tr> <td>Stone and Terrace LLC Brian Wingert & Cory Kent 2021 Main St Cedar Falls, IA 50613 319.404.4884</td> <td>SMITH HANES STUDIO MAGGIE MCBRIDE, RA 949 W. 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| A000B | PROPOSED EXTERIOR RENDERINGS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ASP1 | ARCHITECTURAL PROPOSED SITE PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A001 | LIFE SAFETY PLAN AND CODE COMPLIANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A002 | ADA NOTES AND GUIDELINES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A003 | ADA NOTES, CONTINUED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A004 | PARTITION SCHEDULES AND UL LISTINGS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A004B | DOOR, WINDOW AND HARDWARE SCHEDULES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A004C | DOOR & WINDOW SCHEDULE, CONT. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A005 | FINISH SCHEDULES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A006 | LIGHTING AND CEILING SCHEDULES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A007 | PLUMBING, FURNITURE, AND EQUIPMENT SCHEDULES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A100 | EXISTING AND DEMOLITION FLOOR PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A101 | EXISTING AND DEMOLITION BASEMENT PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A102 | EXISTING AND DEMOLITION REFLECTED CEILING PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A200 | PROPOSED FLOOR PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A210 | PROPOSED FURNITURE PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A220 | PROPOSED WALL FINISH PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A230 | PROPOSED FLOOR FINISH PLAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| BUILDING ADDRESS: 108 E 4TH STREET CEDAR FALLS, IA 50613 | ZONING: C-3, CENTRAL BUSINESS DISTRICT OVERLAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OCCUPANCY: A-2, ASSEMBLY - RESTAURANT USE | CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLERED NFPA 13 AT FIRST FLOOR LEVEL, PARTIAL BASEMENT IS NOT SPRINKLERED PER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BUILDING HEIGHT: 1 STORY / 13 FEET PROVIDED, 2 STORIES ALLOWED (COMPLIES WITH IBC 503 - TYPE IIB CONSTRUCTION) | FIRE RATINGS: PRIMARY STRUCTURAL FRAME O HR BEARING WALLS - EXTERIOR O HR BEARING WALLS - INTERIOR O HR NONBEARING WALLS - INTERIOR O HR NONBEARING WALLS - EXTERIOR O HR FLOOR CONSTRUCTION O HR ROOF CONSTRUCTION O HR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SEPARATION OF OCCUPANCIES (PER IBC 508.4 AND NFPA 101 6.1.1.4.(b)): EXISTING 2 HOUR FIRE SEPARATION PROVIDED BETWEEN TENANT A-2 RESTAURANT USE AND ADJACENT BUILDING (BUSINESS). 2 HOURS PROVIDED, 1 HOUR REQ'D PER IBC 508.4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SPRINKLER: TENANT SPACE AND ENTIRE GROUND FLOOR LEVEL / STORY TO BE FULLY SPRINKLERED (IBC 903 - NFPA 13 SYSTEM). PARTIAL BASEMENT IS NOT SPRINKLERED PER IBC 903.2.1 - SPRINKLER SYSTEM IS REQUIRED THROUGHOUT THE STORY WHERE THE FIRE AREA CONTAINING GROUP A-2 OCCUPANCY IS LOCATED AND THROUGHOUT ALL STORIES FROM THE GROUP A OCCUPANCY TO AND INCLUDING THE LEVEL OF EXIT DISCHARGE. PARTIAL BASEMENT OCCUPANCY IS SOLELY S-2 LOW HAZARD STORAGE. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIRE ALARM: NOT REQUIRED PER SECTION 907.2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQ'D PROTECTION: EXISTING VERTICAL OPENINGS IN BUILDING TO BASEMENT LEVEL ARE WITHIN TENANT AREA. EXISTING BASEMENT LEVEL IS S-2 LOW HAZARD STORAGE ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TENANT AREA: 3,554 S.F. - INTERIOR CONDITIONED AREA 3,824 S.F. - EXTERIOR PATIO AREA 3,101 S.F. - EXISTING PARTIAL BASEMENT AREA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>'J' JAN JANITOR JST JOIST JT JOINT</p> <p>'L' LAV LAVATORY LT WT LIGHT WEIGHT</p> <p>'M' MAINT MAINTENANCE MAS MASONRY MECH MECHANICAL MFG MANUFACTURING MFR MANUFACTURER MIN MINIMUM MISC MISCELLANEOUS MO MASONRY OPENING MULL MULLION</p> <p>'N' NA NOT APPLICABLE NIC NOT IN CONTRACT NO NUMBER NRC NOISE REDUCTION COEFFICIENT NTS NOT TO SCALE</p> <p>'O' OA OVERALL OC ON CENTER OD OUTSIDE DIAMETER/ OUTSIDE DIMENSION OFF OFFICE OPNG OPENING OPH OPPOSITE HAND OPP OPPOSITE ORIG ORIGINAL OVHD OVERHEAD</p> <p>'P' PL PLATE PLAM PLASTIC LAMINATE PLAS PLYWOOD PLYWD PLYWOOD PNL PANEL PR PAIR PREFAB PREFABRICATED PREFIN PREFINISHED PRELIM PRELIMINARY PREP PREPARATION PRSRV PRESERVATIVE PT TREATED PTD PAINTED PVMT PAVEMENT</p> <p>'Q' QT QUARRY TILE</p> <p>'R' RISER / RADIUS RD ROOF DRAIN REF REFERENCE REFL REFLECTED REINF REINFORCED, REINFORCING, REINFORCEMENT REQ'D REQUIRED RM ROOM RO ROUGH OPENING</p> <p>'S' SC SOLID CORE SCHED SCHEDULE SECT SECTION SHT SHEET SIM SIMILAR SPEC SPECIFICATION SQ SQUARE SQ FT SQUARE FOOT SST STAINLESS STEEL STC SOUND TRANSMISSION CLASS</p> <p>'T' TREAD T&G TONGUE AND GROOVE TEL TELEPHONE TF TOP OF FOOTING TF TOP OF FINISH FLOOR THK THICKNESS TJ TOP OF JOINT TS TUBE STEEL TSL TOP OF SLAB TST TOP OF STEEL TW TOP OF WALL TYP TYPICAL</p> <p>'U' UNFIN UNFINISHED UNON UNLESS OTHERWISE NOTED UPS UNINTERRUPTIBLE POWER SUPPLY</p> <p>'V' VCT VINYL COMPOSITION TILE, OR VITRIFIED CLAY TILE</p> <p>'W' WEST W WITH W/O WITHOUT WC WATER CLOSET WD WOOD, WIDTH WDW WINDOW WF WIDE FLANGE WIP WROUGHT IRON WP WORKING POINT WWF WELDED WIRE FABRIC</p> | | <table border="1"> <thead> <tr> <th colspan="2">SYMBOLS</th> </tr> </thead> <tbody> <tr> <td></td> <td>DETAIL NUMBER SHEET WHERE DETAIL IS DRAWN</td> </tr> <tr> <td></td> <td>WALL / BUILDING SECTION NUMBER SHEET WHERE SECTION IS DRAWN</td> </tr> <tr> <td></td> <td>DETAIL - ENLARGED PLAN AREA TO BE DETAILED OR ENLARGED</td> </tr> <tr> <td></td> <td>ELEVATION NUMBER AND KEY SHEET WHERE ELEVATION IS DRAWN</td> </tr> <tr> <td></td> <td>ELEVATION TAG ELEVATION NUMBER SHEET WHERE ELEVATION IS DRAWN</td> </tr> </tbody> </table> | | | SYMBOLS | | | DETAIL NUMBER SHEET WHERE DETAIL IS DRAWN | | WALL / BUILDING SECTION NUMBER SHEET WHERE SECTION IS DRAWN | | DETAIL - ENLARGED PLAN AREA TO BE DETAILED OR ENLARGED | | ELEVATION NUMBER AND KEY SHEET WHERE ELEVATION IS DRAWN | | ELEVATION TAG ELEVATION NUMBER SHEET WHERE ELEVATION IS DRAWN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SYMBOLS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | WALL / BUILDING SECTION NUMBER SHEET WHERE SECTION IS DRAWN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>DOOR DESIGNATION</p> <p>WINDOW/LOUVER DESIGNATION</p> <p>CEILING TAG</p> <p>ROOM NUMBER</p> <p>WALL TYPE</p> <p>NOTE TAG</p> <p>NORTH ARROW</p> <p>REVISION</p> | | <p>VICINITY MAP (NOT TO SCALE)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

COVER SHEET
AND BUILDING INFO

drawing no.

A 000

RELEASED FOR CONSTRUCTION

Smith Hanes

STUDIO

949 W MARIETTA ST NW #X-113
ATLANTA, GA 30318
TELEPHONE. 770.780.1316
SMITH@SMITHHANES.COM

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

PROPOSED EXTERIOR RENDERING

drawing no.

A 001

RELEASED FOR CONSTRUCTION



PATIO FLOORING TO BE MOSTLY STAMPED CONCRETE WITH AREAS OF BRICK PAVERS THAT MATCH CITY STANDARD DETAILS FOR PAVERS

PROPOSED WOOD PLANTERS SURROUND PATIO WITH LANDSCAPING

PROPOSED METAL RAILING AROUND COURTYARD DINING AREA THAT IS PER CITY STANDARD DETAIL

EXISTING MASONRY EXTERIOR BUILDING FINISH TO BE PAINTED, OFF-WHITE COLOR, EXACT COLOR TO BE DETERMINED

PROPOSED WALL-MOUNTED SIGNAGE ALONG 4TH STREET FACADE, ILLUMINATED

EXTERIOR FABRIC AWNING ON METAL FRAME OVER ENTRY

STEEL LINTELS OVER MASONRY OPENINGS, STEEL PAINTED BLACK
METAL WINDOWS AND DOORS TO BE BLACK IN FINISH AND COLOR



EXTERIOR WINDOW TRIM & LINTEL PAINT - BENJAMIN MOORE 2120-20 BLACK IRON



EXTERIOR FACADE PAINT - BENJAMIN MOORE CSP-95 SEA SALT

PROPOSED EXTERIOR PAINT TYPES ARE AN EXTERIOR COMMERCIAL GRADE PAINT - BENJAMIN MOORE ULTRA SPEC MASONRY ELASTOMERIC WATERPROOF PAINT OR ARCHITECT APPROVED EQUAL.

1 EXTERIOR RENDERING
SCALE: NTS



2 EXTERIOR RENDERING
SCALE: NTS

3 EXTERIOR PAINT COLORS
SCALE: NTS

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108 E 4TH

108 E 4TH STREET
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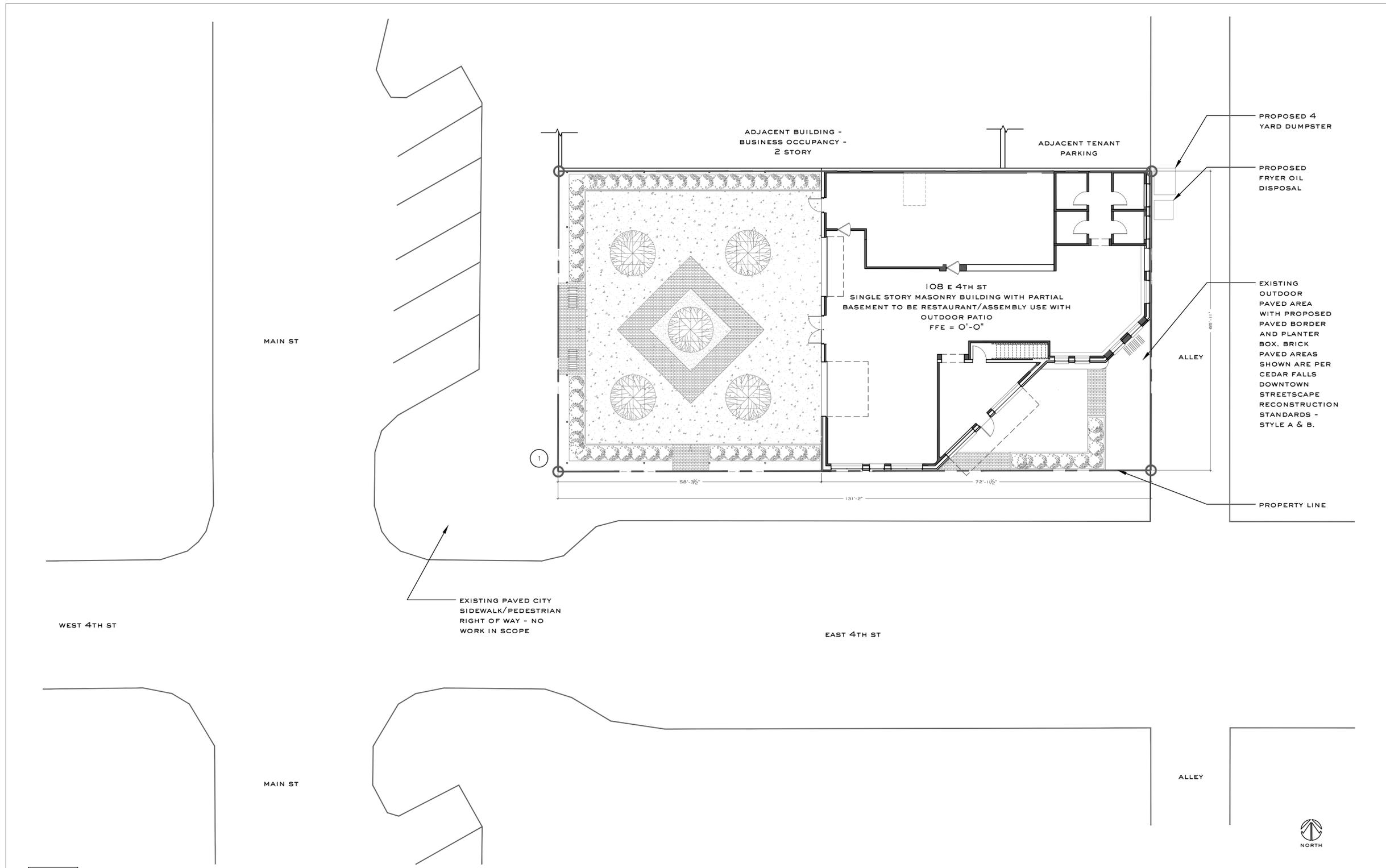
drawing name:

ARCHITECTURAL
SITE PLAN

drawing no.

A SP1

RELEASED FOR CONSTRUCTION



1 ARCHITECTURAL SITE PLAN
SCALE: 3/32" = 1'-0"

LEGEND
SCALE: NTS

xx KEY NOTES

SHEET NOTES
SCALE: NTS

KEY NOTES
SCALE: NTS

1 PATIO OVERALL AREA:
3,847.51 SQ. FT. TOTAL

PERVIOUS COVERAGE AREA:
BIOSWALE - 144.92 SQ. FT.
IN GROUND WOOD PLANTERS - 560.22 SQ. FT.
IN GROUND PLANTED TREES - 124.93 SQ. FT.
BRICK PAVERS - 527.38 SQ. FT.

1,357.45 SQ. FT. TOTAL

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

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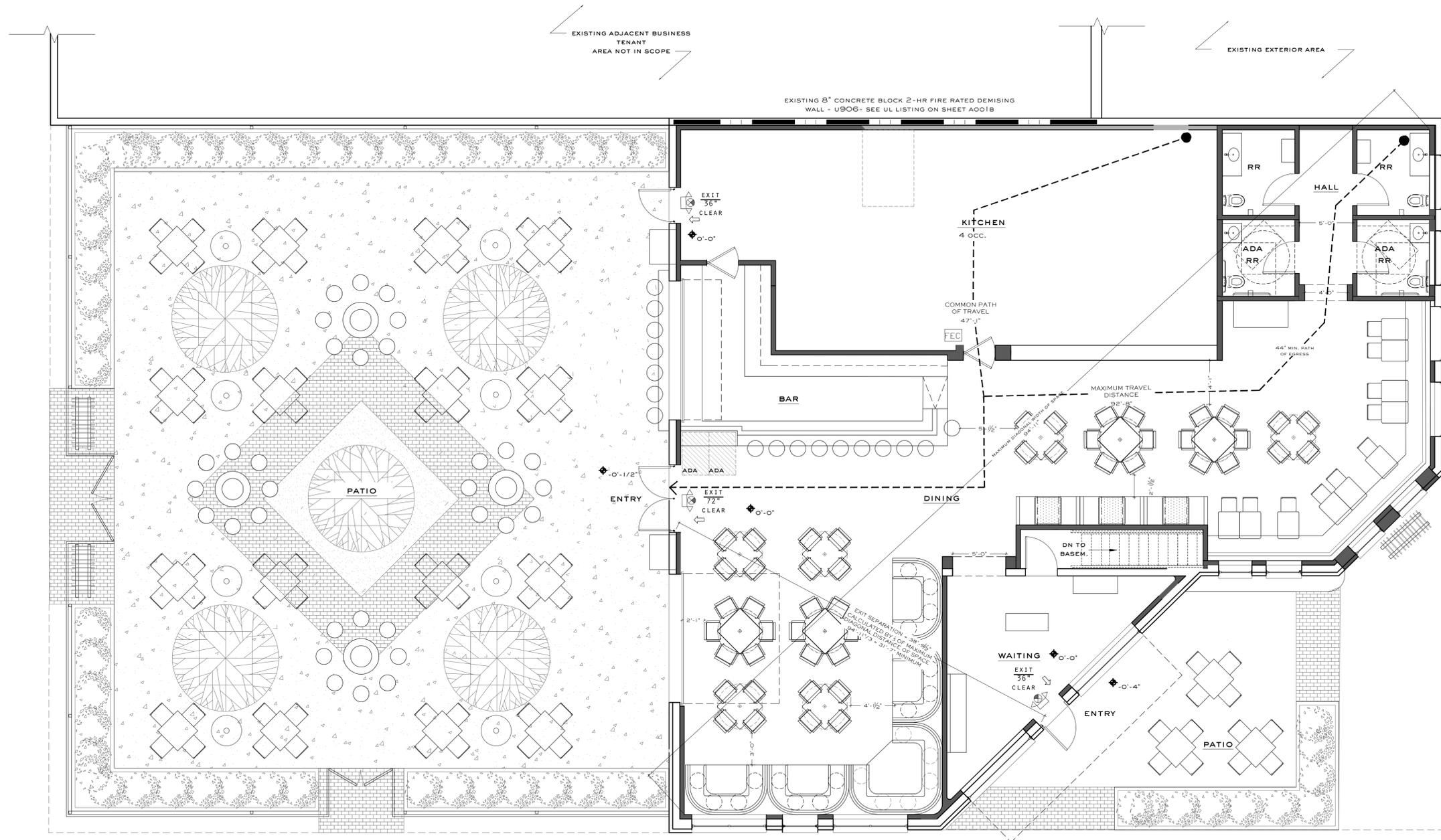
drawing name:

PROPOSED LIFE SAFETY PLAN AND CODE COMPLIANCE

drawing no.

A 001

RELEASED FOR CONSTRUCTION



I PROPOSED LIFE SAFETY FLOOR PLAN
SCALE: 3/16" = 1'-0"

PROJECT CODE SUMMARY

APPLICABLE CODES:
 (IBC) INTERNATIONAL BUILDING CODE, 2015 EDITION

CODE INFORMATION

DESCRIPTION: TENANT BUILD-OUT OF EXISTING 1 STORY MASONRY BUILDING FOR RESTAURANT / ASSEMBLY USE WITH PARTIAL BASEMENT FOR ACCESSORY STORAGE OF DRY GOODS ONLY

BUILDING: 108 E 4TH STREET, CEDAR FALLS, IOWA

ZONING: C-3 WITH CENTRAL BUSINESS OVERLAY DISTRICT

OCCUPANCY: A-2, ASSEMBLY - RESTAURANT USE

CONSTRUCTION TYPE: TYPE II-B, SPRINKLED, EXISTING DEMISING WALL IS 2 HOUR FIRE-RATED

BUILDING HEIGHT: 1 STORY WITH PARTIAL BASEMENT (COMPLIES WITH IBC 503.1.3 - TYPE II CONSTRUCTION)
 15'-1" FROM GRADE TO TOP OF STRUCTURE (UNCHANGED - COMPLIES WITH 75'-0" MAX. PER IBC 504.3)

TENANT AREA: 3,554 SF WITH 3,101 SF PARTIAL BASEMENT AND 3,824 SF PATIO AREA (COMPLIES WITH IBC 503.1.3 - TYPE II CONSTRUCTION)

OCCUPANT LOAD:

| | |
|---|------------|
| WAITING (265 SF / 15 PER OCC.) | 18 |
| TABLE & CHAIR SEATING / DINING (1,237 SF / 15 PER OCC.) | 83 |
| TABLE & CHAIR SEATING / PATIO (3,118 SF / 15 PER OCC.) | 208 |
| BOOTH SEATING / DINING (37 DSF WITH 100 FT ² / 24" PER OCC.) | 50 |
| STOOL SEATING / BAR & PATIO (1108 S.F. / 7 PER OCC.) | 15 |
| RESTROOMS / HALL (312 S.F.) | 0 |
| BASEMENT / ACCESSORY STORAGE (3,578 SF) | 0 |
| KITCHEN / BACK BAR (1,296 S.F. / 200 PER OCC.) | 7 |
| TOTAL OCCUPANTS | 381 |

EGRESS DOOR WIDTH: 3'-0" MIN. PROVIDED AT EACH EXIT (COMPLIES WITH 36" MIN. & 3B) X 0.2 IN./OCC. / 3 EXITS = 25.4" CALCULATION)

EGRESS CORN. WIDTH: 4'-0" MIN. AT RESTROOM HALL (COMPLIES WITH 44" MIN. & 3B) X 0.3 IN./OCC. / 3 EXITS = 38.1" CALCULATION)

NUMBER OF EXITS: 3 PROVIDED, 2 REQUIRED (COMPLIES WITH IBC 1015.1)

EXIT SEPARATION: 38'-9 1/2" (COMPLIES WITH IBC 1015.2.1 EXCEPTION 2, 1/2 X 94'-11" DIAGONAL = 31'-7" MIN)

MAX. TRAVEL DIST.: 92'-8" (COMPLIES WITH IBC TABLE 1015.2 WITH 250'-0" MAX.)

MAX. COMMON PATH: 47'-1"

DEAD END CORRIDOR: 20'-0" MAX. PROVIDED: 16'-1" (COMPLIES WITH IBC TABLE 1018.4)

LIFE SAFETY SUMMARY

TOTAL SQUARE FOOTAGE = 3,554 SF A-2, ASSEMBLY

| ITEM | REQ'D | PROVIDED |
|-----------------------|----------|----------|
| # OCCUPANTS | | 381 |
| EXIT STAIR WIDTH | N/A | 36" |
| EXITS | 2 | 3 |
| EXIT DOOR WIDTH | 36" | 36" |
| TRAVEL DISTANCE | 250" MAX | 92'-8" |
| COMMON PATH OF TRAVEL | 100" MAX | 47'-1" |
| DEAD END CORRIDOR | 20" MAX | 16'-1" |
| TRAVEL DISTANCE | | |

STAIR IS TO ACCESSORY STORAGE ONLY

WALL TYPE LEGEND

NEW WALL: [Solid Black Box]

EXISTING WALL: [White Box]

RATED DEMISING WALL: [Black Box with Vertical Lines]

GENERAL NOTES:

- EXIT AND EMERGENCY LIGHTING TO PROVIDE ADEQUATE ILLUMINATION AND SIGNAGE FOR DESIGNATED EXITS.
- ANY MODIFICATIONS OF ELECTRIC SYSTEM OR MECHANICAL SYSTEM TO COMPLY WITH IBC 2015 AND CITY OF CEDAR FALLS CODES AND ORDINANCES.
- THE CONTRACTOR IS RESPONSIBLE FOR SAFETY AT THE SITE, INCLUDING BUT NOT LIMITED TO MAINTAINING APPROPRIATE FIRE EXTINGUISHERS IN REQUIRED QUANTITIES DURING CONSTRUCTION.
- A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, OPERATOR, MANAGER, OR OTHER PERSON IN CONTROL, IN EVERY PUBLIC PLACE AND PLACE OF EMPLOYMENT. "NO SMOKING" SIGNS OR THE INTERNATIONAL "NO SMOKING" SYMBOL CONSISTING OF A PICTORIAL REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR CROSS IT SHALL BE POSTED.

LEGEND

FEC FIRE EXTINGUISHER

EXIT SIGNAGE WITH EMERGENCY LIGHTING

DOOR EGRESS WIDTH

| DOOR SCHEDULE | | | | | |
|--------------------|---|--------------------|-------|---------------------------------|---|
| Type | Door Info. | Location | Notes | Contact/ Source | |
| 100 | Door Type: Type A - Steel w/ Fluted Glass Exterior Entry Door | Front Entry | - | Source: Fine Forge Steel | - |
| | Door Size: 3'-0" w x 7'-5" h, VIF | | | Name: Alex Pappas | |
| | Door Material // Finish: Steel & Glass | | | Phone: 678.642.5049 | |
| | Frame Material // Finish: Blackened Steel MT1 | | | Email: alex@forgefinesteeel.com | |
| | Glass: Sunguard Neutral 78/65 with 78% VLT and 13% Reflectivity or architect / owner approved equal | | | Web: - | |
| | Hardware Set: H1 | | | - | |
| 107 | Door Type: Type B - Steel Exterior Door to Kitchen | Patio to Kitchen | - | Source: Fine Forge Steel | - |
| | Door Size: 3'-0" w x 8'-0" h, VIF | | | Name: Alex Pappas | |
| | Door Material // Finish: Blackened Steel MT1 | | | Phone: 678.642.5049 | |
| | Frame Material // Finish: Blackened Steel MT1 | | | Email: alex@forgefinesteeel.com | |
| | Glass: n/a | | | Web: - | |
| | Hardware Set: H1 | | | - | |
| 110 | Door Type: Type C - Steel + Glass Exterior Back Patio Double Door | Back Patio Entry | - | Source: Fine Forge Steel | - |
| | Door Size: 6'-0" w x 8'-0" h, VIF | | | Name: Alex Pappas | |
| | Door Material // Finish: Steel & Glass | | | Phone: 678.642.5049 | |
| | Frame Material // Finish: Blackened Steel MT1 | | | Email: alex@forgefinesteeel.com | |
| | Glass: Sunguard Neutral 78/65 with 78% VLT and 13% Reflectivity or architect / owner approved equal | | | Web: - | |
| | Hardware Set: H1 | | | - | |
| 101 | Door Type: Type D - Interior Door Trustile TS2060 | Stairs to Basement | - | Source: General Contractor | - |
| | Door Profile: OS-One Step Sticking & C-Flat Panel | | | | |
| | Door Size: 3'-0" w x 7'-0" h | | | | |
| | Door Material // Finish: White Oak Wood, Stained WD2 | | | | |
| | Frame Material // Finish: 1x4 stained wood trim, WD2 | | | | |
| | Glass: n/a | | | | |
| 101/ 102/ 104/ 105 | Door Type: Type E - Interior Door Trustile TS2060 | Restroom | - | Source: General Contractor | - |
| | Door Profile: OS-One Step Sticking & C-Flat Panel | | | | |
| | Door Size: 3'-0" w x 7'-0" h | | | | |
| | Door Material // Finish: Interior Restroom: White Oak Wood, WD1/PT4 in high gloss finish Hallway: White Oak Wood, Stained, WD2 | | | | |
| | Frame Material // Finish: Interior Restroom: 1x4 painted wood trim, WD1/PT4 in high gloss finish Hallway: 1x4 painted wood trim, WD1/PT3 in high gloss finish | | | | |
| | Glass: n/a | | | | |
| 108/ 112 | Door Type: Type F - Interior Eliason SS Double Action Door | Bar to Kitchen | - | Source: General Contractor | - |
| | Door Size: 3'-0" w x 7'-0" h | | | | |
| | Door Material // Finish: Stainless Steel | | | | |
| | Frame Material // Finish: n/a | | | | |
| | Glass: Clear, by manufacturer | | | | |
| | Hardware Set: By manufacturer | | | | |
| 111 | Door Type: Type G - Roll up Exterior Garage Door | Patio | - | Source: General Contractor | - |
| | Door Size: 16'-2" w x 9'-10" h, VIF | | | | |
| | Door Material // Finish: Blackened Steel MT1 | | | | |
| | Frame Material // Finish: Blackened Steel MT1 | | | | |
| | Glass: Tempered Double Pane Insulated Low-E Glass | | | | |
| | Hardware Set: By manufacturer | | | | |
| 109 | Door Type: Type H - Roll up Exterior Garage Door | Patio Bar | - | Source: General Contractor | - |
| | Door Size: 13'-0" w x 6'-3-1/2" h, VIF | | | | |
| | Door Material // Finish: Blackened Steel MT1 | | | | |
| | Frame Material // Finish: Blackened Steel MT1 | | | | |
| | Glass: Tempered Double Pane Insulated Low-E Glass | | | | |
| | Hardware Set: By manufacturer | | | | |

| Type | Hardware Info | Contact |
|------|---|----------------------|
| H1 | Description: Exterior Front Entry Door/Exterior Back Patio Entry Door/Exterior Patio Door to Kitchen | Source: Door Contact |
| | (2) Hand Forged Metal Pulls, finish to match door | |
| | (1) Von Duprin - #5575-NL Mortise lock exit device for double door. Provide #3215 Mortise device. | |
| | (2) Closer w/ 90 Deg hold open: Finish to match Push/Pull Bar | |
| H2 | Description: Interior Door Trustile TS2060 | Source: Door Contact |
| | HWD: Restroom side: BASICS LBIII-19 Door Lever by Forman; Satin Stainless Steel | |
| | Restroom Hallway Side: (1) push plate - Cheshire Hardware; Louis Fraser Push Plate - 74mm x 293mm (2.91" x 11.54"), Pewter finish. Provided By Smith Hanes Studio: 770-780-1316 | |
| | (1) One sided deadbolt with Occupancy Indicator - Pride Barco Lock Co.; K-300-V-ZI, Polished Zinc | |
| H3 | Description: Interior Door Trustile TS2060 | Source: Door Contact |
| | HWD: Entry side: BASICS LBIII-19 Door Lever by Forman; Gunmetal | |
| | Basement side: BASICS LBIII-19 Door Lever by Forman; Gunmetal | |
| | Provide - hinges, door stops, Door Sweeps, thresholds, etc., where required. Finish to be Pewter or Stainless Steel | |

| WINDOW SCHEDULE | | | | | |
|-----------------|---|----------|-------|---------------------------------|---|
| Tag | Window Info. | Location | Notes | Contact | |
| A | Window Type: Fixed, Steel & Glass | Exterior | - | Source: Fine Forge Steel | - |
| | Window Size: 7'-0" w x 5'-7-1/2" h | | | Name: Alex Pappas | |
| | Glass: Clear, by manufacturer | | | Phone: 678.642.5049 | |
| | Window Finish: Exterior Side: MT1, PT7 Interior Side: MT1, PT3 | | | Email: alex@forgefinesteeel.com | |
| B | Window Type: Fixed, Steel & Glass | Exterior | - | Source: Fine Forge Steel | - |
| | Window Size: 3'-4" w x 5'-7-1/2" h | | | Name: Alex Pappas | |
| | Glass: Clear, by manufacturer | | | Phone: 678.642.5049 | |
| | Window Finish: Exterior Side: MT1, PT7 Interior Side: MT1, PT3 | | | Email: alex@forgefinesteeel.com | |
| C | Window Type: Fixed, Steel & Glass | Exterior | - | Source: Fine Forge Steel | - |
| | Window Size: 8'-2-1/2" w x 5'-7-1/2" h | | | Name: Alex Pappas | |
| | Glass: Clear, by manufacturer | | | Phone: 678.642.5049 | |
| | Window Finish: Exterior/Interior Side: MT1, PT7 | | | Email: alex@forgefinesteeel.com | |
| D | Window Type: Fixed, Wood & Glass | Interior | - | Source: Fine Forge Steel | - |
| | Window Size: 3'-0" w x 1'-4" h | | | Name: Alex Pappas | |
| | Glass: Fluted Chicken Wire Glass GL2 | | | Phone: 678.642.5049 | |
| | Window Finish: 1x4 painted wood frame, Interior Restroom Side: WD1/PT4 in high gloss finish, Hallway Side: WD1/PT3 in high gloss finish | | | Email: alex@forgefinesteeel.com | |
| E | Window Type: Fixed, Steel & Glass Transom | Exterior | - | Source: Fine Forge Steel | - |
| | Window Size: 3'-0" w x 1'-9-1/2" h | | | Name: Alex Pappas | |
| | Glass: Clear, by manufacturer | | | Phone: 678.642.5049 | |
| | Window Finish: Exterior/Interior Side: MT1, PT7 | | | Email: alex@forgefinesteeel.com | |
| F | Window Type: Fixed, Steel & Glass Transom | Exterior | - | Source: Fine Forge Steel | - |
| | Window Size: 6'-0" w x 1'-9-1/2" h | | | Name: Alex Pappas | |
| | Glass: Clear, by manufacturer | | | Phone: 678.642.5049 | |
| | Window Finish: Exterior/Interior Side: MT1, PT7 | | | Email: alex@forgefinesteeel.com | |
| G | Window Type: Existing Window | Exterior | - | Source: n/a | - |
| | Window Size: n/a | | | Name: - | |
| | Glass: n/a | | | Phone: - | |
| | Window Finish: n/a | | | Web: - | |

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108 E 4TH

108 E 4TH STREET
 CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

DOOR, DOOR HARDWARE & WINDOW SCHEDULE

drawing no.

A 004b

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

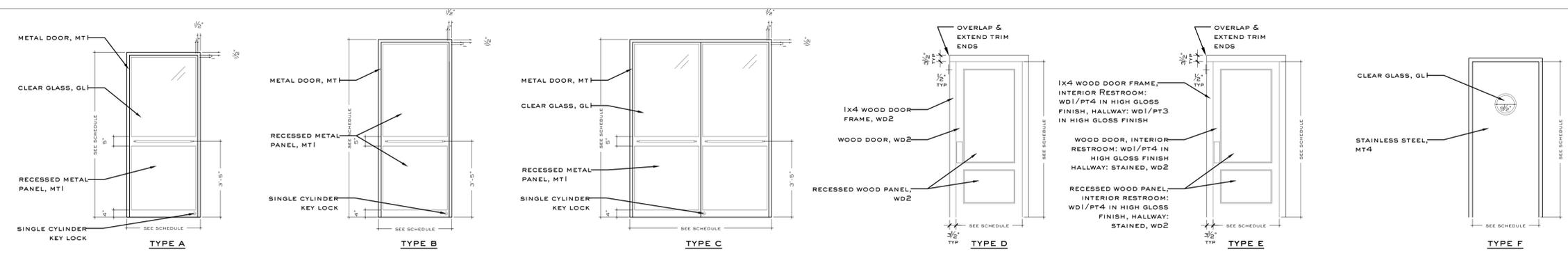
drawing name:

DOOR, DOOR HARDWARE
& WINDOW
SCHEDULE, CONT.

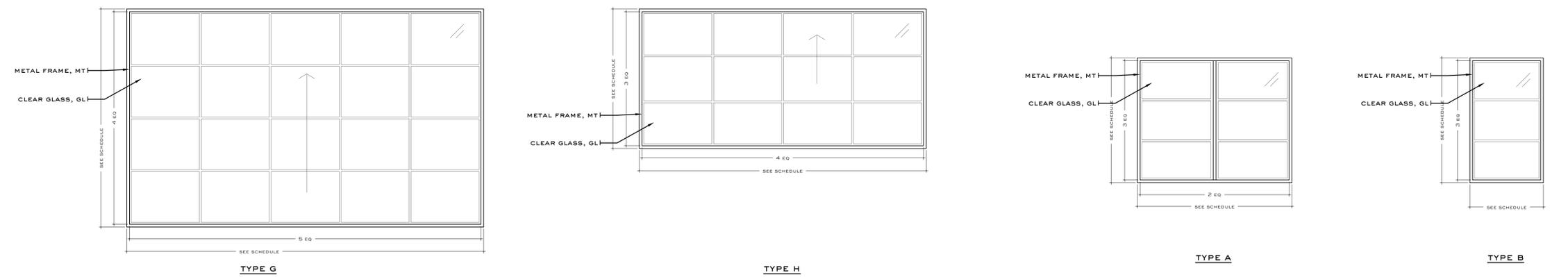
drawing no.

A 004c

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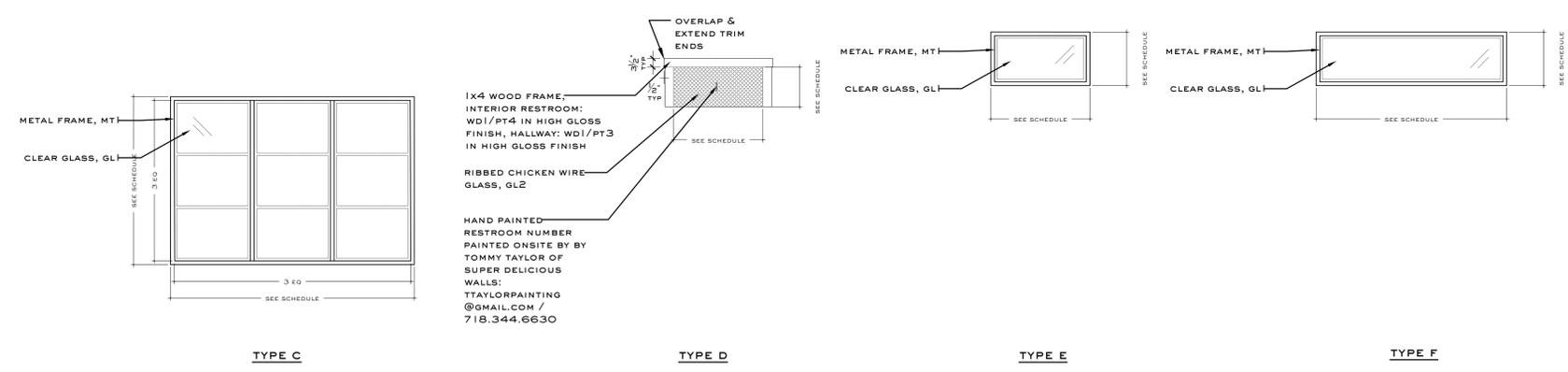


1 DOOR TYPES
SCALE: 3/8" = 1'-0"



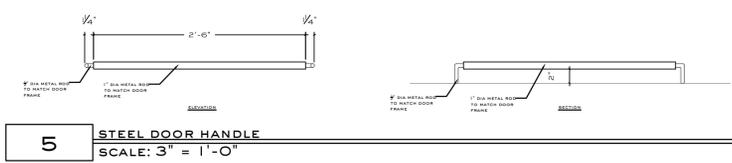
2 DOOR TYPES
SCALE: 3/8" = 1'-0"

3 WINDOW TYPES
SCALE: 3/8" = 1'-0"



ALL EXTERIOR GLAZING TO BE SUNGUARD
NEUTRAL 78/65 WITH 78% VLT AND 13%
REFLECTIVITY OR ARCHITECT / OWNER
APPROVED EQUAL.

4 WINDOW TYPES
SCALE: 3/8" = 1'-0"



5 STEEL DOOR HANDLE
SCALE: 3" = 1'-0"

| FINISH SCHEDULE | | | |
|-----------------|---|--|--|
| Tag | Finish Info. | Notes | Contact |
| BR1 | Description: Brick Pavers | 4x8 carbon black brick paver in running bond pattern, per Cedar Falls city paver requirements | Source: General Contractor |
| | Mfr: - | | |
| | Series: - | | |
| CO1 | Description: Exisiting Concrete | - | Source: General Contractor |
| | Mfr: - | | |
| | Series: - | | |
| CO2 | Description: Stamped Concrete | - | Source: General Contractor |
| | Mfr: - | | |
| | Series: - | | |
| CO3 | Description: Board Formed Concrete | - | Source: General Contractor |
| | Mfr: - | | |
| | Series: - | | |
| CO4 | Description: Concrete Counterop | - | Source: General Contractor |
| | Mfr: - | | |
| | Series: - | | |
| FBK1 | Description: Red Vinyl | - | Name: Mario |
| | Mfr: Kravet | | Phone: 404-816-7941 |
| | Series: Seabiscuit | | Email: contract@kravet.com |
| FBK2 | Description: Blue Vinyl | - | Source: burchfabrics.com |
| | Mfr: Burch | | |
| | Series: Glaze | | |
| FBK3 | Description: Green Vinyl | - | Name: Mario |
| | Mfr: Kravet | | Phone: 404-816-7941 |
| | Series: Frankel | | Email: contract@kravet.com |
| FBK4 | Description: Canvas | - | Name: Win Collier |
| | Mfr: Found | | Phone: 404.281.4083 |
| | Series: Surplus Army Navy Tarp | | Email: win@smithhanes.com |
| FL1 | Description: Epoxy Floor | Install per manufactureres recommended installation and provide all adhesives, trims, transition stripe, etc, uon | Name: Ryan Jacobs |
| | Mfr: Protect All | | Phone: 888.832.8842 |
| | Series: Wet Area System - Epoxy Flooring | | Email: rjacobs@protect-allflooring.com |
| FRP1 | Description: Fiberglass Reinforced Plastic | - | Source: marlite.com |
| | Mfr: Marlite | | |
| | Series: Standard FRP; Pebbled Surface | | |
| GL1 | Description: Clear Glass | Source thickenss as required or is most suitable for application, unless otherwise noted. | Source: General Contractor |
| | Mfr: - | | |
| | Thickness: See Notes | | |
| GL2 | Description: Ribbed Chicken Wire Glass | - | Source: Fabricator |
| | Mfr: Olde Good Glass | | |
| | Series: Ribbed Chicken Wire Glass | | |
| GL3 | Description: Ribbed Glass | - | Source: Fabricator |
| | Mfr: Olde Good Glass | | |
| | Series: Ribbed Glass | | |
| MT1 | Description: Metal - Blackened Steel | - | Source: General Contractor |
| | Mfr: N/A | | |
| | Finish: Varies - See Drawings | | |
| MT2 | Description: Zinc | - | Source: General Contractor |
| | Mfr: N/A | | |
| | Finish: Varies - See Drawings | | |
| MT3 | Description: Metal Base - Schluter | Size to be determined in field & with tile. GC to provide in-corner pieces, connectors, etc. verify size with final tile thickenss | Web: www.schluter.com |
| | Mfr: Schluter | | |
| | Name/Model: AHK | | |
| MT4 | Description: Stainless Steel | - | Source: General Contractor |
| | Mfr: N/A | | |
| | Finish: Varies - See Drawings | | |
| PL1 | Description: Plaster | contractor to provide drywall with a level 4 finish. | Name: Tommy Taylor |
| | Mfr: Superdelicious Walls | | Phone: 718.344.6630 |
| | Color: Carcoal Gray | | Email: ttaylorpainting@gmail.com |
| PT1 | Description: Interior Grade Paint | Following paint finishes are typical, uon: | Web: www.benjaminmoore.com |
| | Mfr: Sherwin Williams | | Walls - Eggshell |
| | Color: 7593 Rustic Red | | Ceilings - Flat |
| PT2 | Description: Interior Grade Paint | Trim - Semi-Gloss | Web: www.benjaminmoore.com |
| | Mfr: Benjamin Moore | | Metals - Semi-Gloss |
| | Color: 497 Shady Lane | | Millwork - Gloss Lacquer |
| PT3 | Description: Interior Grade Paint | | Web: www.benjaminmoore.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 6685 Trinket | | |
| PT4 | Description: Interior Grade Paint | | Web: www.sherwinwilliams.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 7008 Alabaster | | |
| PT5 | Description: Interior Grade Paint | | Web: www.sherwinwilliams.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 6258 Tricorn Black | | |
| PT6 | Description: Exterior Grade Paint | Exterior grade commercial paint, benjamin moore ultra spec masonry elastomeric waterproof paint or architect approved equal. | Web: www.benjaminmoore.com |
| | Mfr: Benjamin Moore | | |
| | Color: CSP-95 Sea Salt | | |
| PT7 | Description: Exterior Grade Paint | Exterior grade commercial paint, benjamin moore ultra spec masonry elastomeric waterproof paint or architect approved equal. | Web: www.benjaminmoore.com |
| | Mfr: Benjamin Moore | | |
| | Color: 2120-20 Black Iron | | |
| RB-1 | Description: Vinyl Rubber Base | Epoxy all gaps between vinyl rubber base and existing concrete to ensure seamless cove transition | Source: www.johnsonite.com |
| | Mfr: Johnsonite | | |
| | Series: Tightlock | | |
| ST1 | Description: Silestone | | Source: https://www.cosentino.com/usa/ |
| | Mfr: Coesntino | | |
| | Series: Silestone Eternal | | |
| ST2 | Description: Quartz | | Source: caesarstone.com |
| | Mfr: Caesarstone | | |
| | Series: Pure White | | |
| T1 | Description: Glazed Brick Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Maison Patina | | Name: Ryan Cottrill |
| | Color: White Gloss | | Phone: 503.525.0600 |
| T2 | Description: White Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Crema Glossy | | Phone: 503.525.0600 |
| T3 | Description: Green Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Army Green Glossy | | Phone: 503.525.0600 |
| T4 | Description: Green Ceramic Bullnose | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Army Green Glossy | | Phone: 503.525.0600 |
| T5 | Description: Black Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Black Glossy | | Phone: 503.525.0600 |
| T6 | Description: Black Ceramic Bullnose | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Black Glossy | | Phone: 503.525.0600 |
| WD1 | Description: Paint Grade Wood | | Source: General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |
| WD2 | Description: Dark Stained Wood | Source: Millwoker / General Contractor | Source: Millwoker / General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |
| WD3 | Description: Light Stained Wood | Source: Millwoker / General Contractor | Source: Millwoker / General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |

| | | | |
|------|--|--|--|
| PT3 | Description: Interior Grade Paint | | Web: www.benjaminmoore.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 6685 Trinket | | |
| PT4 | Description: Interior Grade Paint | | Web: www.sherwinwilliams.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 7008 Alabaster | | |
| PT5 | Description: Interior Grade Paint | | Web: www.sherwinwilliams.com |
| | Mfr: Sherwin Williams | | |
| | Color: SW 6258 Tricorn Black | | |
| PT6 | Description: Exterior Grade Paint | Exterior grade commercial paint, benjamin moore ultra spec masonry elastomeric waterproof paint or architect approved equal. | Web: www.benjaminmoore.com |
| | Mfr: Benjamin Moore | | |
| | Color: CSP-95 Sea Salt | | |
| PT7 | Description: Exterior Grade Paint | Exterior grade commercial paint, benjamin moore ultra spec masonry elastomeric waterproof paint or architect approved equal. | Web: www.benjaminmoore.com |
| | Mfr: Benjamin Moore | | |
| | Color: 2120-20 Black Iron | | |
| RB-1 | Description: Vinyl Rubber Base | Epoxy all gaps between vinyl rubber base and existing concrete to ensure seamless cove transition | Source: www.johnsonite.com |
| | Mfr: Johnsonite | | |
| | Series: Tightlock | | |
| ST1 | Description: Silestone | | Source: https://www.cosentino.com/usa/ |
| | Mfr: Coesntino | | |
| | Series: Silestone Eternal | | |
| ST2 | Description: Quartz | | Source: caesarstone.com |
| | Mfr: Caesarstone | | |
| | Series: Pure White | | |
| T1 | Description: Glazed Brick Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Maison Patina | | Name: Ryan Cottrill |
| | Color: White Gloss | | Phone: 503.525.0600 |
| T2 | Description: White Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Crema Glossy | | Phone: 503.525.0600 |
| T3 | Description: Green Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Army Green Glossy | | Phone: 503.525.0600 |
| T4 | Description: Green Ceramic Bullnose | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Army Green Glossy | | Phone: 503.525.0600 |
| T5 | Description: Black Ceramic Tile | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Black Glossy | | Phone: 503.525.0600 |
| T6 | Description: Black Ceramic Bullnose | See elevations and details for tile configuration | Source: Design Direct Source |
| | Series: Santos Heritage | | Name: Ryan Cottrill |
| | Color: Black Glossy | | Phone: 503.525.0600 |
| WD1 | Description: Paint Grade Wood | | Source: General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |
| WD2 | Description: Dark Stained Wood | Source: Millwoker / General Contractor | Source: Millwoker / General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |
| WD3 | Description: Light Stained Wood | Source: Millwoker / General Contractor | Source: Millwoker / General Contractor |
| | Species: Oak | | |
| | Sizes: Varies, See Plans/Elevations/ Details | | |

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

FINISH
SCHEDULE

drawing no.

A 005

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notes:

job number:

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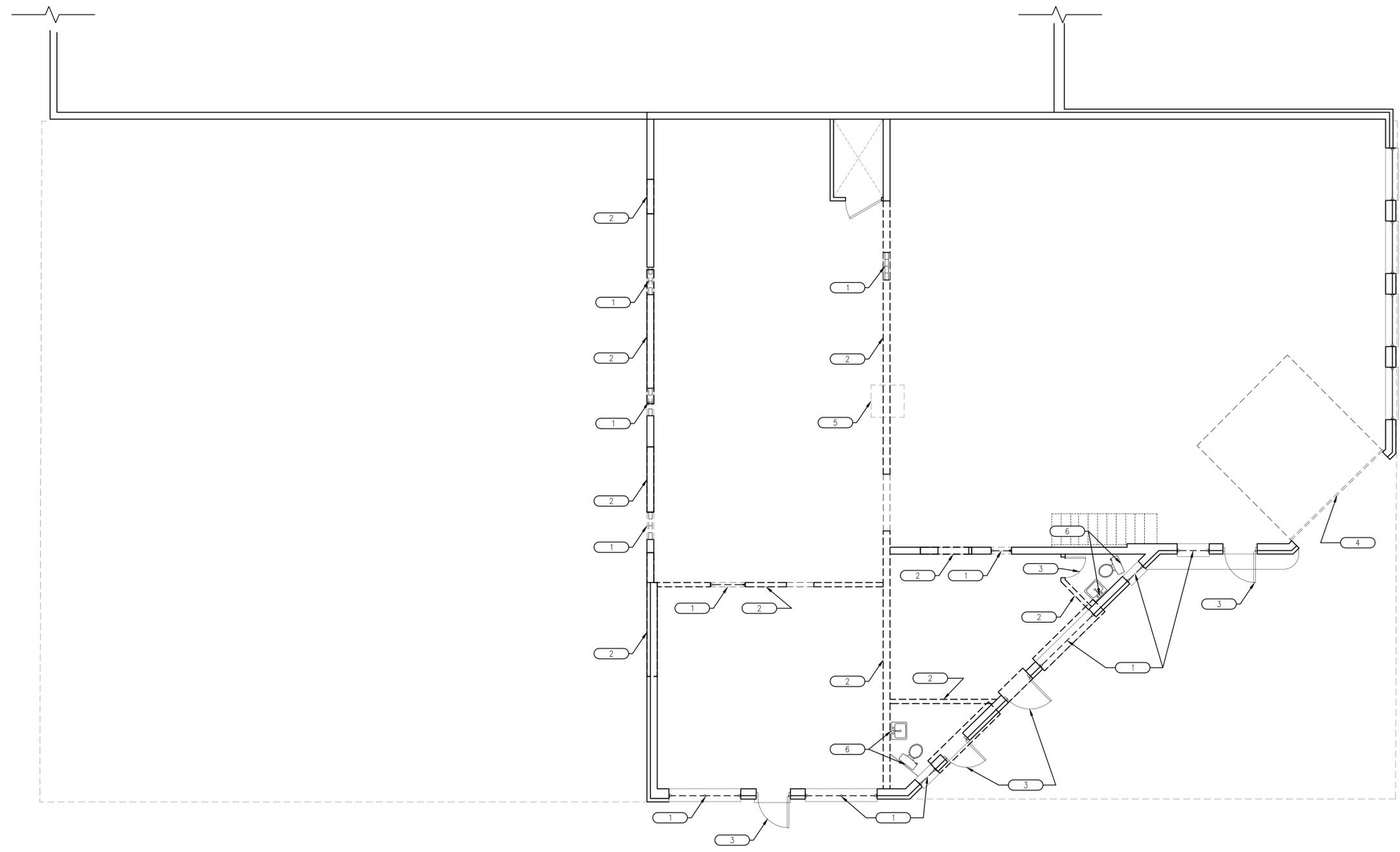
drawing name:

EXISTING CONDITIONS AND DEMOLITION FLOOR PLAN

drawing no.

A 100

RELEASED FOR CONSTRUCTION



I EXISTING CONDITIONS AND DEMOLITION FLOOR PLAN
SCALE: 3/16" = 1'-0"

LEGEND
SCALE: NTS

| | |
|--|-------------------------------------|
| | ELEVATION TAG |
| | WINDOW TAG. SEE SCHEDULES |
| | DOOR TAG. SEE SCHEDULES |
| | PLUMBING FIXTURE TAG. SEE SCHEDULES |
| | TOILET ACCESSORY TAG. SEE SCHEDULES |
| | KEY NOTES |

SHEET NOTES
SCALE: NTS

A. REFERENCE SHEETS FOR SCHEDULES
B. PROVIDE BLOCKING IN CEILING AND/OR WALLS AS REQUIRED FOR CEILING / WALL MOUNTED MILLWORK, EQUIPMENT, TOILET & DECORATIVE ACCESSORIES, ETC.

KEY NOTES
SCALE: NTS

| TAG | DESCRIPTION |
|-----|------------------------------------|
| 1 | REMOVE EXISTING WINDOW AND FRAME |
| 2 | REMOVE PORTION OF WALL |
| 3 | REMOVE EXISTING DOOR AND FRAME |
| 4 | REMOVE EXISTING GARAGE DOOR |
| 5 | REMOVE EXISTING CHIMNEY |
| 6 | REMOVE EXISTING PLUMBING ROUGH INS |

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CEDAR FALLS, IA 50613

notes:

job number:

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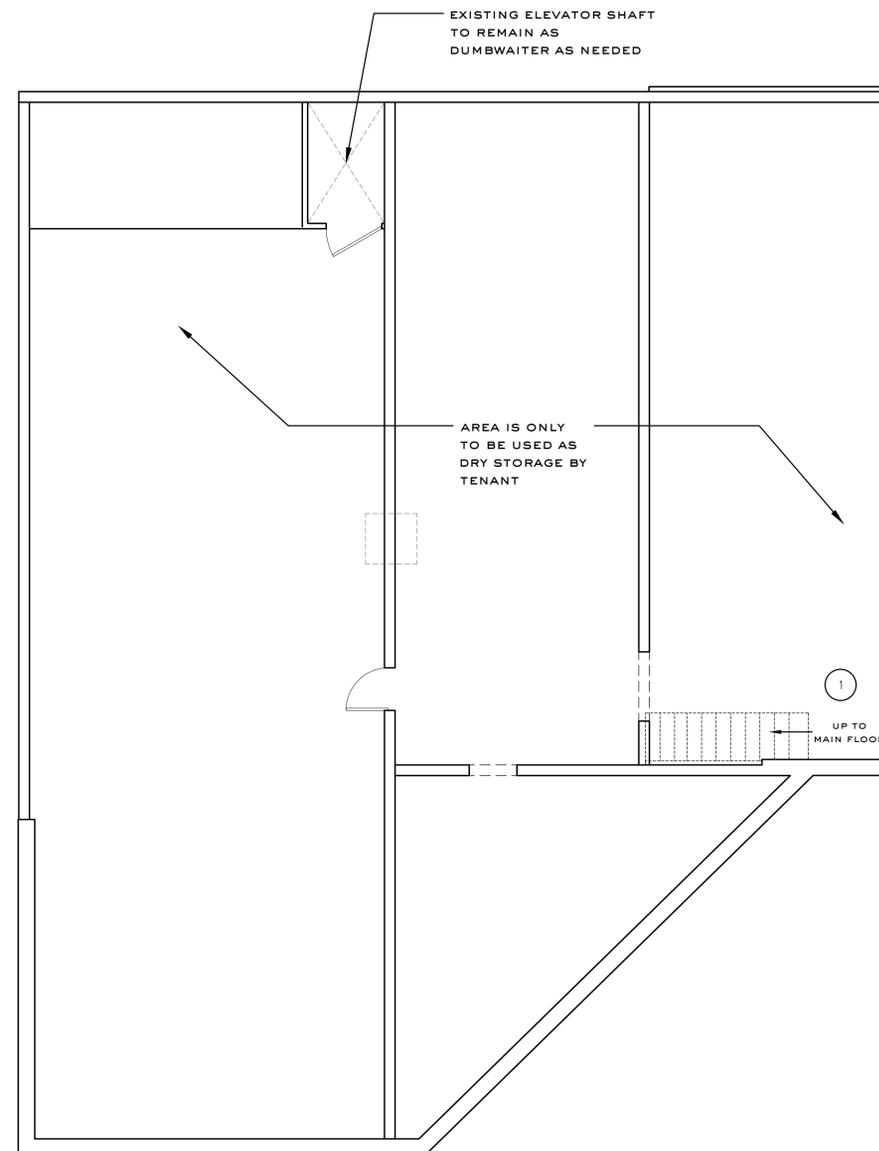
drawing name:

**EXISTING
PARTIAL BASEMENT
FLOOR PLAN**

drawing no.

A 101

RELEASED FOR CONSTRUCTION



1 EXISTING CONDITIONS BASEMENT FLOOR PLAN
SCALE: 3/16" = 1'-0"

LEGEND
SCALE: NTS

SHEET NOTES
SCALE: NTS

KEY NOTES
SCALE: NTS

1 EXISTING STAIRS TO BE BROUGHT UP TO CODE WITH (16) 6-5/8" RISERS AND 11" TREADS AND ADA COMPLIANT 1.5" DIAMETER STEEL PIPE HANDRAILS.

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CEDAR FALLS, IA 50613

notes:

job number:

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date of issue:

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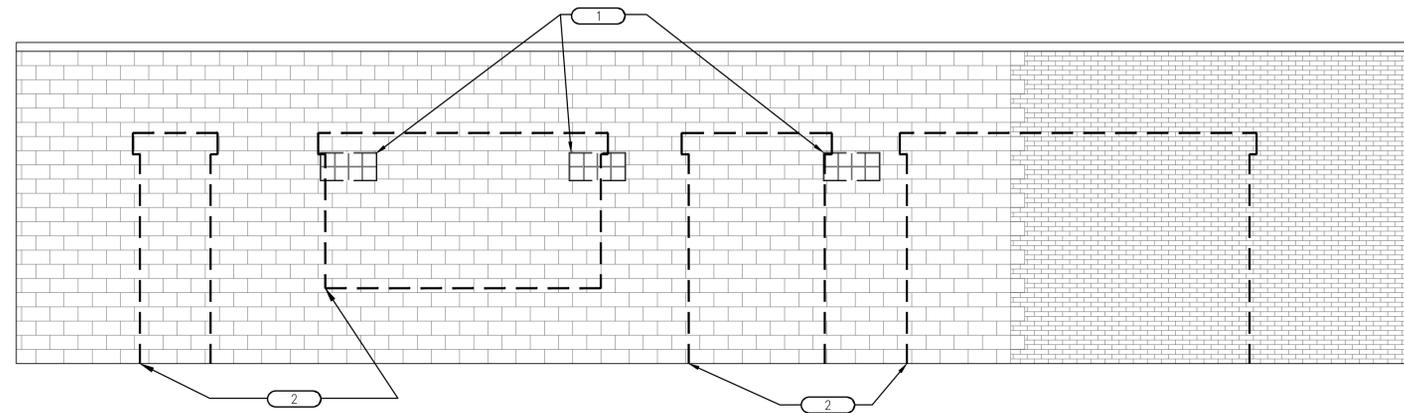
drawing name:

EXTERIOR & DEMO
EXTERIOR ELEVATIONS

drawing no.

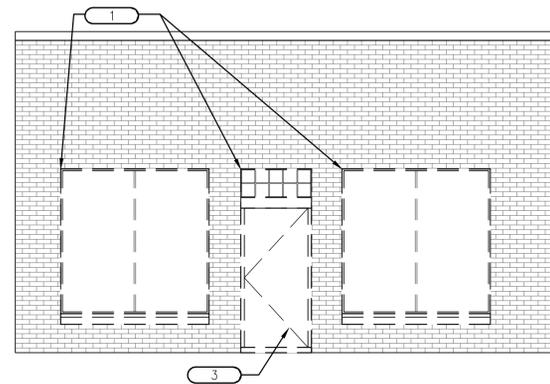
A 102

RELEASED FOR CONSTRUCTION

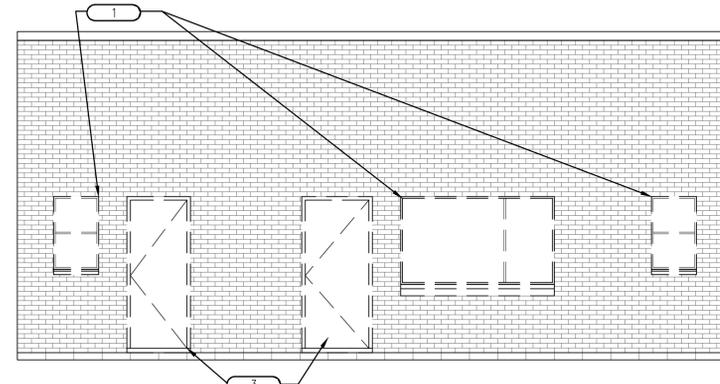


| TAG | DESCRIPTION |
|-----|--------------------------------------|
| 1 | REMOVE EXISTING WINDOW |
| 2 | REMOVE PORTION OF WALL |
| 3 | REMOVE EXISTING DOOR AND FRAME |
| 4 | REMOVE EXISTING GARAGE DOOR |
| 5 | REMOVE EXISTING GUTTER AND DOWNSPOUT |

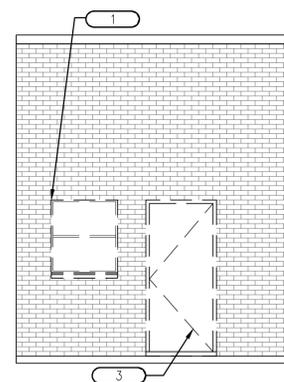
1 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



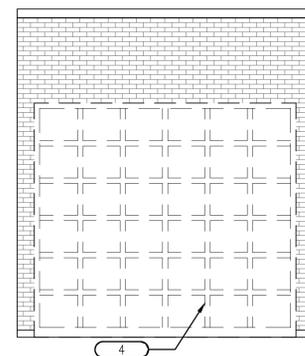
2 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



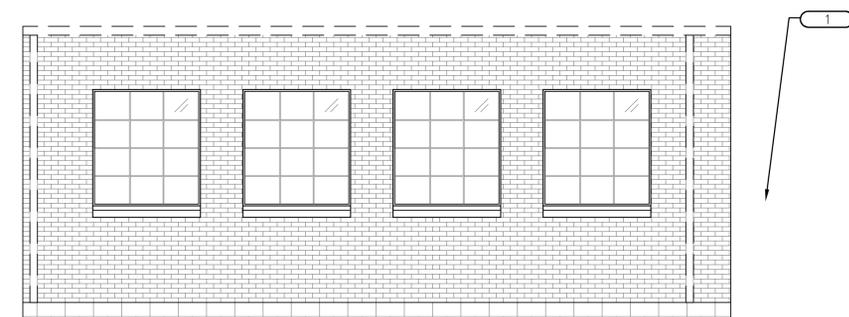
3 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



4 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



5 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



6 DEMO EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

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date of issue:

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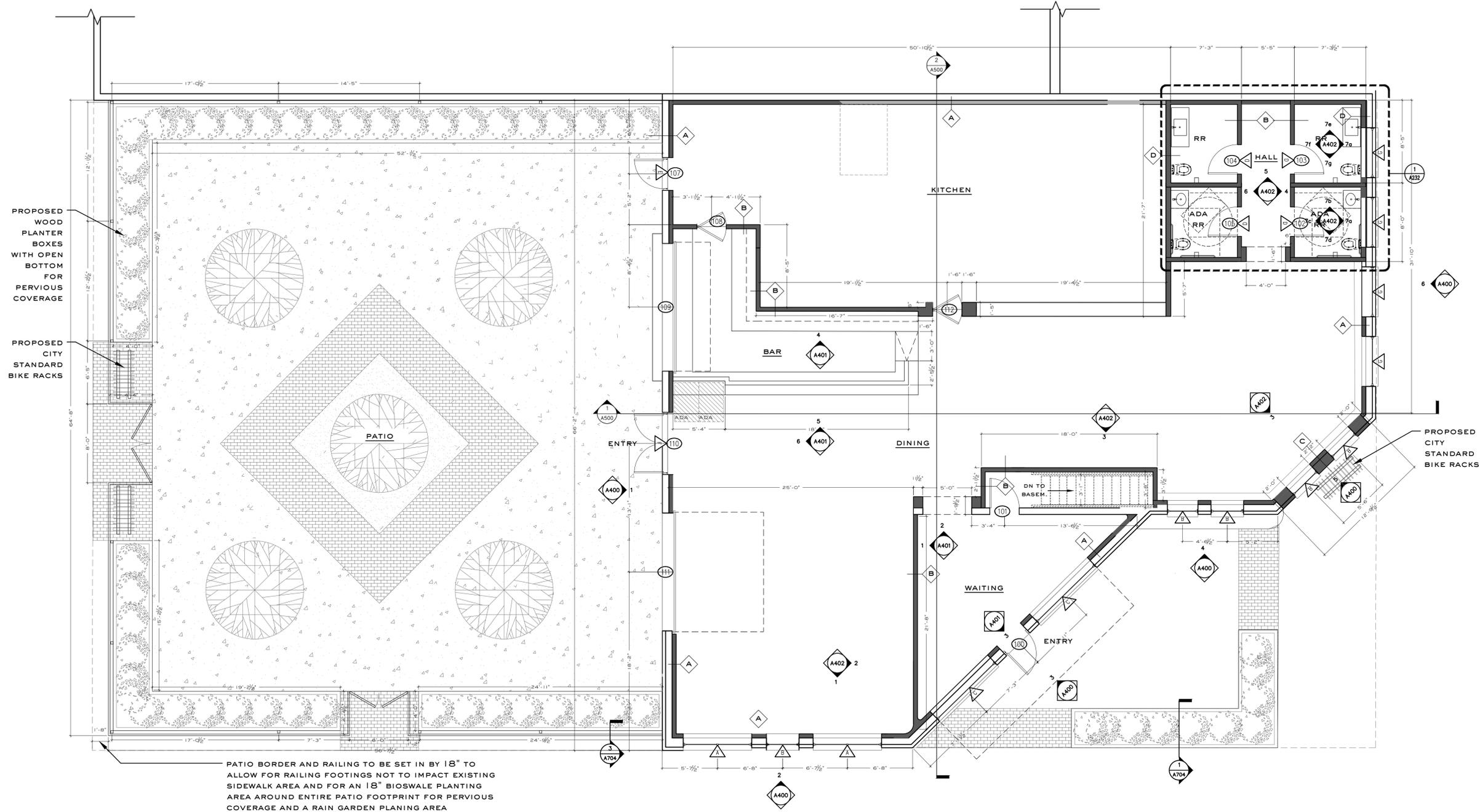
drawing name:

**PROPOSED
FLOOR PLAN**

drawing no.

A 200

RELEASED FOR CONSTRUCTION



PROPOSED WOOD PLANTER BOXES WITH OPEN BOTTOM FOR PERVIOUS COVERAGE

PROPOSED CITY STANDARD BIKE RACKS

PROPOSED CITY STANDARD BIKE RACKS

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notes:

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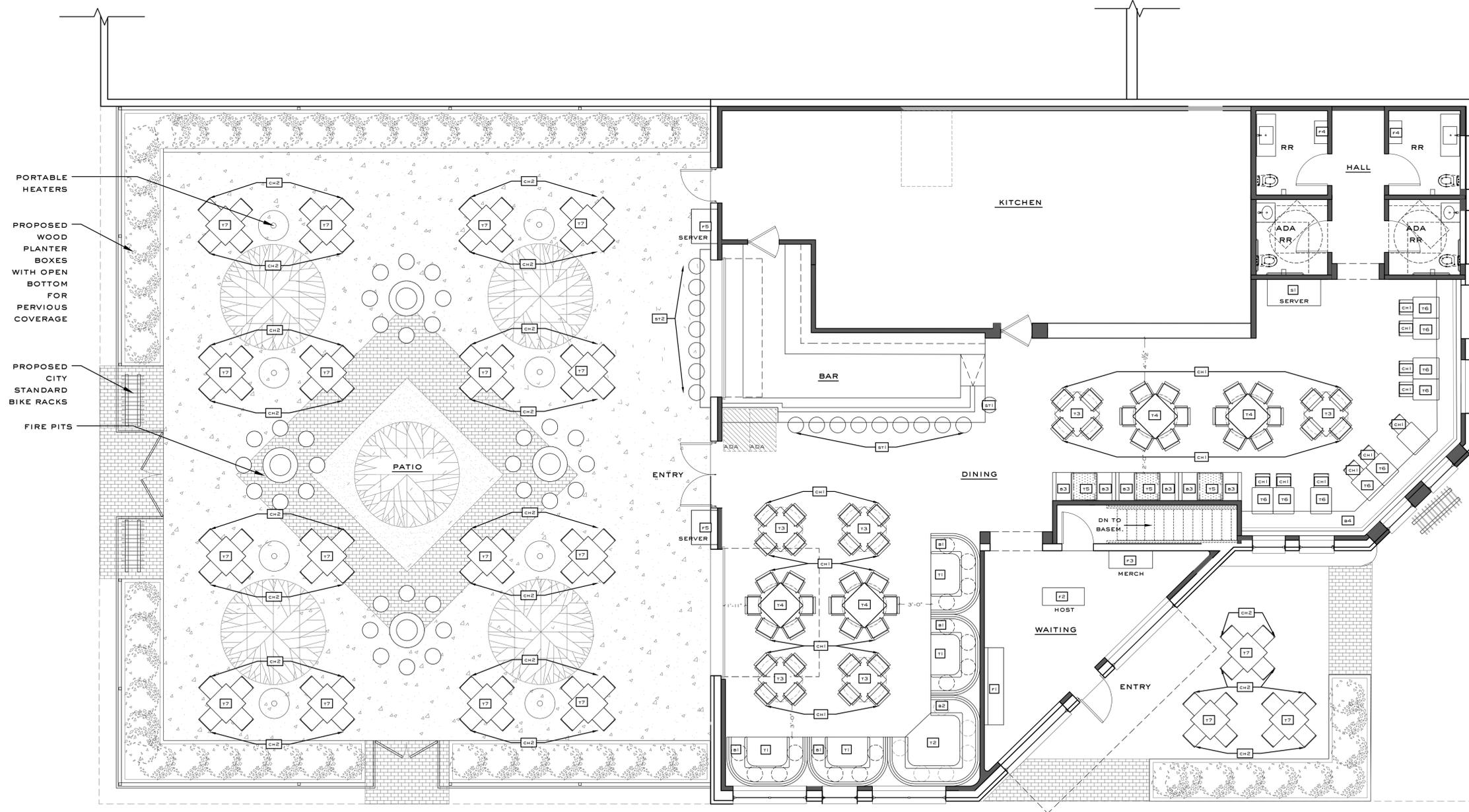
drawing name:

PROPOSED FURNITURE PLAN

drawing no.

A 210

RELEASED FOR CONSTRUCTION



PORTABLE HEATERS

PROPOSED WOOD PLANTER BOXES WITH OPEN BOTTOM FOR PERVIOUS COVERAGE

PROPOSED CITY STANDARD BIKE RACKS

FIRE PITS

I PROPOSED FURNITURE PLAN
SCALE: 3/16" = 1'-0"

LEGEND
SCALE: NTS

XXX FURNITURE TAG. SEE SCHEDULES

1 KEY NOTES

SHEET NOTES
SCALE: NTS

- A. REFERENCE SHEETS FOR SCHEDULES
- B. PROVIDE BLOCKING IN CEILING AND/OR WALLS AS REQUIRED FOR CEILING / WALL MOUNTED MILLWORK, EQUIPMENT, TOILET & DECORATIVE ACCESSORIES, ETC.

KEY NOTES
SCALE: NTS

| AREA | SEAT COUNT |
|-----------------|------------|
| INTERIOR DINING | 106 SEATS |
| OUTDOOR PATIO | 76 SEATS |

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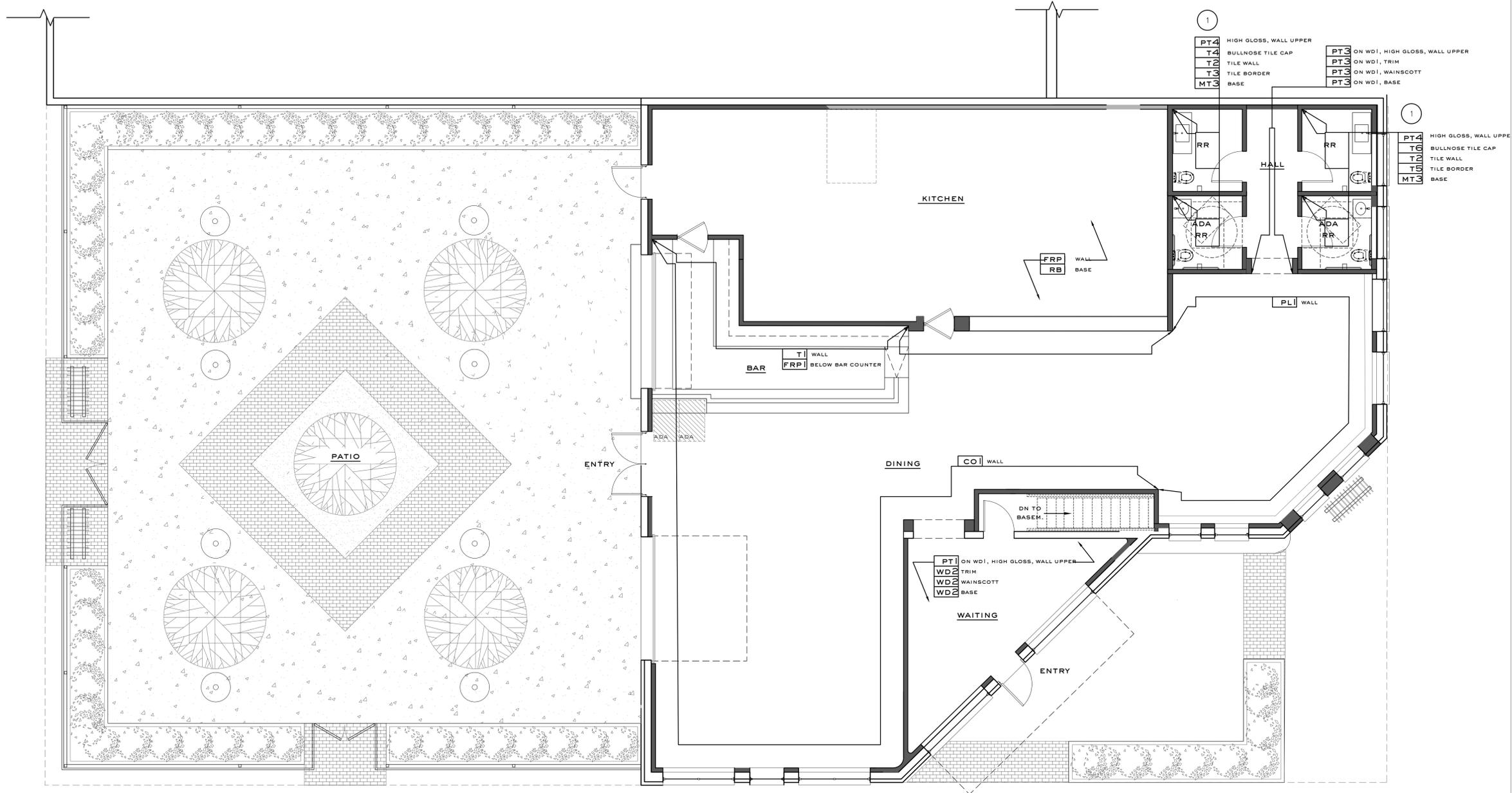
drawing name:

WALL FINISH PLAN

drawing no.

A 220

RELEASED FOR CONSTRUCTION



1 WALL FINISH PLAN
SCALE: 3/16" = 1'-0"

- LEGEND**
SCALE: NTS
- XX SPECIFIED FINISH
 - XX KEY NOTES

- SHEET NOTES**
SCALE: NTS
- A. REFERENCE 000 SERIES SHEETS FOR SCHEDULES
 - B. REFERENCE ELEVATIONS FOR MORE INFORMATION.

- KEY NOTES**
SCALE: NTS
- 1 REFERENCE ELEVATIONS FOR EXACT TILE LAYOUT AROUND DOORS AND WINDOWS IN RESTROOMS.

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108 E 4TH

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notes:

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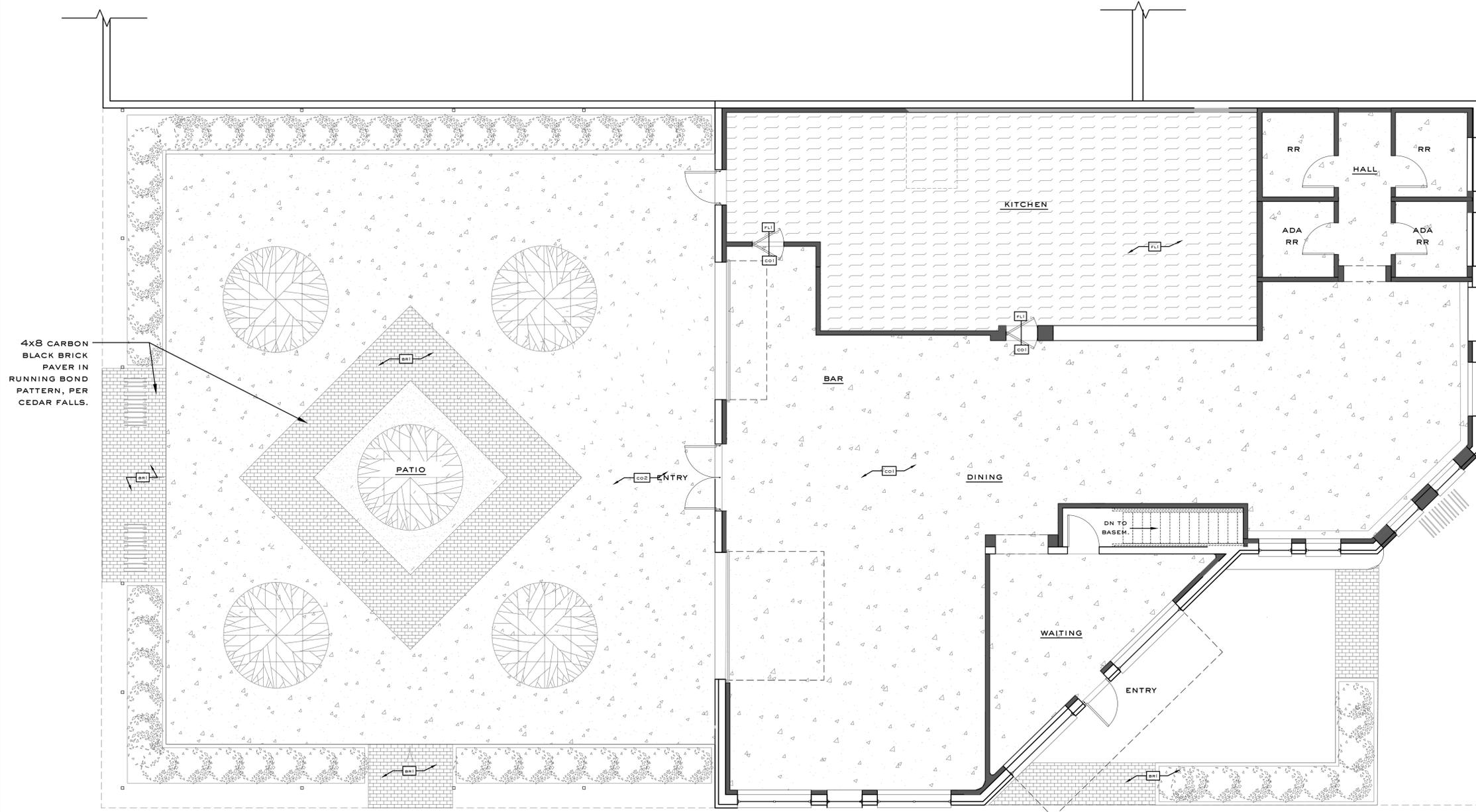
drawing name:

FLOOR FINISH PLAN

drawing no.

A 230

RELEASED FOR CONSTRUCTION



4X8 CARBON
BLACK BRICK
PAVER IN
RUNNING BOND
PATTERN, PER
CEDAR FALLS.

1 FLOOR FINISH PLAN
SCALE: 3/16" = 1'-0"

- LEGEND**
SCALE: NTS
- XX SPECIFIED FINISH
 - XX KEY NOTES
 - FLOOR FINISH TRANSITION. PROVIDE THRESHOLD AS REQUIRED

- SHEET NOTES**
SCALE: NTS
- A. ALL FINISHES ARE TO COMPLY WITH NFPA 101 2012 10.2.3.2 & 10.2.3.4. PRODUCTS REQ'D TO BE TESTED IN ACCORDANCE WITH ASTM E 84 OR ANSI/UL 723 SHALL BE CLASSIFIED AS FOLLOWS IN ACCORDANCE WITH THEIR FLAME SPREAD INDEX AND SMOKE DEVELOPED INDEX:
CLASS A INTERIOR WALL AND CEILING SHALL BE CHARACTERIZED BY THE FOLLOWING:
(A) FLAME SPREAD INDEX, 0-25
(B) SMOKE DEVELOPED INDEX, 0-450
 - B. REFERENCE OOO SERIES FOR SCHEDULES.
 - C. REFERENCE ELEVATIONS FOR MORE INFORMATION.
 - D. PROVIDE THRESHOLD TRANSITIONS AS REQUIRED.
 - E. FLOOR FINISHES TO EXTEND UNDERNEATH MILLWORK AND FURNITURE, TYP.

- KEY NOTES**
SCALE: NTS

Smith Hanes

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108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

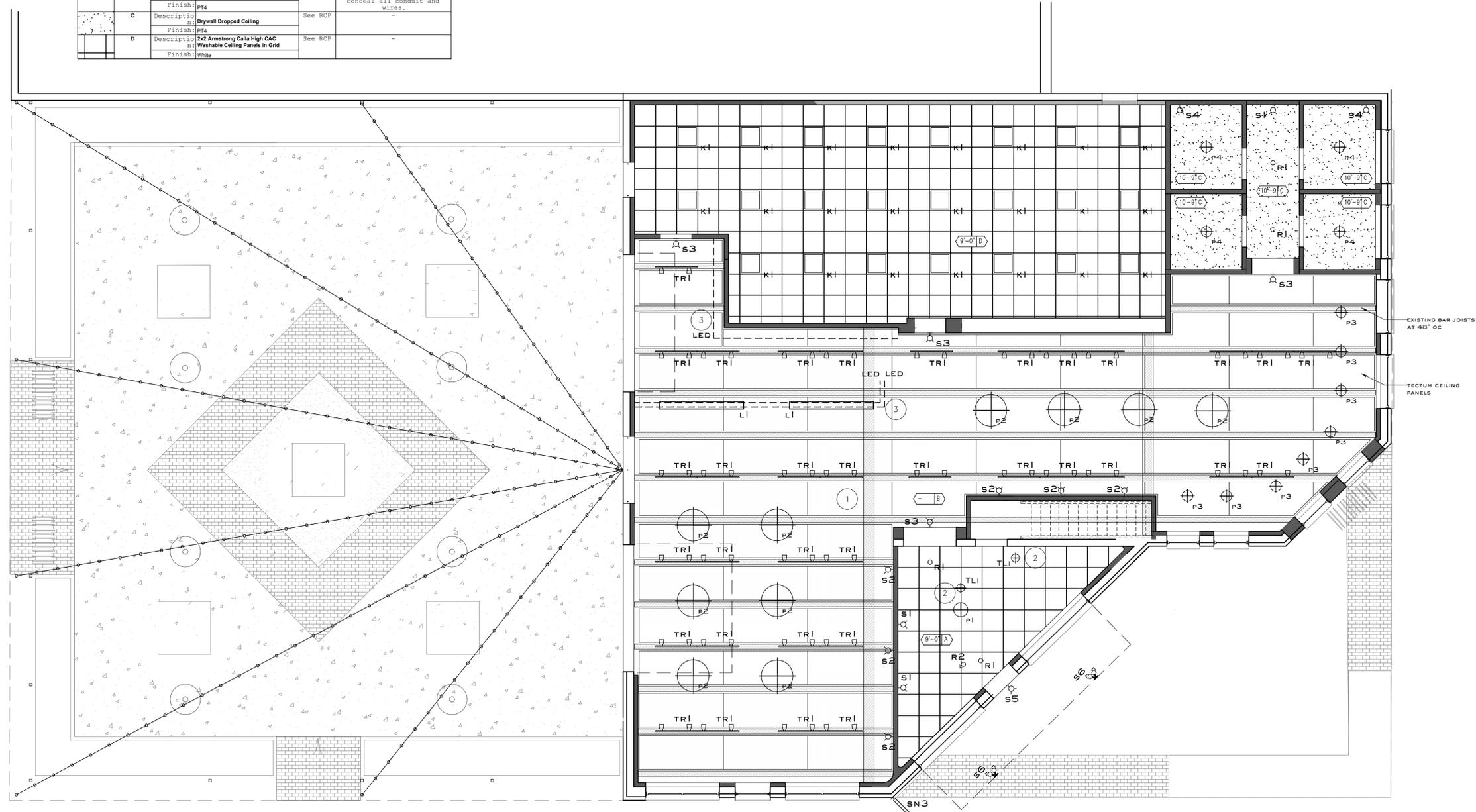
PROPOSED REFLECTED CEILING PLAN

drawing no.

A 300

RELEASED FOR CONSTRUCTION

| CEILING SCHEDULE | | | | |
|------------------|-----|---|---------|--|
| Pattern | Tag | Ceiling | Height | Notes |
| | A | Description: American Tin Ceilings; Pattern #18; Ceiling Panels Nailed Up to Wood Substrate Finish: PT1 in High Gloss Finish | See RCP | - |
| | B | Description: Armstrong Tectum Ceiling Panels Finish: PT4 | See RCP | Panels to be suspended 1.5" below existing decking to conceal all conduit and wires. |
| | C | Description: Drywall Dropped Ceiling Finish: PT4 | See RCP | - |
| | D | Description: 2x2 Armstrong Calla High CAC Washable Ceiling Panels in Grid Finish: White | See RCP | - |



EXISTING BAR JOISTS AT 48" OC
TECTUM CEILING PANELS

1 REFLECTED CEILING PLAN
SCALE: 3/16" = 1'-0"

LEGEND

SCALE: NTS

- | | | | |
|-----------|----------------------------------|-----|--|
| (xx) | KEY NOTES | L | LINEAR LED LIGHT FIXTURE |
| (9'-0" X) | CEILING TAG WITH TYPE & HEIGHT | K | LAY-IN LED PANEL FIXTURE |
| (P) | PENDANT LED LIGHT FIXTURE | LED | LED TAPE OCCURS IN MILLWORK. PROVIDE DIMMABLE SWITCH |
| (S) | WALL MOUNTED LED SCENCE | SN | CUSTOM NEON SIGNAGE |
| (TR) | TRACK LED LIGHT FIXTURE | SL | STRING LIGHT |
| (R) | DIRECTIONAL RECESSED LED FIXTURE | | |
| (R) | RECESSED LED FIXTURE | | |

SHEET NOTES

SCALE: NTS

- A. REFERENCE SCHEDULES
- B. PROVIDE BLOCKING IN CEILING AND/OR WALLS AS REQUIRED FOR WALL OR CEILING MOUNTED: MILLWORK, EQUIPMENT, TOILET & DECORATIVE ACCESORIES, ETC.
- C. REFERENCE ELEVATIONS FOR EXACT HORIZONTAL & VERTICAL LOCATION, UON

KEY NOTES

SCALE: NTS

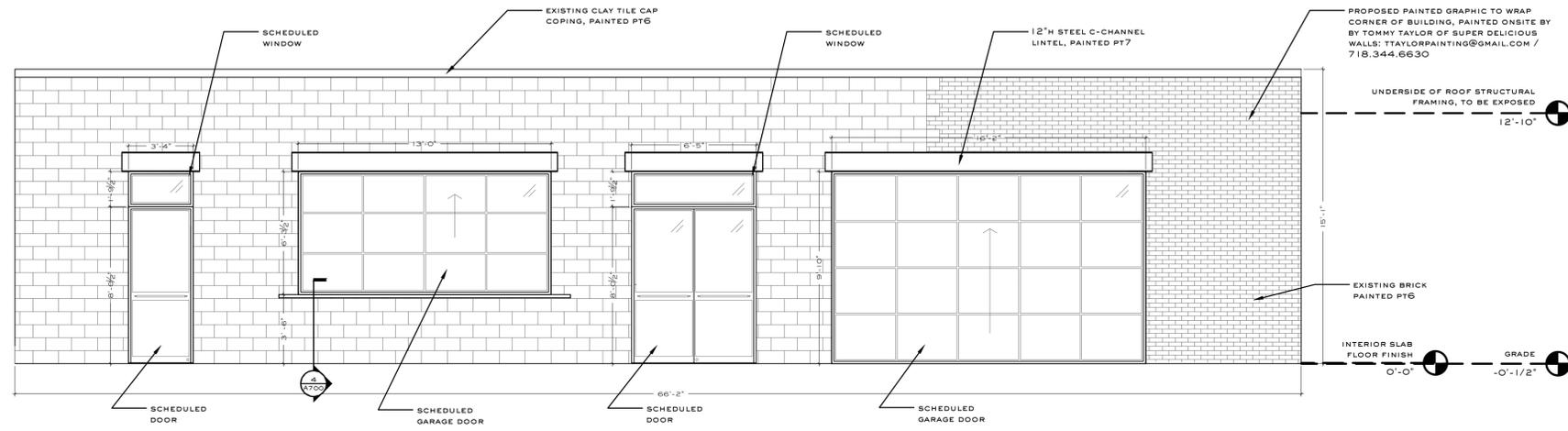
- 1 TECTUM PANELS TO FLOAT BELOW DECKING AND HOLD OFF EXISTING BAR JOISTS. ALL CONDUIT AND POWER TO RUN BETWEEN EXISTING DECKING AND TECTUM PANELS. REFERENCE DETAIL ID-XXX FOR MORE INFORMATION
- 2 LIGHT FIXTURE OCCURS IN FURNITURE BELOW. PROVIDE WALL MOUNTED OR FLOOR MOUNTED RECEPTACLE. REFERENCE FFE DETAILS FOR MORE INFORMATION
- 3 LIGHT FIXTURE OCCURS IN MILLWORK BELOW. PROVIDE J-BOX FOR HARDWARE CONNECTION. REFERENCE DETAILS FOR MORE INFORMATION

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FENESTRATION CALCULATIONS:

MAIN STREET ELEVATION (A-400.1):
529 SQ. FT. FACADE SURFACE AREA BETWEEN 2'-0" AFF + 10'-0" AFF
250 SQ. FT. CLEAR AND HIGHLY TRANSPARENT FENESTRATIONS BETWEEN 2'-0" AFF + 10'-0" AFF
47% TOTAL FENESTRATION ON FACADE

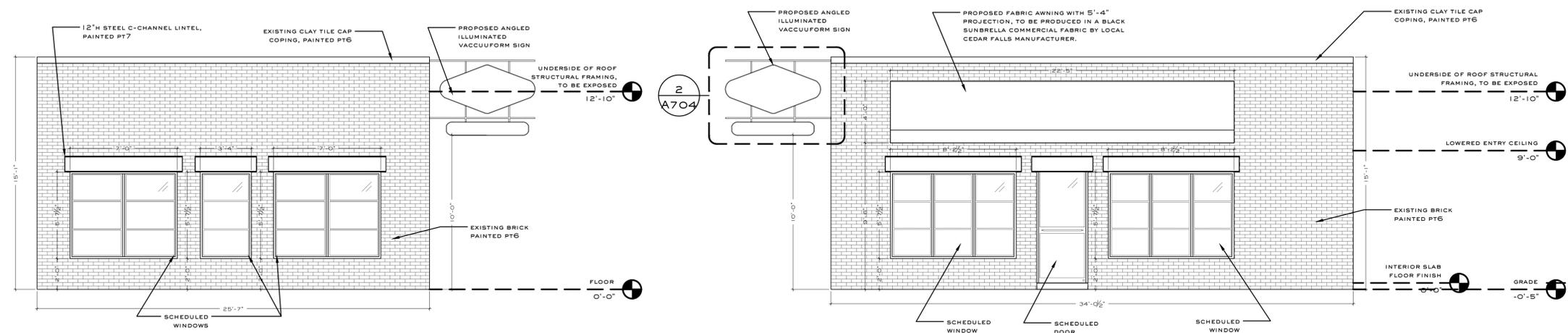
4TH STREET ELEVATION (A-400.2):
205 SQ. FT. FACADE SURFACE AREA BETWEEN 2'-0" AFF + 10'-0" AFF
97 SQ. FT. CLEAR AND HIGHLY TRANSPARENT FENESTRATIONS BETWEEN 2'-0" AFF + 10'-0" AFF
47% TOTAL FENESTRATION ON FACADE

4TH STREET ELEVATION (A-400.3):
272 SQ. FT. FACADE SURFACE AREA BETWEEN 2'-0" AFF + 10'-0" AFF
102 SQ. FT. CLEAR AND HIGHLY TRANSPARENT FENESTRATIONS BETWEEN 2'-0" AFF + 10'-0" AFF
38% TOTAL FENESTRATION ON FACADE

4TH STREET ELEVATION (A-400.4):
103 SQ. FT. FACADE SURFACE AREA BETWEEN 2'-0" AFF + 10'-0" AFF
38 SQ. FT. CLEAR AND HIGHLY TRANSPARENT FENESTRATIONS BETWEEN 2'-0" AFF + 10'-0" AFF
37% TOTAL FENESTRATION ON FACADE

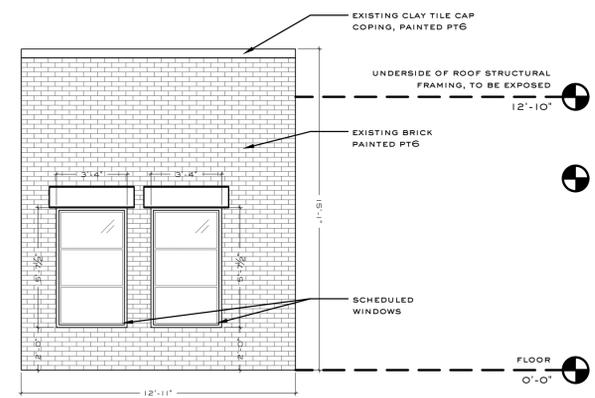
4TH STREET ELEVATION (A-400.5):
112 SQ. FT. FACADE SURFACE AREA BETWEEN 2'-0" AFF + 10'-0" AFF
38 SQ. FT. CLEAR AND HIGHLY TRANSPARENT FENESTRATIONS BETWEEN 2'-0" AFF + 10'-0" AFF
34% TOTAL FENESTRATION ON FACADE

1 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

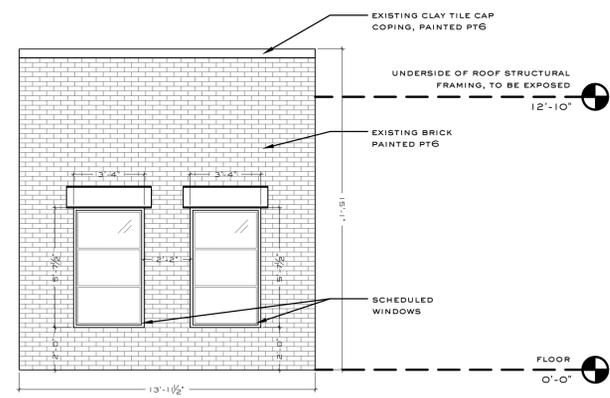


2 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

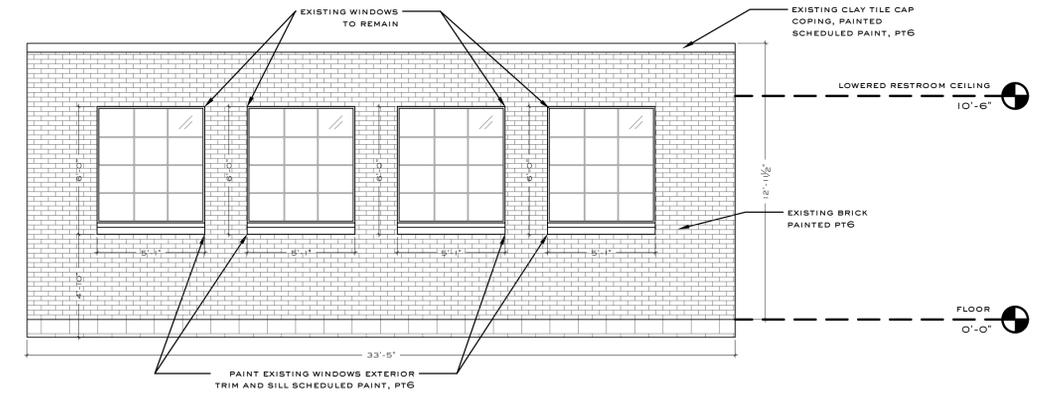
3 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



4 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



5 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



6 PROPOSED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

108 E 4TH

108 E 4TH STREET
CEDAR FALLS, IA 50613

notes:

job number:

201111

date of issue:

02/08/2021

drawing name:

PROPOSED EXTERIOR ELEVATIONS

drawing no.

A 400

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108 E 4TH

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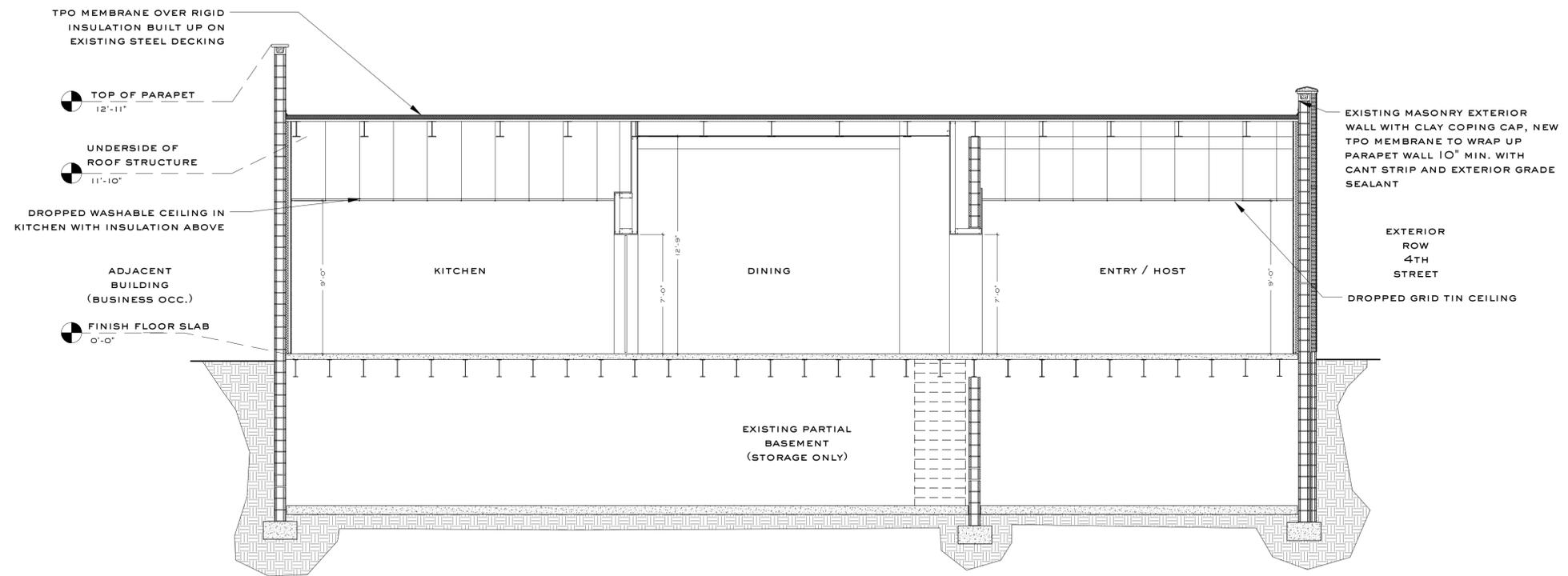
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PROPOSED BUILDING SECTION

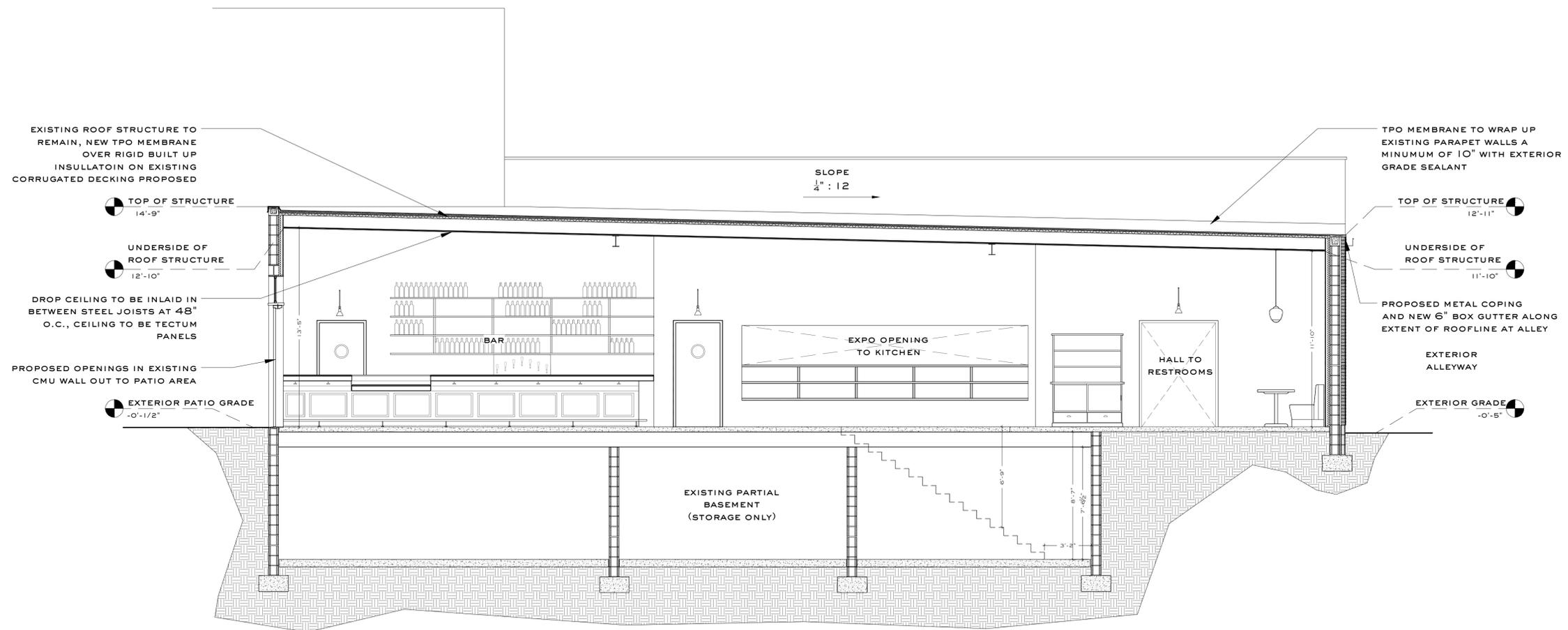
drawing no.

A 500

RELEASED FOR CONSTRUCTION



2 PROPOSED BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 PROPOSED BUILDING SECTION
SCALE: 1/4" = 1'-0"

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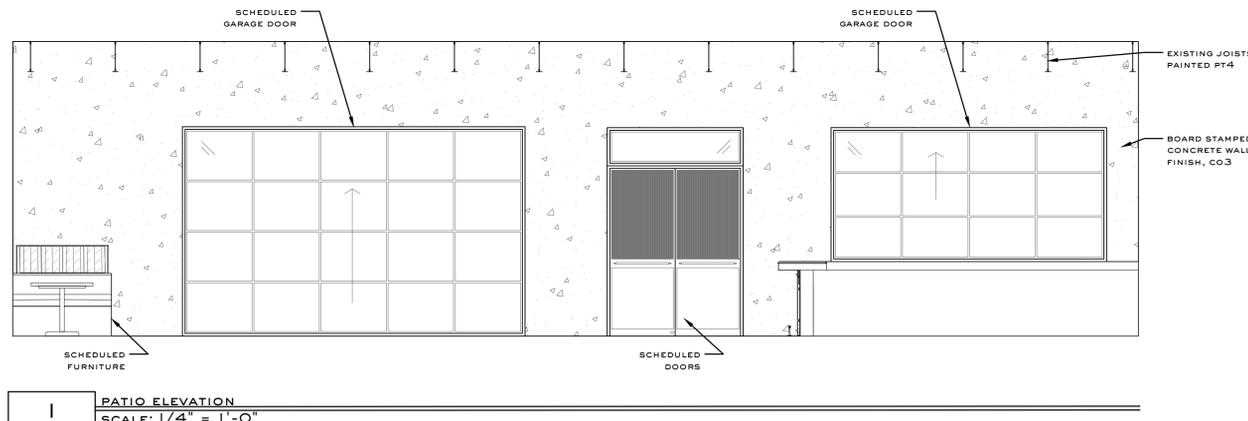
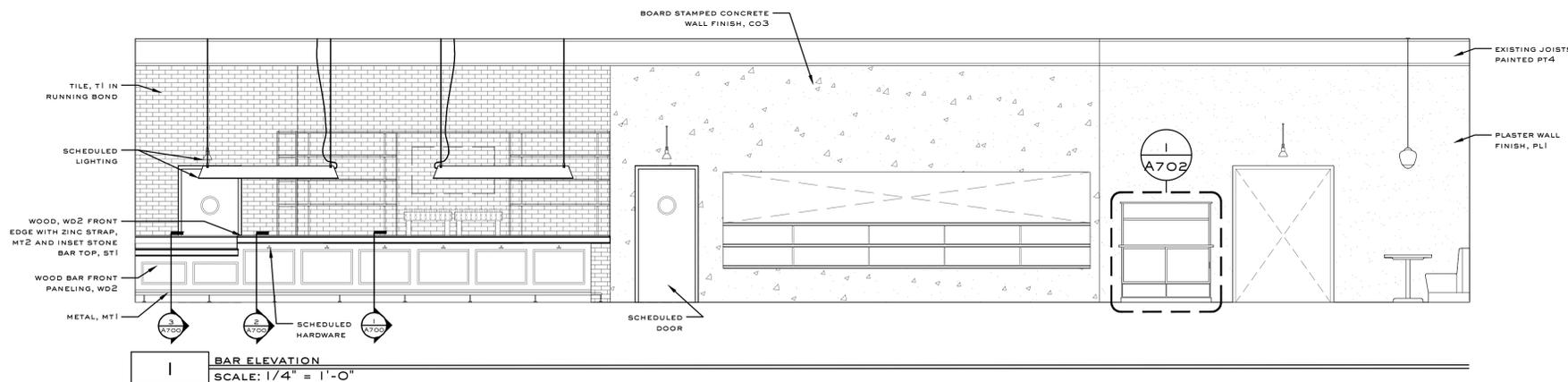
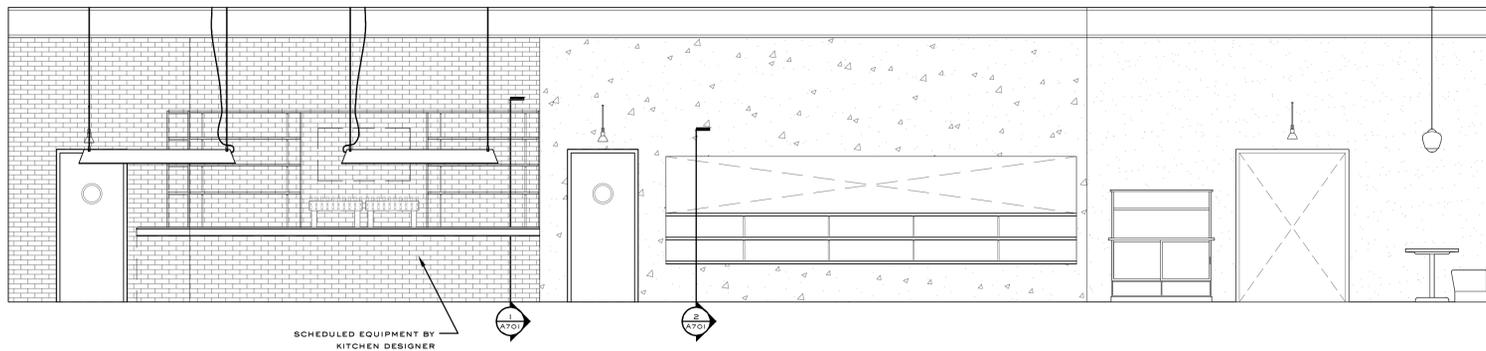
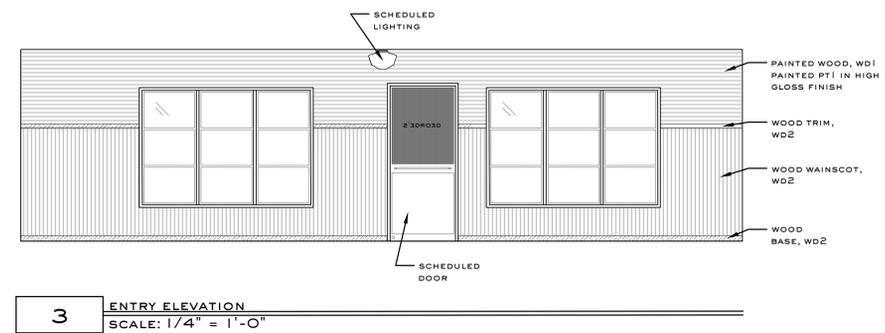
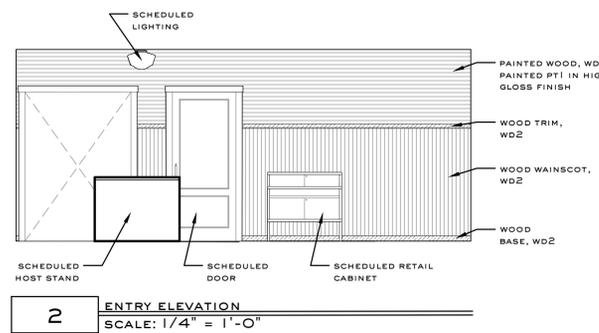
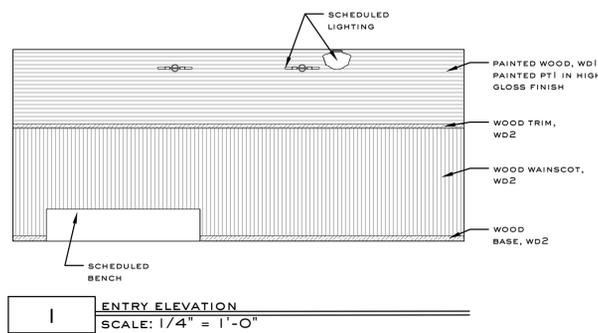
drawing name:

INTERIOR ELEVATIONS

drawing no.

A 600

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108 E 4TH

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CEDAR FALLS, IA 50613

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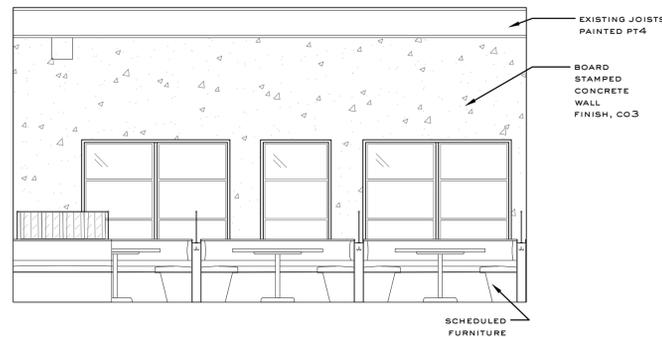
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INTERIOR ELEVATIONS

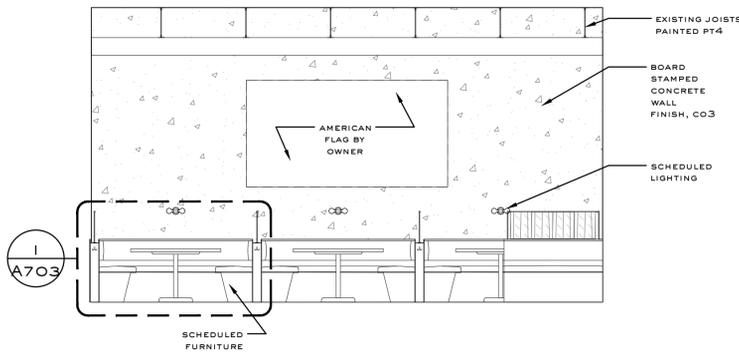
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A 601

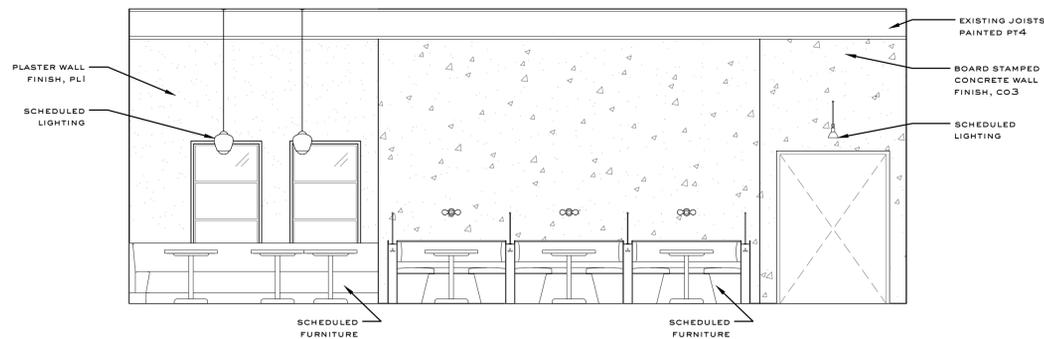
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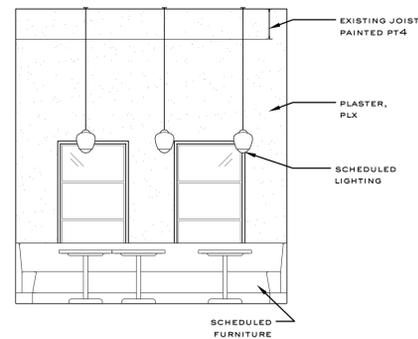
1 DINING ELEVATION
SCALE: 1/4" = 1'-0"



2 DINING ELEVATION
SCALE: 1/4" = 1'-0"



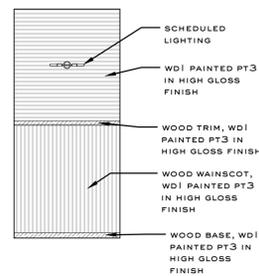
3 DINING ELEVATION
SCALE: 1/4" = 1'-0"



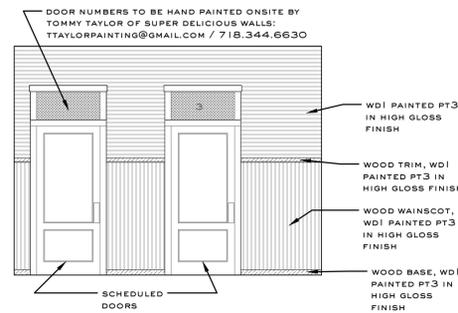
3 DINING ELEVATION
SCALE: 1/4" = 1'-0"



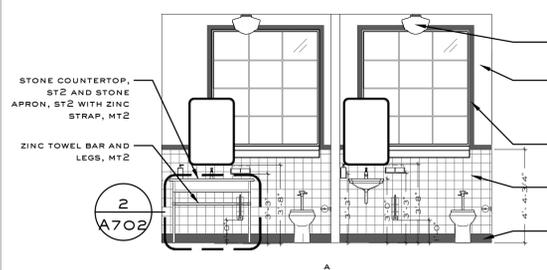
4 RESTROOM CORRIDOR ELEVATION
SCALE: 1/4" = 1'-0"



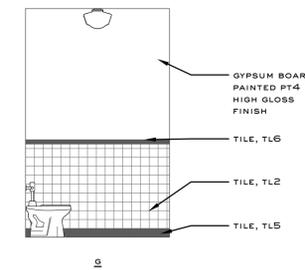
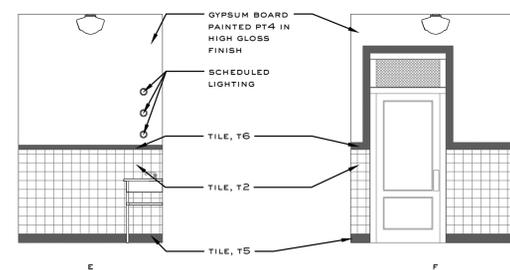
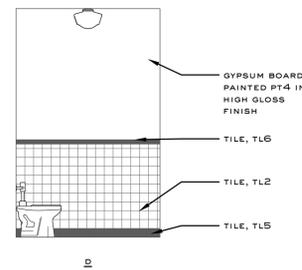
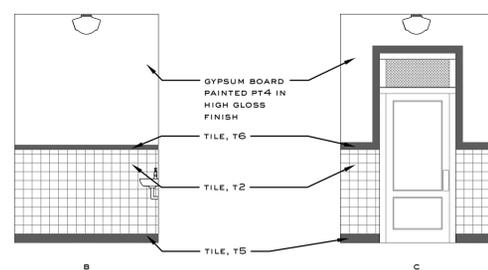
5 RESTROOM CORRIDOR ELEVATION
SCALE: 1/4" = 1'-0"



6 RESTROOM CORRIDOR ELEVATION
SCALE: 1/4" = 1'-0"



7 RESTROOM ELEVATION
SCALE: 1/4" = 1'-0"



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108 E 4TH

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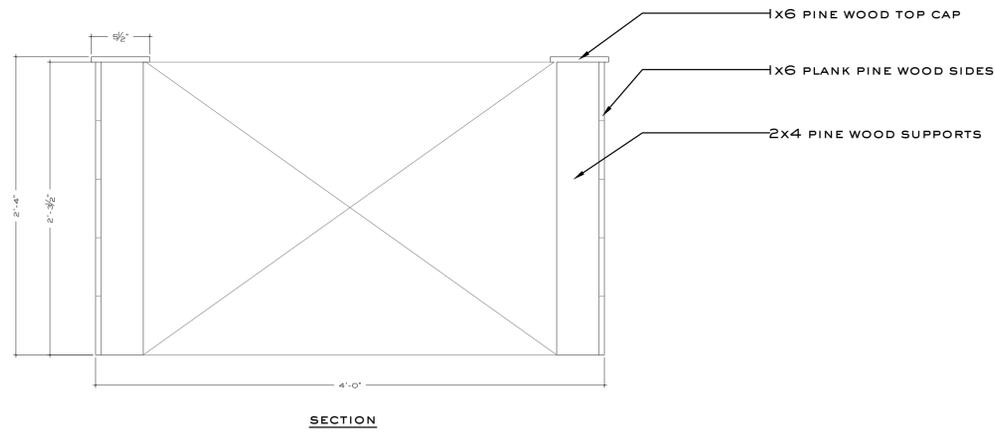
02/08/2021

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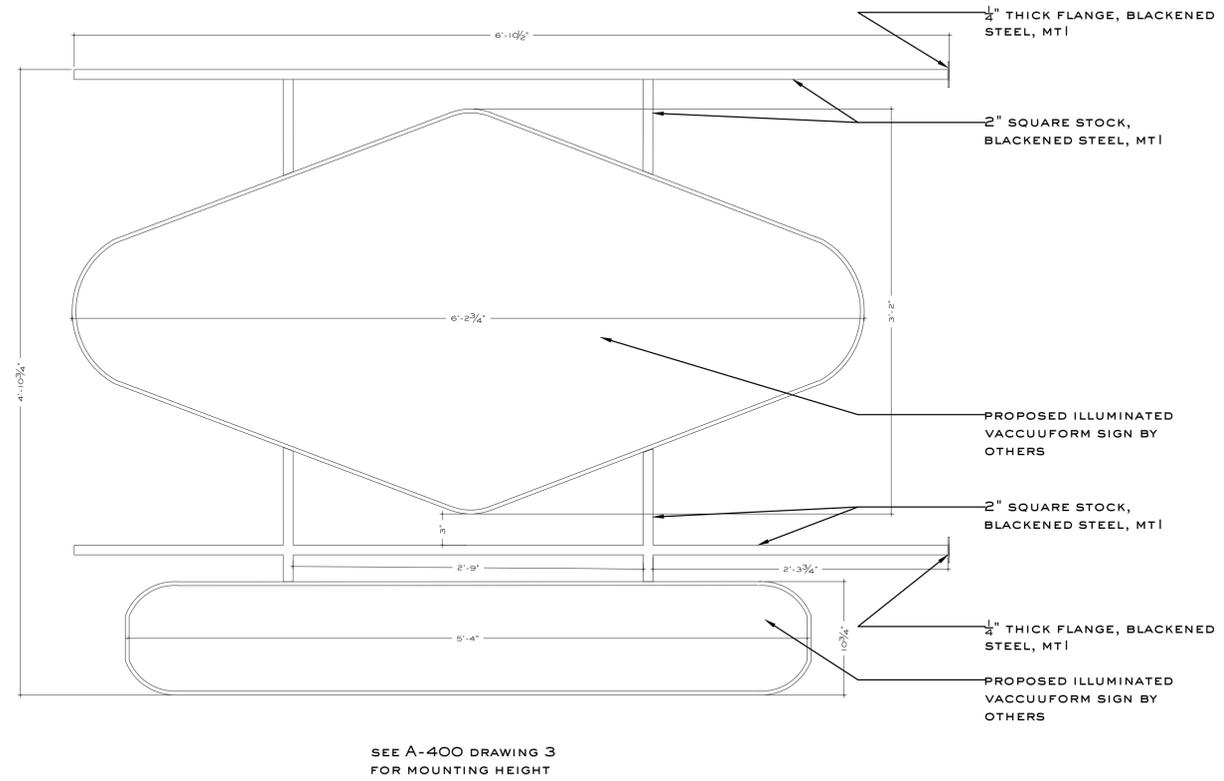
EXTERIOR DETAILS

drawing no.

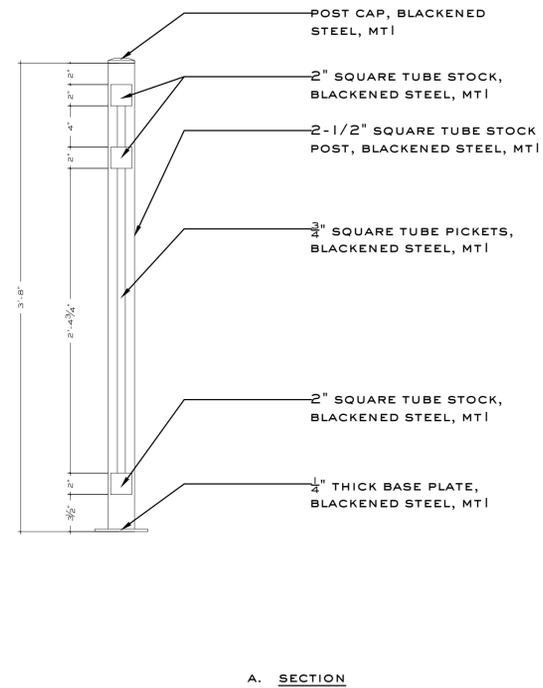
A 704



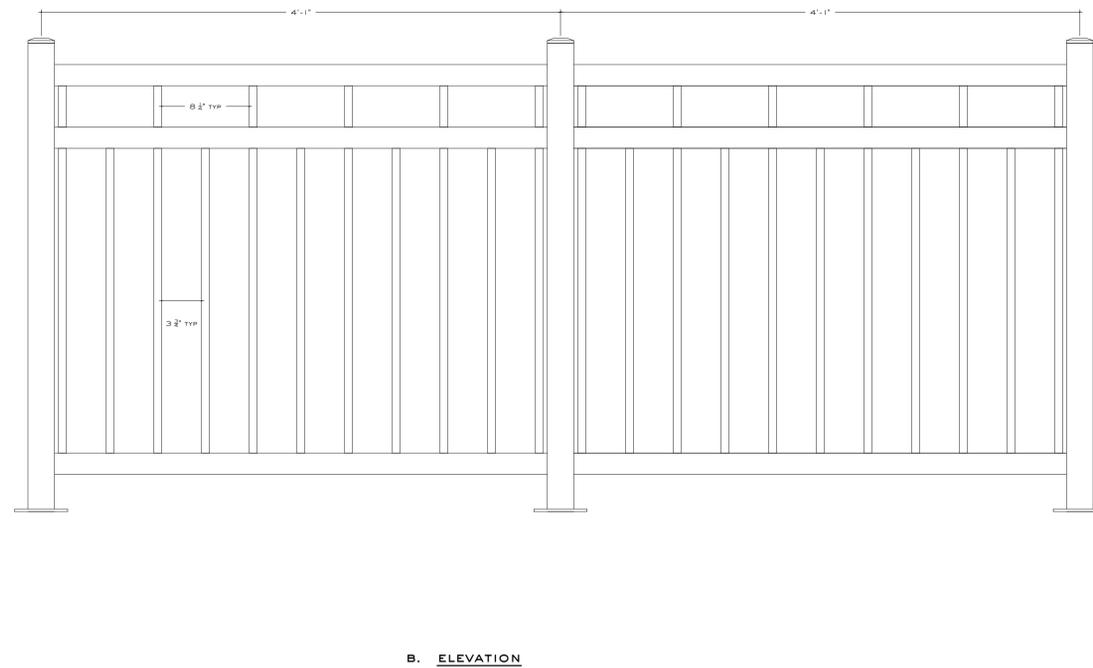
1 WOOD PLANTER BOX
SCALE: 1-1/2" = 1'-0"



2 ILLUMINATED SIGN DETAIL
SCALE: 1-1/2" = 1'-0"



3 RAILING DETAIL
SCALE: 1-1/2" = 1'-0"





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 Robert M Green and City Council
FROM: Chris Sevy, Planner I
DATE: February 23, 2021
SUBJECT: Remodel review of property in the College Hill Neighborhood Overlay District

REQUEST: Request to approve a College Hill Neighborhood Overlay District floor plan for the addition of bedrooms at 704-706 W 28th Street (Project #DR20-008)

PETITIONER: Owner: Wes Geisler

LOCATION: 704-706 W 28th Street

PROPOSAL

This request involves a remodel of a duplex at 704-706 W 28th Street. For each unit this proposal includes: adding two bedrooms, adding a second bathroom, remodeling the kitchen, relocating the upstairs bathroom, and providing additional common living space. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for adding bedrooms to a duplex in the district.



BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood.

This property is located within the R-2, Residence District of the College Hill Neighborhood Overlay Zoning District (Section 26-181). The Overlay defines the adding of bedrooms to a duplex as a *substantial improvement*. A *substantial improvement* requires review and approval

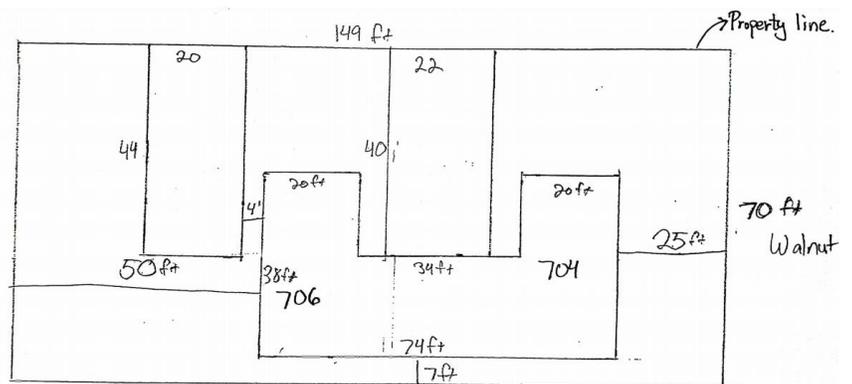
by the Planning and Zoning Commission and the City Council. The criteria listed in the Overlay requires that the following be considered in this review: change in density, minimum on-site parking requirements, parking lot standards, stormwater drainage, open space/ landscaping requirements, and other provisions as applicable in the code.

The property in question has been a registered rental since May 2001. The petitioner purchased this property in October 2020 with the intent that it continue as a rental but is seeking to double the occupancy of the property by adding two additional bedrooms to each unit. Currently, each unit has two bedrooms and 760 square feet of finished floor space. The proposed remodel would bring the number of bedrooms to four per unit (eight total) and 1520 square feet of finished floor space per unit (3040 total).



ANALYSIS

The existing building at 704-706 W 28th Street is a single story structure. The building is 74 feet wide by 38 feet deep and resides on a lot that is 149 feet wide by 70 feet deep (10,430 ft²). No changes to the building envelope are being proposed aside from window wells that are required for basement bedrooms. There are two driveways: one that is 22 feet wide by 40 feet deep which leads to two one-stall garages, and another that is 20 feet wide by 44 feet deep which was paved recently and runs along the west side of the house. The following is an evaluation of the proposed remodel according to standards outlined in the College Hill Neighborhood Overlay Zoning District and other applicable codes:



- 1. Change in density: The properties in the surrounding neighborhood are predominantly rental properties. However, several of the properties within view of this one are owner-occupied. While it is perfectly appropriate for this property to be a rental, doubling the occupancy may not be appropriate given the increased traffic, activity, and changes in neighborhood character that would result.

The disposition of the Technical Review Committee was that the original design and carrying capacity of the property was not intended to serve 8 persons aged 18 years or older. The original building was constructed as a one-story ranch-style duplex. Each dwelling unit contains two modest-sized bedrooms, one bathroom, a small kitchen and a modest sized living room. The garage spaces are recessed from the front façade with one garage space for each unit and room for one car parked behind that space in the driveway, so as originally designed the dwelling provided two parking spaces per unit to match the number of bedrooms in each unit. The building is situated so that each unit had usable outdoor space accessed from a side door out to a small patio space. Until recently, each of these outdoor patios was screened by mature shrubbery to provide a semi-private outdoor space for each unit. At 760 square feet of finished space each

dwelling unit as it currently exists is a modest space for two adults or a small family to occupy.

The additional finished space in the basement, as proposed by the applicant, can certainly accommodate more people. However, this review is not necessarily to consider the appropriateness of the internal changes but to consider the external effects. Preserving neighborhood character is a priority of the College Hill Neighborhood Overlay District. Staff finds that the addition of bedrooms and associated increase in residential occupancy may have a negative effect on this particular neighborhood's character for a number of reasons. Doubling the residential occupancy of this property will result in an increase in the number of cars parked on the property, associated traffic from those cars and visitors, increased parking accommodations causing the loss of mature trees and usable outdoor space, and wear and tear of higher occupancy on this modest-sized property.

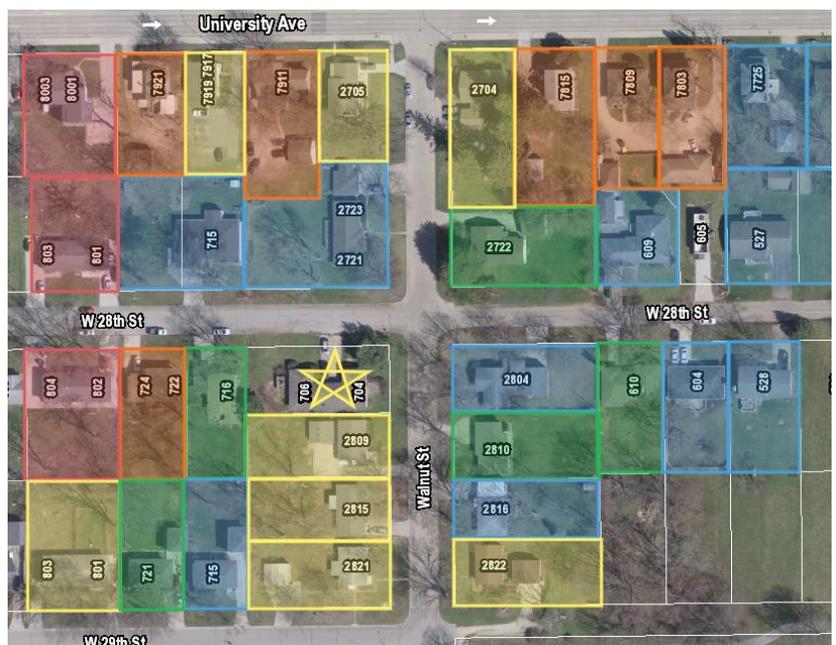
Additional density may be appropriate, even desirable, in other areas of College Hill closer to campus and the mixed-use business district, but this is a lower-scale residential neighborhood that still has a marked residential character of modest-sized single family homes and duplexes with generous yards and mature landscaping and trees. That residential character is still possible to preserve.

In the January 27th Planning and Zoning Commission Meeting the consensus was to request that staff provide more detail regarding the current density of properties within the neighborhood.

Before examining this detail, it is important to take into account that current occupancy levels are not guaranteed to continue indefinitely. Current code and required reviews will cause many of these occupancy levels to decrease when these properties are sold or transferred. It has been the intent of the most recent rental housing ordinance to gradually reduce occupancy levels so that the rental burden on neighborhoods is moderated.

To the right is a color-coded map of the immediate neighborhood. Each property in this graphic sits at least 350 feet from the intersection where the subject property sits. The following is what each color means:

- Blue = Owner-occupied
- Green = less than four occupants
- Yellow = four occupants
- Orange = five to seven occupants
- Red = eight occupants



Here are some important highlights:

- The occupancy of those immediately adjacent to the subject property have low to moderate occupancy levels (four or less).
- Several owner-occupied properties are within close proximity.
- Those in red with eight occupants are significantly larger parcels than the subject property.

Below is the occupancy detail for each rental property noting which ones are duplexes and which ones will be subject to review and potential occupancy reduction upon sale or transfer. Some properties at sale or transfer have already been reduced as staff has applied the current rental housing regulations intended to stabilize neighborhoods. Staff finds that adding density at this time is contrary to the goals of those regulations.

| Street Address | Housing Type | Occupancy | Notes |
|---------------------------|---------------------|------------------|---|
| 802-804 W 28th | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 801-803 W 28th | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 8001-8003 University Ave. | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 7911 W University Ave. | Duplex | 7 | Subject to review/reduction at sale or transfer |
| 722-724 W 28th | Duplex | 6 | |
| 7921 W University Ave. | Duplex | 6 | |
| 7815 W University Ave. | Duplex | 5 | |
| 7809 W University Ave. | Duplex | 5 | |
| 7803 W University Ave. | Duplex | 5 | |
| 801-803 W 29th | Duplex | 4 | |
| 7917-7919 University Ave. | Duplex | 4 | |
| 2821 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2815 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2809 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2705 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2704 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2722 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2822 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 716 W 28th | Single-Family | 3 | |
| 2810 Walnut | Single-Family | 3 | |
| 610 W 28th | Single-Family | 3 | |
| 721 W 29th | Single-Family | 2 | |
| 513 W 28th | Single-Family | 2 | |
| 7715 W University Ave. | Single-Family | 2 | |

2. **Minimum on-site parking requirements:** The College Hill Neighborhood Overlay District requires one parking stall per bedroom for duplexes. The required dimension of one parking stall for residential uses is 8' by 18'. While tandem parking is not optimal for all situations, Section 26-220 outlines general parking requirements and allows tandem stalls to be counted for duplexes. Tandem means no more than two stalls arranged one in front of the other. By this standard, the property has enough parking to accommodate eight persons (four cars on each driveway). Therefore, the site technically meets the requirement. However, with potentially eight cars associated with this property it is important to note that the logistics of tandem parking may cause several tenants to park

on the street.

3. Parking lot standards: A parking lot is defined as an area designated for parking three or more vehicles. However, the standards for parking lots do not apply to driveways servicing duplexes even where tandem parking is intended/allowed.
4. Stormwater drainage: Stormwater detention requirements do not apply to duplexes.
5. Open space/ landscaping requirements: This criterion regulates the width of driveways in the required front and side yards to no more than 18 feet wide. The recently constructed driveway exceeds this limit. The driveway technically should have gone through a mandatory review and approval by the Planning and Zoning Commission and City Council. A recent code review by staff brought this requirement to light.

Also, the front and side yards are required to be landscaped with grass, shrubbery, and trees in a manner consistent with the residential neighborhood. The recently constructed second driveway has already detracted from the residential character of the neighborhood and significantly reduced the amount of accessible outdoor living space for prospective tenants.

On the west side of the duplex there was a patio screened with bushes and a fence that were removed as part of that project. To the right you'll see a picture that shows a view from the street prior to the project and another picture of the parking area showing all landscaping removed. Neighborhood decline due to unsightly exterior issues is a primary reason these reviews are required in the Overlay. Fortunately, the patio and landscaping serving the other side of the duplex were preserved. The applicant is required at minimum to replace the grass but it makes sense as part of this review to require that trees and shrubs be replaced as a condition of retroactive approval for the driveway.



TECHNICAL COMMENTS

There was concern by CFU about the placement of egress windows too close to the gas meters outside; a 3 foot setback was requested. The applicant has indicated that this setback will be maintained.

With regard to the current condition of the property, staff has visited the site and found the below maintenance items and potential code issues that need to be addressed. These maintenance items will be a condition of receiving their rental permit.

1. Clean face of gutters
2. Touch up paint as needed at windows
3. Repair/replace rear siding

4. Stairs need to be replaced at the rear door if the rear door is to remain

Notification of this case was sent to adjacent property owners on 2/1/2021. As of this writing, City Staff and the Commission received written and oral public comments from four owner occupants indicating concerns about this case. Written correspondences are included as attachments to this staff report. Oral public comments made in the Planning and Zoning Commission Meeting were noted in the minutes.

STAFF RECOMMENDATION

To preserve neighborhood character and maintain consistency with the original carrying capacity of this dwelling as appropriate to its context, staff recommends that this request to add 4 bedrooms to the building be denied. After review and discussion, the Planning and Zoning Commission voted 4 to 3 to recommend denial.

Staff also recommends that the City Council retroactively approve the second driveway subject to the below condition.

- Landscaping must be replaced to restore what was removed, including a minimum of two overstory trees, front yard plantings, and shrubs to screen the parking from the abutting property. The design and placement of plants should screen the paved vehicular areas from view of the neighbors and help soften the view of the new paved area from the street.

The Planning and Zoning Commission on a vote of 4 to 3 chose to table this matter and not make a recommendation.

PLANNING & ZONING COMMISSION

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| <p>Discussion 1/27/2021</p> | <p>The first item of business was a College Hill Neighborhood Overlay Review for 704-706 W. 28th Street. Chair Leeper introduced the item and Mr. Sevy provided background information. He explained that the request is to remodel an existing duplex on the southwest corner of 28th and Walnut Streets in the R-2 district in the College Hill Neighborhood Overlay. The proposal is to add bedrooms and other appropriate updates in order to double the rental occupancy of the property. Parking would have been an issue, but the applicant has already constructed a second driveway with a permit. However, it should have been brought before the Commission for review. The overlay defines the addition of bedrooms to a duplex as a substantial improvement, which requires approval by the Commission and City Council. Currently, each unit has two bedrooms and it is proposed to add an additional two to each unit.</p> <p>Mr. Sevy discussed the criteria for review, such as change in density. He noted factors that detract from the neighborhood character, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> increased number of cars associated with the property, <input type="checkbox"/> traffic increase from those cars and visitors, <input type="checkbox"/> increased parking accommodations causing a loss of mature trees and usable outdoor space, <input type="checkbox"/> and wear and tear of increasing the occupancy in a modest sized property. <p>He also discussed minimum on-site parking requirements, noting that the requirement is one parking space per bedroom for a duplex. The Code allows</p> |
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tandem parking for duplexes to count toward this requirement; however it is important to consider the practical logistics for eight roommates and their visitors. With regard to open space and landscaping requirements, the maximum driveway width is 18 feet with front and side yards landscaped with grass, shrubbery and trees. The current parking expansion has decreased outdoor living space and landscaping was lost and will need to be replaced.

Staff recommends denial of the proposal; however, if the Commission should choose to approve it, staff recommends that approval be subject to the condition that maintenance items in the staff report be included in the renovation. These include cleaning the face of gutters, touching up paint as needed at the windows, repairing and replacing rear siding, which is intended based on a letter from the applicant. Stairs at the rear door will also need to be replaced. Staff also recommends approval retroactively of the second driveway subject to the condition that landscaping be replaced to restore what was removed. The placement and design of the plants should screen the paved vehicular areas from the view of neighbors and help soften the view of the new paved area from the street.

Mr. Holst asked what the intent for the item is at this time. Does the Commission discuss at this meeting and continue to the next meeting or should a decision be made at this time? Ms. Howard stated that this is up to the Commission. Mr. Holst asked if there has been any contact with surrounding homeowners. Mr. Sevy noted that there has not. Mr. Holst felt that it would be good to inform neighbors before making this decision.

Mr. Larson asked when the driveway was done. Mr. Sevy explained that it was done in October. Mr. Larson then asked if there have been any complaints with regard to the expansion. Mr. Sevy stated that there has not. Mr. Larson asked how far the driveway is out of compliance. Mr. Sevy stated that it is two feet beyond the regular requirement and that staff is recommending approval of the driveway. Mr. Larson asked if this is potentially setting a precedent. Ms. Howard explained that this would typically have gone through the Commission for approval; however, this one was missed in the approval process as needing to be reviewed as part of the College Hill Overlay.

Wes Geisler, petitioner, stated that the majority of the houses in the area already rentals. He also noted that he purchased the property from the owner and said he would complete the paving of the gravel approach the City was asking to be done. He also added the other driveway, and did take out bushes to do that, however the other two trees were removed by the previous owner. He noted that he will also complete the maintenance items mentioned, noting that he intends to remove the door at the back, making the stairs unnecessary.

Mr. Holst again noted that he feels the neighbors should be notified and the item continued to the next meeting.

Mr. Holst made a motion to table the item to the February 10, 2021 meeting as the notice should have been sent to neighboring properties. Ms. Lynch seconded the motion.

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| | <p>Ms. Prideaux asked about the density of the surrounding homes. Ms. Howard stated that they can provide that information. Mr. Sevy noted that he did look into the immediate surrounding homes and found that they are approved for four individuals on those lots.</p> <p>Mr. Larson felt that it sets a bad precedent to deter a homeowner from improving their property. Ms. Saul agreed. Ms. Howard clarified that the issue is with adding density, not making improvements. Ms. Lynch reiterated that she would like more information on the density in the neighborhood. Mr. Schrad agreed. Mr. Hartley asked if it is allowed on this property, would it then set the precedent for other properties to do the same.</p> <p>The motion was approved unanimously with 9 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.</p> |
| <p>Discussion and Vote 2/10/2021</p> | <p>The next item for consideration by the Commission was a College Hill Neighborhood Overlay Review for 704-706 W. 28th Street. Chair Leeper introduced the item and Mr. Sevy provided background information. This item is being brought back to the Commission from the last Planning and Zoning meeting. Mr. Sevy explained that the proposal is to add bedrooms and other appropriate updates to the property with the intent to double the rental occupancy of the property. A further consideration is the additional driveway that was permitted and constructed but should have been reviewed by the Commission. Each unit currently has two bedrooms and 760 square feet of finished floor space. The proposed remodel would bring each unit to four bedrooms and a total of 1,520 square feet. The addition of bedrooms in the College Hill Neighborhood Overlay District requires review and approval by the Planning and Zoning Commission. The intent of the District is to preserve neighborhood character, stabilize neighborhoods and provide more scrutiny with changes in density and other factors that affect neighborhoods in the Overlay.</p> <p>Mr. Sevy discussed the change in density and explained that the original design and intent of the property was not to accommodate 8 people, and that doubling the occupancy will have external effects that are anticipated to detract from the character of the neighborhood. Those factors include increase number of cars associated with the property, increased traffic from those cars and visitors, increased need for parking accommodations that will reduce mature trees and usable outdoor space and wear and tear of higher occupancy on a modest sized property. He displayed a map of the neighborhood showing the occupancy level of the homes in the area, and clarified that the levels may change upon sales of properties. He discussed the driveways associated with the property and open space/landscaping requirements. Although the new driveway was not approved by the Commission and is slightly larger than allowed, for practical reasons, the owner will not be expected to reduce the width of the driveway. However, landscaping requirements will need to be met. Staff recommends denial of the request to add bedrooms, but also recommends that the Commission retroactively approve the second driveway with the conditions that landscaping be added to restore what was removed. He clarified that the denial of the additional units is based on density, not on making improvements to the property.</p> <p>Mr. Schrad asked if this property would be allowed if it started with one bedroom per unit upgrading to three. Mr. Sevy explained the process of reviewing the criteria and how that would be determined. Mr. Larson asked about the retroactive approval of the driveway and whether the permit has been opened and closed. He also asked if the landscaping item was tied into that part of the request. Mr. Sevy replied that he was not</p> |

certain if the permit had been closed, but the work has been finished on the driveway. He indicated that the landscaping recommendation was related to the parking.

Wes Geisler, 5373 S. Hudson Road, addressed a complaint from a nearby neighbor about on-street parking, stating that he believes the tenants would choose to park in tandem in the driveway as opposed to parking further away on the street. He provided information on comparable properties nearby to show why he feels his project should be allowed. He also noted that he intends to replace the landscaping as soon as the weather cooperates.

Bob Diedrichs, owner of 2804 Walnut Street, commented that the College Hill Overlay Plan was a way for the neighbors to know what they could and couldn't do within the area. He stated that if the project does not fall within the guidelines of the plan, exceptions should not be made or there is no purpose to the plan.

Sue Doody, 2816 Walnut Street, stated concerns with the project. She feels that this project is counter to the way the duplex was originally designed to create two modest sized units. She also believes that the change that required all parking to be concrete is creating more flooding issues on her street when it rains. If more people and more parking continued to be added, this will affect homes in the area. She also noted that during the development of the College Hill Plan that one of the goals was to maintain a diversity of housing for many different people, not just college students. She feels that this is an increase to density but will reduce the diversity of housing in the area.

Mr. Holst made a motion to approve the driveway with the recommended landscaping requirements. As there was no second the Commission continued discussion.

Mr. Larson noted that he is not comfortable retroactively approving the driveway and then approving requirements that have not been done. He moved to permanently table the driveway item. Ms. Lynch seconded the motion.

Ms. Howard asked for clarification on what the Commission would intend by tabling the item. Mr. Larson explained that he feels that the item is a moot point at this time and he feels that this is the way to dismiss the item. Mr. Holst stated that he believes that the applicant needs to have some closure stating that the City issued the permit prior to Commission reviewing it so this would be the opportunity for the Commission to make a recommendation to Council so that the matter could be settled. He stated that he believes it is the Commission's role to give a recommendation on this matter. Mr. Larson stated that he doesn't feel comfortable approving something that is in violation. He doesn't feel the Commission should approve or deny the item. Ms. Howard clarified the Commission role in this matter as a recommending body to the Council. It is the City Council that ultimately approves or denies or approves with conditions. Mr. Larson asked if it would be appropriate to defer the item until the item could be discussed with the City Attorney.

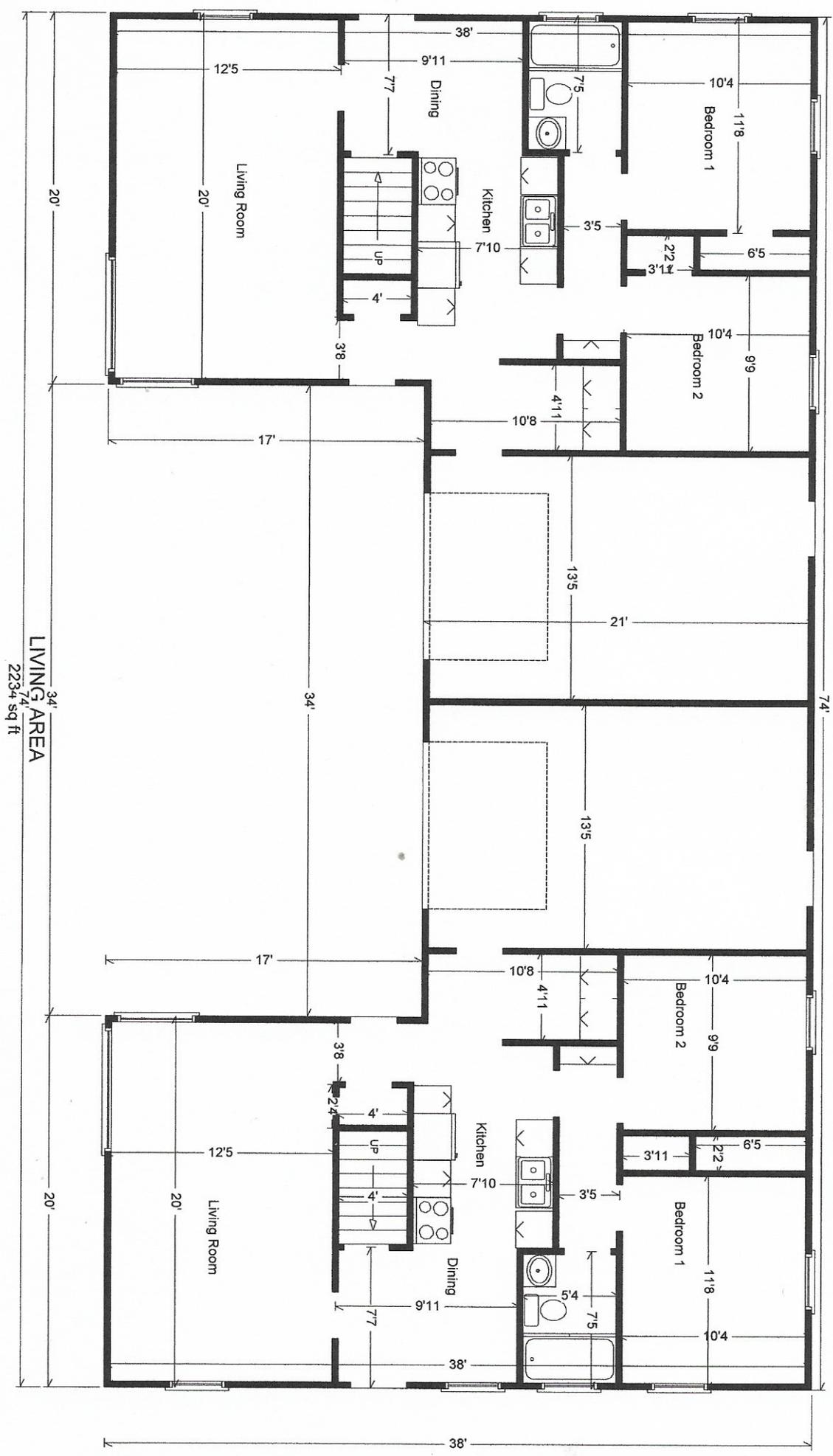
Mr. Larson made the motion to table the item regarding the driveway until it can be discussed with the City Attorney. Ms. Saul seconded the motion. The motion was approved with 4 ayes (Larson, Lynch, Saul and Schrad) and 3 nays (Hartley, Holst and Leeper).

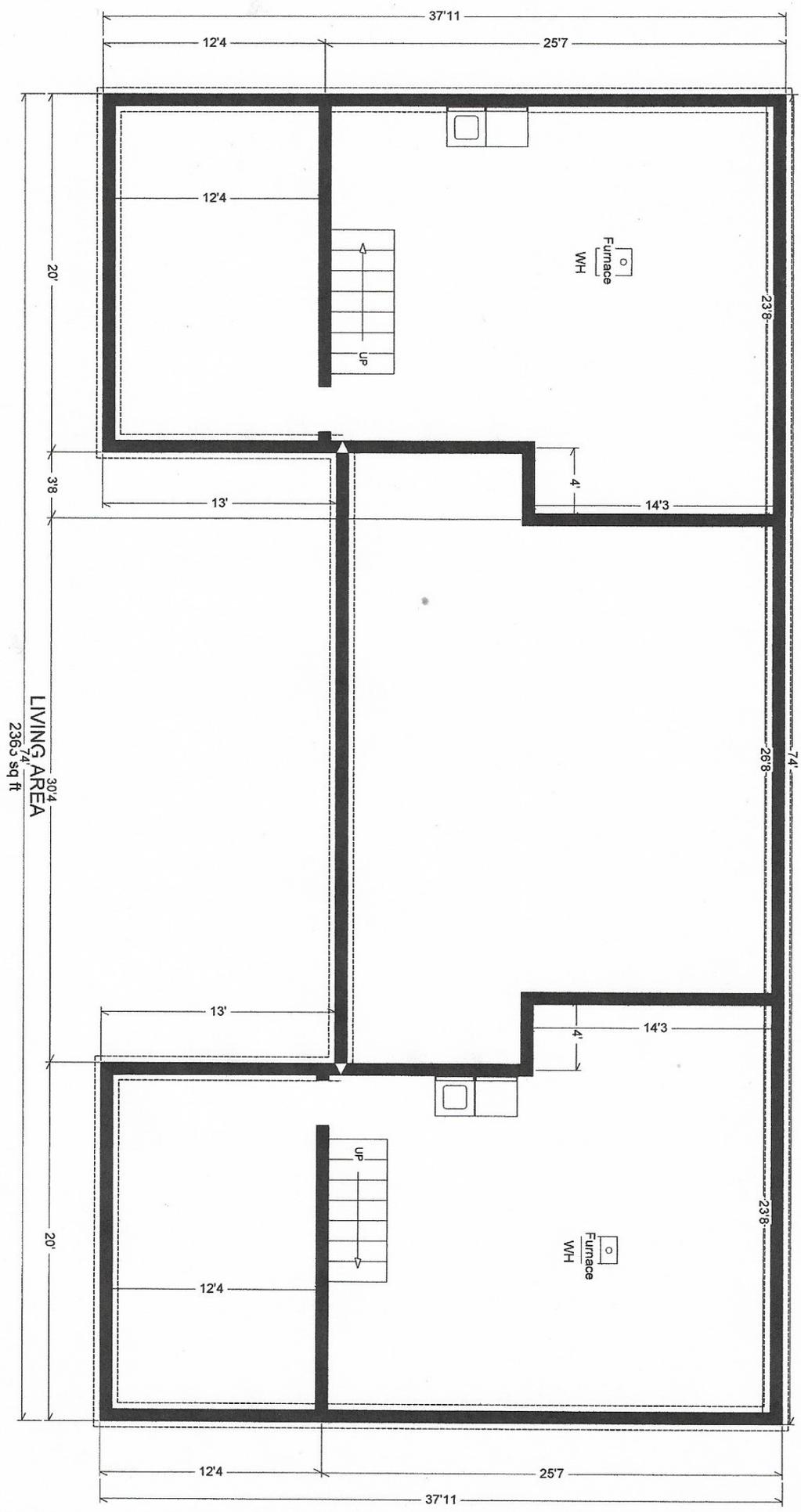
Discussion regarding density resumed. Mr. Holst noted that he was contacted by Melanie Griffith and a letter was distributed to the Commission. He did encourage her and neighbors to attend the meeting to voice their concerns. Mr. Schrad also noted his

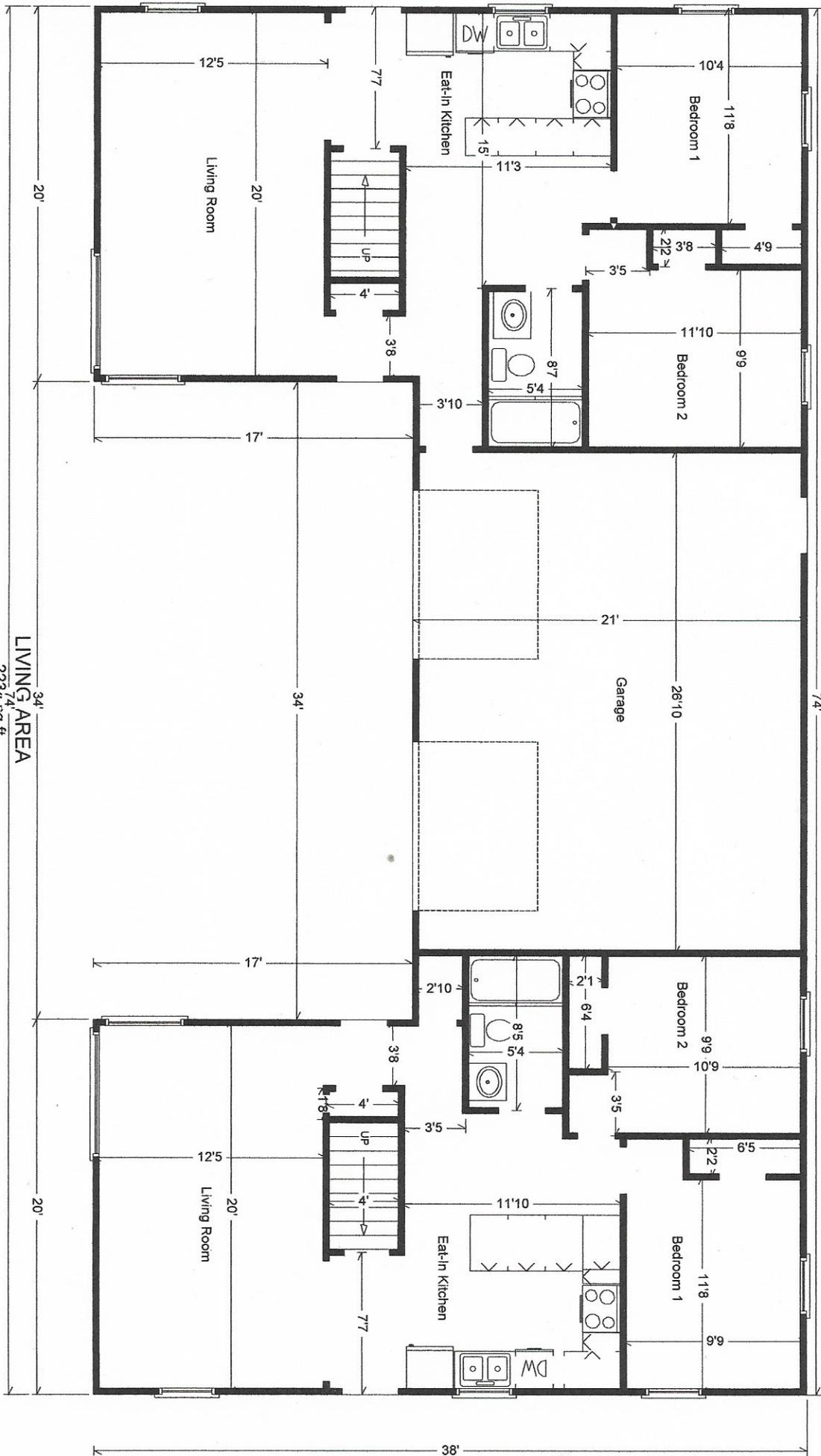
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| | <p>concern with the density. Mr. Sevy and Ms. Howard gave further insight into the added scrutiny for housing in the College Hill Overlay District.</p> <p>Ms. Saul made a motion to approve the added bedrooms. Mr. Larson seconded the motion.</p> <p>There was brief discussion regarding the intent of the overlay and thoughts regarding the project.</p> <p>The motion was denied with 3 ayes (Larson, Lynch and Saul), and 4 (Hartley, Holst, Leeper, and Schrad) nays.</p> |
| | |

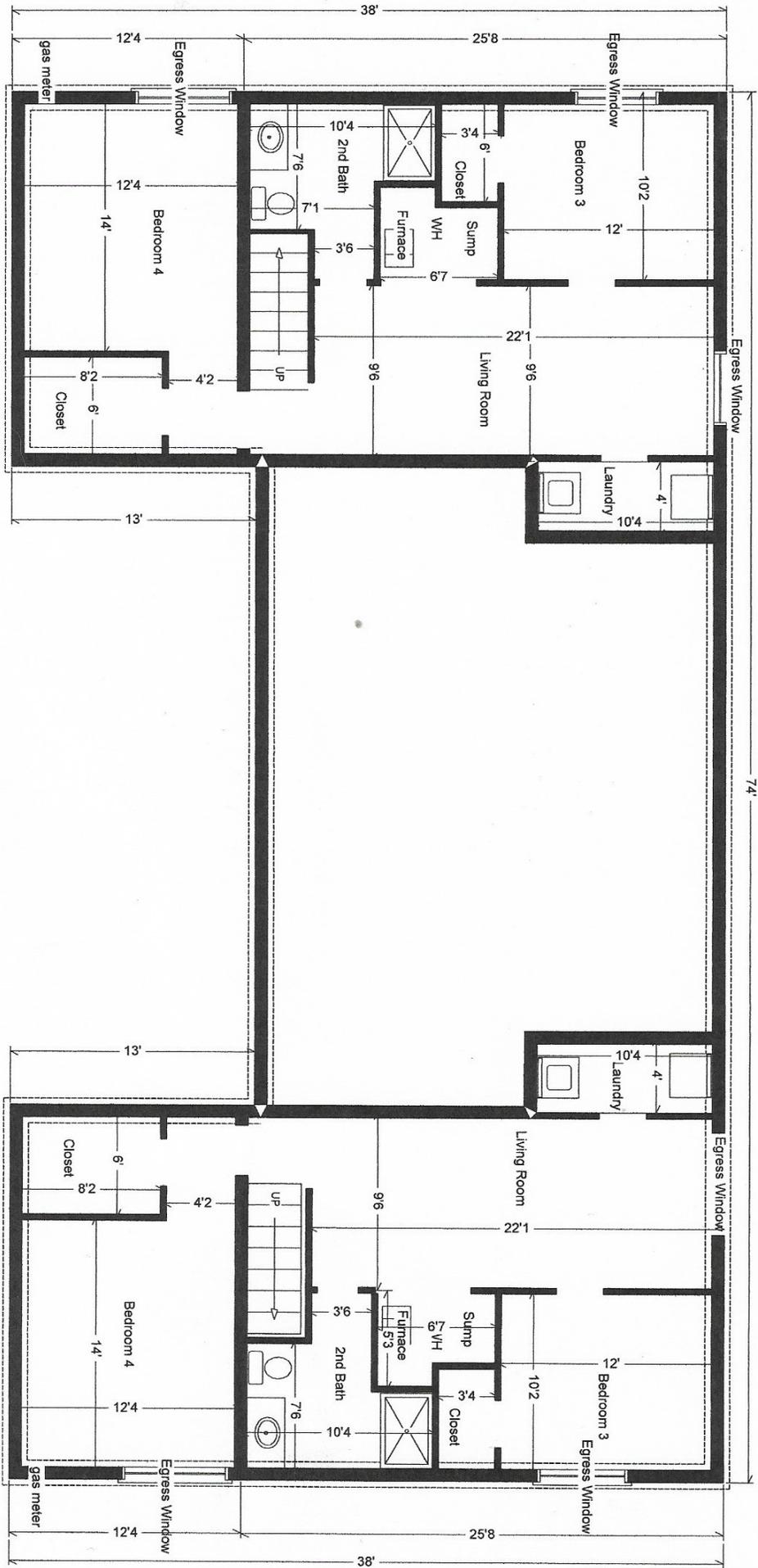
Attachments:

- Current Main Floorplan
- Current Basement Floorplan
- Proposed Main Floorplan
- Proposed Basement Floorplan
- Applicant Letter of Intent
- Public Comments Submitted









LIVING AREA
2370 sq ft

Address of Property: 704-706 W 28th Street

Work being done: Adding two basement bedrooms with egress windows in each, and a bathroom in both basements. Enlarging one of the main floor bedrooms on both sides. Replacing all windows and residing the exterior. The work is getting done to qualify the duplex for two, four-bedroom rental permits. In total there will be an additional 650 sq. ft. of living space added to each unit when the remodel is complete. Target tenant is college students.

I want to do the remodel to get the best return on the investment property and be able to justify improvements on the property that may otherwise be out of my price range. The proposal fits the description of the permitted uses in a R-2 District as a two-unit dwelling with sufficient lot width of 70 ft, 7ft or 10% side yard, and excess lot sq. footage at 10,430 sq. ft. There is a 20ft x 44ft Driveway on the west side of the property to comply with off street parking requirements for 4 residents in 706 w 28th Street. There is also a 22ft. x 40 ft. driveway leading to a two stall garage to satisfy the 4 person off street parking requirements for 704 w 28th Street. The property is located on a corner lot and both streets(walnut and 28th) are the required 31 ft. wide.

General materials used: Vinyl siding and white vinyl windows, drywall, luxury vinyl tile flooring, 48 inch steel window wells

Applicant Information: Wes Geisler Phone:319-415-5803 Email:geislerwm@gmail.com.
Address: 5373 S Hudson Rd. Cedar Falls Iowa 50613

Wes Geisler

Chris Sevy

From: Karen Howard
Sent: Sunday, January 31, 2021 7:37 PM
To: Chris Sevy
Subject: Fwd: Do not allow four new bedrooms at 704-706 W 28th Street

Chris,
Correspondence to forward to P&Z.

Sent from my iPhone

Begin forwarded message:

From: Melanie Griffith <melaniegriffith@cfu.net>
Date: January 30, 2021 at 2:57:53 PM PST
To: Karen Howard <karen.howard@cedarfalls.com>
Subject: **Do not allow four new bedrooms at 704-706 W 28th Street**

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not allow four new bedrooms at 704-706 W 28th Street. We have already experienced over-parking at times on our end of the street (514 W 28th Street) from students parking and going to class. Depending on the weather and how they park, it can be difficult to navigate our way out. My husband and I recently sold the property mentioned and were happy to hear that the young buyer planned on making "improvements." However, adding four more bedrooms really increases the need for more than the additional four spots because people do have friends!

Thank you in advance for your consideration

Melanie Griffith
319 215-2647

To: Planning and Zoning Commission of Cedar Falls.

I have owned the house at 2804 Walnut street since 1966. It is across the street east of 704 W. 28th street.

When we moved in, I think all the residences east of College Street were single family. The first two families west of us on 28th were Jim Walmsley and Professor Robert Waller, and 704 W. 28 was an empty lot. Things have changed, but it's still a nice place to live.

Over time, the areas surrounding UNI changed and the College Hill Neighborhood Overlay District was established. One problem was the increasing number of vehicles. A residence housing a family with two vehicles is one thing. The same residence housing four people, each with a vehicle, is likely to have two vehicles on the street or on a slab next to the house. There is no question but that the changes proposed for the duplex at 704/06 W. 28th will have vehicles parked in yard space. That is my primary concern.

Commuting students park in this area. From College to Walnut street, vehicles are moved to alternate sides of the street each day. As shown below, the "parking side" of the street is full when UNI is in session.



Below is a closer (alternate) view of the area in the upper right, above. It shows a boat parked across from 704 W. 28. It was parked there during the summer and moved to the other side each day. I don't know who the boat belonged to but it is another example

of items for which local residents need storage space. If you have a lot of “stuff” it is easier to store it in the garage and move the car to the street.



As noted above, my concern is the new driveway to the west. I believe it is there to provide space for four more vehicles. It would not be the first place with vehicles parked in the front yard, but it is not attractive. It is already over width and informal widening for another vehicle or boat would add to the problem. For an example of that, see the drive at 2010 Walnut, below, where a previous owner widened the single lane drive to accommodate additional vehicles in front of the car port.



I'm curious about item 3, Parking lot standards, in the Background Analysis. I'm not familiar with the standards for parking lots but, to me, "driveways servicing duplexes" implies a driveway leading to a garage or car port. Is a parking area in the yard – or another area nearby – OK so long as the stated purpose is for "servicing the duplex?"

I ask that the request be denied.

Thanks for considering my comments.

Bob Diedrichs

Manette Scallon
715 W 28th St.
Cedar Falls, IA 50613

February 8th, 2021

Chris Sevy, City Planner
Department of Community Development
220 Clay St.
Cedar Falls, IA 50613

I would like to thank the committee for deferring the decision at the last meeting and sending the notification regarding the College Hill Neighborhood Overlay District Remodel Application to add bedrooms on the property at 704-706 W 28th Street.

I live across the street from said duplex. Therefore, have an interest in what is taking place in the neighborhood. I am also a landlord doing business in both Waterloo and Cedar Falls with one of the rental properties located in this overlay district. As such, I have a unique situation of seeing multiple perspectives on issues being brought forth in this area.

Regarding new driveway:

I have read the agenda packet available online, watched the video, and read the Courier article. As an owner-occupant, I am very disheartened to hear the committee state retroactive approval of the driveway.

Last fall, I was stunned to see all the bushes and the privacy fence being removed. The bushes and privacy fence shielded the patio from view and muffled the noise of outdoor gatherings. Additional concrete and cars versus green lawn and landscaping have already changed the aesthetic view from my home. This does impact the neighborhood character. Previously this property looked like a nice family-style residential home. Now it looks like a conversion of, "let's cram as many as we can into this lot."

I have concerns about precedence being established that may generate an attitude of, "it's easier to seek forgiveness (an exemption) than to get permission" for homeowners or landlords in the overlay district. In 2016, I replaced my badly deteriorated concrete driveway, with a permit and obtained permission to add a flare out to the west of my garage for parking my camper van. However, I was DENIED a variance to the 18 ft width limit when I sought to make it 20 ft wide.

During the past few summers, I have seen four or five driveways widened by several feet, on this block of 28th Street. I doubt the work went through the Department of Community Development commission. I cannot definitively affirm if it did or did not. But if it was approved, it makes me question my denial when all around me others can have permission granted or retroactive approval.

Regarding interior remodel:

I believe it is a total overreach of governmental authority when a commission begins to dictate what a person can and cannot do to upgrade/improve a property investment, provided permits are obtained and building codes are met. As a landlord, this angers me. Landlords should not be prohibited from making improvements equal to owner-occupant improvements. If permissible for

owner-occupants, it ought to be permissible for landlords–no discriminatory double standards. Use the same rules for both.

Regarding street parking:

Density is an issue of its own. Know this fact: if every home in the College Hill Neighborhood Overlay District were owner-occupied there would still be cars parked on streets due to students and or staff who commute from further away.

When my daughter attended UNI, a couple of decades ago, she would park as close to campus as she could and walk from car to campus (usually 3-5 blocks). Currently, my adult granddaughter who commutes from 40 minutes away to attend UNI does the same thing. In the neighborhoods near the campus, there will be cars during school sessions. Not all can purchase parking permits for the campus parking lots. There are more students than available parking stalls on campus.

Thank you for taking time to hear my thoughts. Thank you for careful consideration of the issues.

Respectfully submitted,

Manette K. Scallon

Manette Scallon

Chris Sevy

From: Karen Howard
Sent: Tuesday, February 9, 2021 5:53 PM
To: Abby Sears; Amanda Lynch; Brad Leeper; Dale Schrad; 'Dave Hartley'; Kyle Larson; 'Lea Ann Saul'; Leslie Prideaux; Mardy Holst
Cc: Chris Sevy
Subject: FW: 704-706 W. 28th Street

Planning and Zoning Commissioners,

You may have received something directly from Ms. Griffith and we included some correspondence from her in your packet and by email. I am forwarding this email exchange she had with Dale so that everyone has the same information (see below).

If you receive any correspondence directly please forward to me so I can distribute to all. Please advise anyone who contacts you outside a meeting to contact me or email the planning inbox: Planning@cedarfalls.com Please also do not email to each other as that may inadvertently result in an unpublished online meeting that would be a violation of the open meetings laws.

Thank you and see you tomorrow evening!

-Karen

From: daleschrad@gmail.com [<mailto:daleschrad@gmail.com>]
Sent: Monday, February 8, 2021 2:58 PM
To: Karen Howard
Subject: Fwd: 704-706 W. 28th Street

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is an email some commission members received. Dale

Sent from my iPhone

Begin forwarded message:

From: Melanie Griffith <melaniegriffith@cfu.net>
Date: February 2, 2021 at 10:48:52 AM CST
To: Dale Schrad <daleschrad@gmail.com>
Subject: Re: 704-706 W. 28th Street

PS

Just making sure the P&Z is keeping in mind that right now the number of students/cars is less due to COVID.

Joe says Hi!

On Feb 1, 2021, at 2:21 PM, Melanie Griffith <melaniegriffith@cfu.net> wrote:

Thanks for the reply!
Sorry, I did not remember your name or I would have been more personal.

Regarding the Duplex.... More people means more rent for the landlord, but we never had more than two people per side, though we were allowed four.

Even so...

Before we sold, I needed to stop by the West side, but the young married couple parked tandem in their driveway (because their garage was packed full of stuff!)

so there was no room for me to park. I didn't want to park in the other tenants space in case she came back and there was NO parking to be found up, down or around the streets!

I drove home and parked in our driveway and walked back wondering what a service vehicle would have done.

It's disappointing. We became landlords out of Self Defense, so we could control properties near us. We never actively sought properties. Landlords knew us or neighbors were going to move and asked if we were interested in buying.

People forget or they don't understand because they don't live nearby so they don't experience the problems.
More is not always better.

Regarding Joe, he has been playing Pickle Ball! I'll tell him you asked about his golf game. :)

From: "Dale Schrad" <daleschrad@gmail.com>
To: "Melanie Griffith" <melaniegriffith@cfu.net>
Sent: Monday, February 1, 2021 12:56:38 PM
Subject: Re: 704-706 W. 28th Street

Thanks for the email expressing your concern. Sorry as a member of the P & Z I cannot render an opinion to you but I will bring all your concerns to our next meeting. Density is a concern for the members and as I do my research on the neighbor, by driving during different times of the week, Walnut shows no problem, as the city has put up No Parking signs on both sides of the street. 28th street is a parking nightmare. How is Joe's golf game? Dale

On Mon, Feb 1, 2021 at 11:57 AM Melanie Griffith <melaniegriffith@cfu.net> wrote:

I am concerned about the consequences of adding four bedrooms to 704-706 W 28th Street and suggest a compromise of two additional bedrooms instead of four. My husband and I live down the street at 514 W 28th, own 610 W 28th and recently sold the duplex to Wes as we are attempting to retire from being landlords.

We are already experiencing congestion from students parking on our dead end, making it difficult to navigate. As landlords, we realize that with renters, come friends, especially when they are students. You can't provide parking for renters friends, but you can limit the number of renters.

Thank you for your consideration in this matter.

Melanie Griffith

College Hill duplex plan raises flags, but stays alive

AMIE RIVERS
amie.rivers@wctcourier.com

CEDAR FALLS — Though city staff recommended denying a request to add four bedrooms to a duplex in the city's College Hill district, at least some zoning commissioners seem willing to consider allowing the remodel.

Wes Geisler, who owns the duplex at 704 and 706 W. 28th St. in Cedar Falls, asked the city for permission to add two bedrooms to each side of the duplex by finishing the basements, meaning eight people could live there instead of a maximum of four.

That set off alarm bells among city planners.

"The College Hill Neighborhood Overlay was established to

preserve neighborhood character after a long history of rental properties that increased density," said city planner Chris Sevy. "Doubling occupancy would have external effects."

Those effects, that Sevy said would "detract from the neighborhood character," included an increased number of cars, traffic and parking needs, as well as increased "wear and tear" on the home.

At Wednesday's Planning and Zoning Commission meeting, Geisler told commissioners he paved an existing gravel drive in order to have a second driveway, theoretically providing enough parking for eight residents who tandem park.

He also noted, in response to Sevy's notes about the state of the property, that he planned to clean out the gutters and replace old windows and siding. But he disputed that his property, which he purchased last year, would be out of character for the surrounding area.

"In my block, there's one homeowner-occupied single-family home out of 16," Geisler said. "If you're looking at the entire neighborhood, 41 of 49 houses are rentals."

"I understand Wes's breakdown of rental properties," commissioner Leslie Prideaux said, "but the density is the primary issue."

She asked city staff to provide

a breakdown of the density of surrounding homes for the next meeting before the commission made a decision on Geisler's proposal.

Most agreed their decision hinged on whether the 8-person density was in line with neighboring properties.

But Commissioner Kyle Larson said he thought not allowing Geisler to finish his basement would be a "major degradation of owner rights," density notwithstanding.

"If we're trying to stand in the way of an owner improving their property, I think it sets a dangerous precedent," Larson said, and Commissioner LeaAnn Saul agreed.

March 10, 2019
Homeowner: Wes
City Staff: Sevy, Larson, Saul, Prideaux

other home owner?

Driveway required was NOT gravel

Mardy Holst (Lauren)

Should not cause neighborhood degradation

One you aware that Wes has already removed a patio and yard on the W. side and put a large parking area there? The existing driveway, leading to the garages had a section that had deteriorated, and had to be replaced.

Mardy,

We recently sold this duplex to Wes!

Please do NOT allow him to add two bedrooms to each side! I couldn't find your phone #.

Call if you have any questions.

Best regards to you and Lauren.

Melanie



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 Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: February 25, 2021
SUBJECT: 6607 University Avenue Site Plan Revision for Starbeck's Smokehouse

REQUEST: S-1, Shopping Center District Site and Facade Plan Review

PETITIONER: JDavis Properties LLC, owner; Levi Architecture

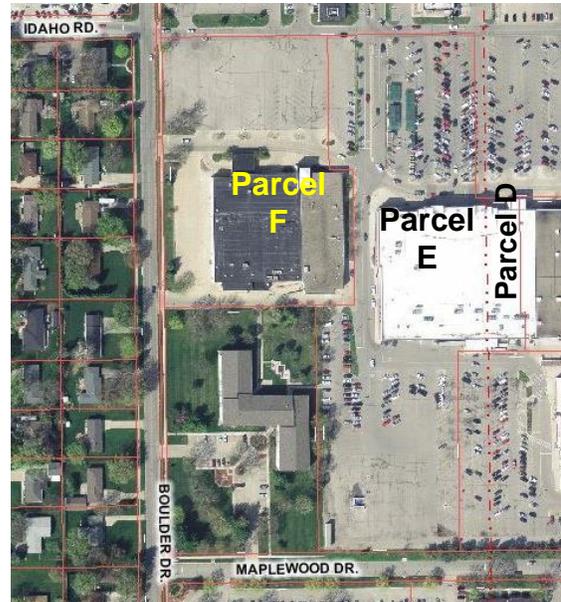
LOCATION: 6607 University Avenue

PROPOSAL:

JDavis Properties, LLC is completing the final build out for one of the portion of the old Hy-Vee building on University Avenue. This includes completing tenant space for Starbeck Smokehouse approximately 2,900 square feet, part of Suite-B (Approx. 5320 Sq.ft.), located in the north-west corner of the building at 6607 University Avenue.

BACKGROUND:

College Square Mall Development LLC (GK Development) owned the College Square Mall (including the Hy-Vee properties) from 2004-2014. In 2013, GK Development created three lots through a minor subdivision plat: Parcels D, E & F. Parcel D is Hy-Vee Wine and Spirits, Parcel E is the existing Hy-Vee grocery store, and Parcel F is the former Hy-Vee store where Slumberland furniture is located. The current owner purchased the property in the winter of 2016 for the development of the building on Parcel F.



This property is S-1, Shopping Center District, similar to the Mall property. The purpose of this district is to provide for the development

of shopping centers. Any changes or modifications or amendments to the plans for the commercial use and development of property in the S-1 zone shall be reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. (Section 26-189(5)(b)). For the proposed build out, the elements under review include build out for Starbeck Smokehouse, façade changes and sign changes.

In 2018, Planning and Zoning Commission and City Council approved the redevelopment plans and site plan for Suite A, B and C of 6607 University Avenue building along with development agreement. At present, Suite C is occupied by Trinkets and Togs, and Suite A is occupied by Scratch Cupcakery and Suite B build out is being proposed. The proposal includes development of 2,900 Square feet of Suite B (5,320 square feet) for Starbeck's Smokehouse restaurant. And the rest of the space of suite B is going to be utilized as storage area and expansion of Scratch Cupcakery. The proposal does include some minor façade changes like changing the height and placement of canopies, changing the sign areas and its placement, reducing the number of openings, addition of partial shading (pergolas) over the patio area and some minor façade material changes from what was approved in 2018. Staff finds that these are minor changes in the building exterior, for which mandatory Planning and Zoning Commission review is not required, but according to the S1 Shopping District requirements must be reviewed and approved by City Council.

STAFF ANALYSIS

This project includes the build out of the last tenant suites in the western 1/3 of the building. Suite A is an internal tenant with frontage on the north side of the building. Suite B is situated at the northwest corner of the building and Suite C is at the southwest corner of the building. Suite A is occupied by Scratch Cupcakery and Suite C is occupied by Trinkets and Togs. With this proposed build out, part of Suite B will be occupied by Starbeck's Smokehouse and the other remaining portion will be taken for expansion by Scratch Cupcakery. After this build out, all the work in all the suites will be completed.

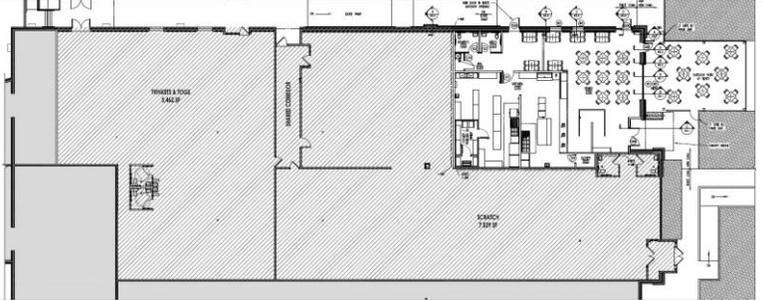
The proposed build out Starbeck's Smokehouse includes some minor changes from what was approved in 2018. These include minor changes in the facades of the building, changes in sign area and locations for signs on the building, changing canopy heights and shape, adding a pergola over the patio area and changes in the façade materials. Below is the comparison between the approved drawings and the proposed build out for the Suite B.

Previously Approved in 2018



- The approved layout of Suite A, B and C where Suite A is about 5,109 sq.ft., Suite B is about 5,320 sq.ft. and Suite C is about 5,462 sq.ft.

Currently Proposed



- The proposed layout changes the configuration of Suite A and B. Suite B is reduced to 2,900 sq.ft. and will be occupied by Starbeck's Smokehouse and Suite A is increasing to 7,529 sq.ft. The increase in the interior space of Suite A will be more of interior expansion of Scratch Cupcakery.



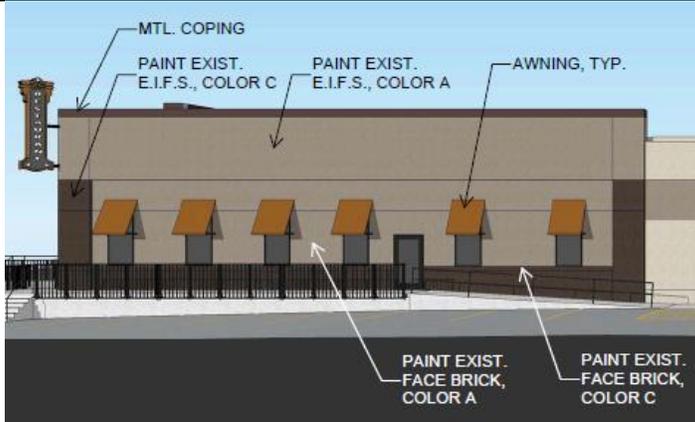
- The North Elevation includes dark tone corrugated metal panels with a rectangular canopy extending out of the north wall and awnings to shade the doors leading to patio area.
- The painted EIFS on the majority of wall covering and a contrasting color metal coping will be used as a cap to the wall.
- Number of openings includes two doors opening in patio area, a glass overhead door and a regular door with transom window.



- Proposed North Elevation includes increasing the area of corrugated metal panels, removal of awnings, changing the height of canopy and addition of a column to support canopy.
- The painted EIFS is now replaced with cedar lap siding and corrugated rustic metal panels and firestone matte black color metal coping will be used as a cap to the wall.
- Numbers of window openings above are reduced. Entry doors remain the same.
- Patio area is now proposed with a covered shade structure and screened with railings.
- Proposed signage now includes three areas, with placement of logo beneath the canopy, a wall sign over the canopy with decorative

- Patio area is uncovered and screened with railings.
- Signage is proposed over the extended canopy over the corrugated metal panels and additional projecting sign is added off the corner of the building.

lighting and a vertically aligned wall sign over the northwestern section of the building.



The west elevation of the building mostly comprised of painted EIFS and series of windows capped with awning, a door leading to shared area of suites and a c-shaped band of painted brick. Entire façade was capped with metal coping at the top.



Proposed west elevation includes changing the façade to cedar lap siding in place of painted EIFS. Two vertical corrugated rustic metal panels will be added at both ends of the façade. Two doors are proposed one serving the entrance for customer and other leading to shared area of suites. The number of windows is reduced. Entire faced will be capped with firestone matt black color.



Perspective view of the building maintaining similar color tones throughout the building, a faced with openings and awnings and an uncovered patio.



Proposed perspective view of the building shows the change of materials from EIFS to cedar lap siding (wooden), fewer awnings, increased header height along the north wall, increased height of canopy and wall sign and eliminating the projecting sign. Proposed work will also include a covering over the patio area.

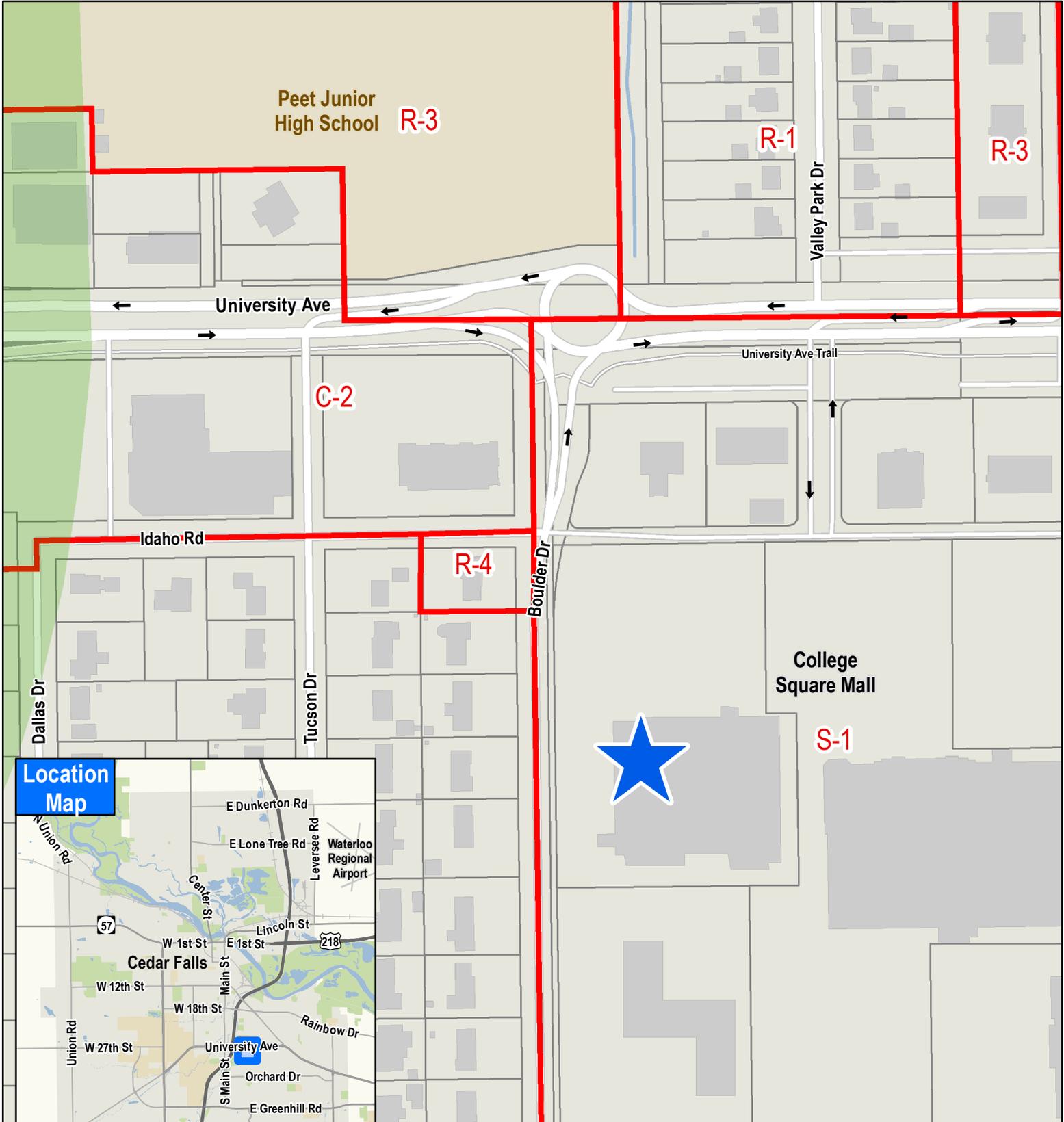
Above table highlights the minor differences between the approved site plan in 2018 and the current proposal. Apart from exterior façade modification discussed above, there are no changes to parking, utilities, or encroachment into any easements. All other aspects of the site remain the same as was approved in 2018.

City staff notes that a separate permit will be required for signage installations. Signage will be reviewed by planning staff when the sign permit applications are received.

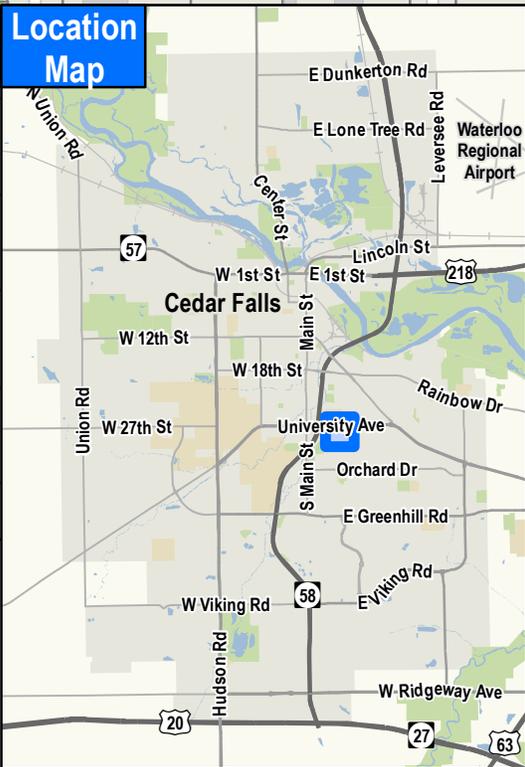
STAFF RECOMMENDATION:

The Community Development Department recommends approval of the proposed minor changes and modifications for Starbeck's Smokehouse build out project (Suite B) at west side of 6607 University Avenue building.

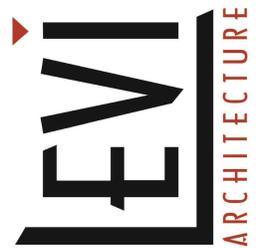
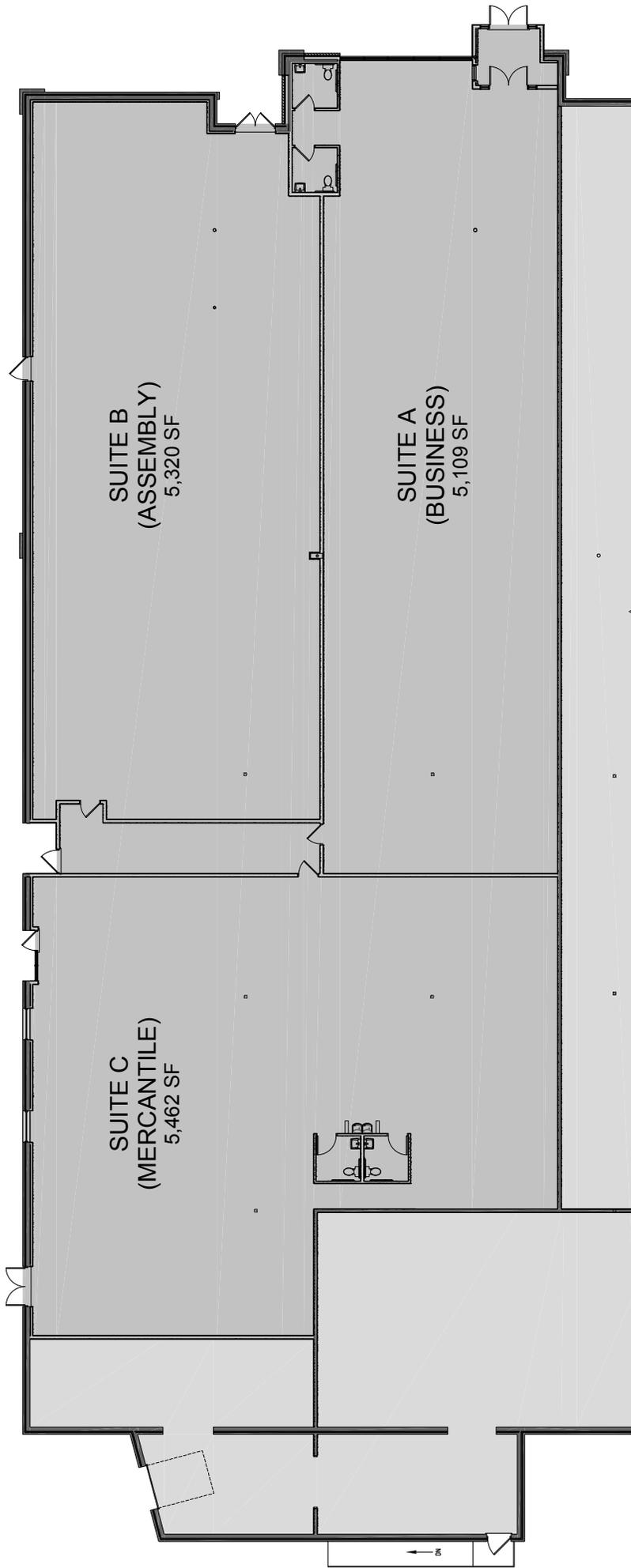
Attachments: Supplemental Materials
Elevations and renderings



Location Map



**S -1 Zoning Site Plan Review for
Starbucks Smokehouse (Suite B)
6607 University Avenue**



6607 University Ave Redevelopment

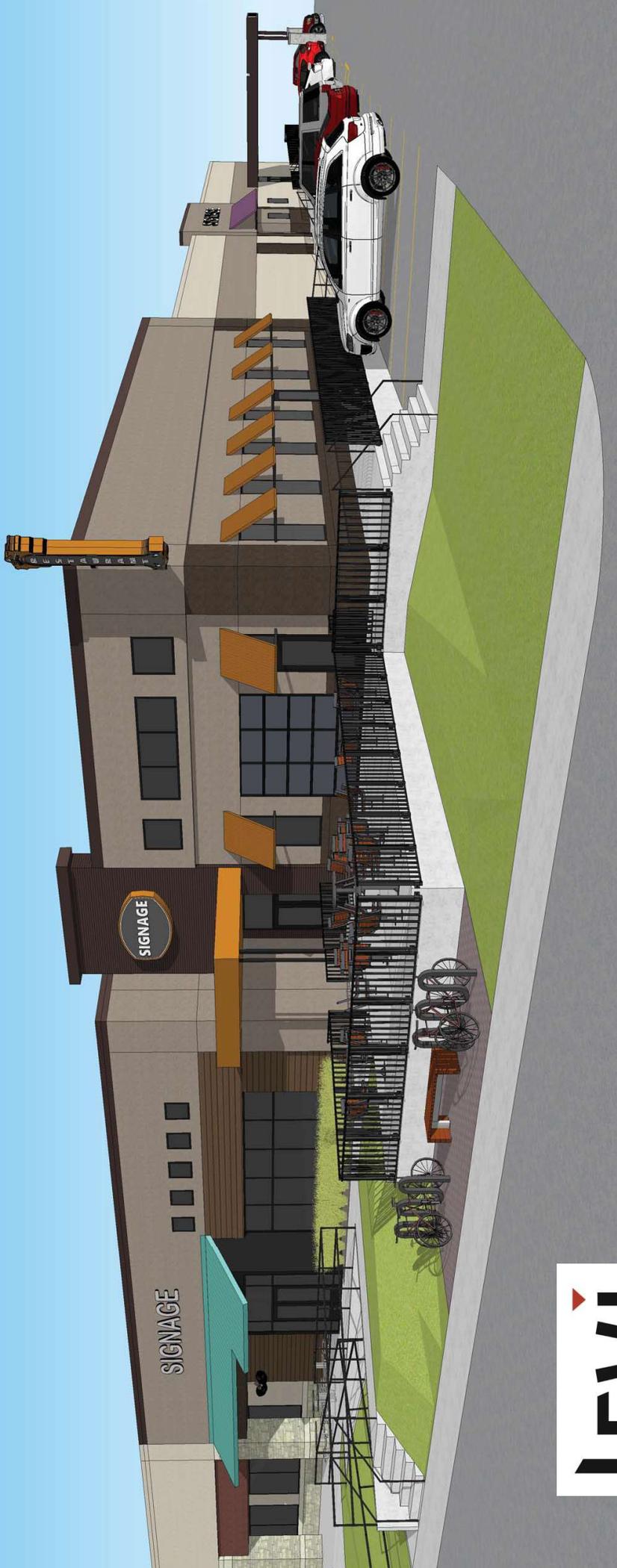
University Avenue | Cedar Falls



FLOOR PLAN
16,321 SF

6607 University Ave Redevelopment

University Avenue | Cedar Falls



PERSPECTIVE VIEW
(WITH FUTURE TENANT)

Item 29.

6607 University Ave Redevelopment

University Avenue | Cedar Falls

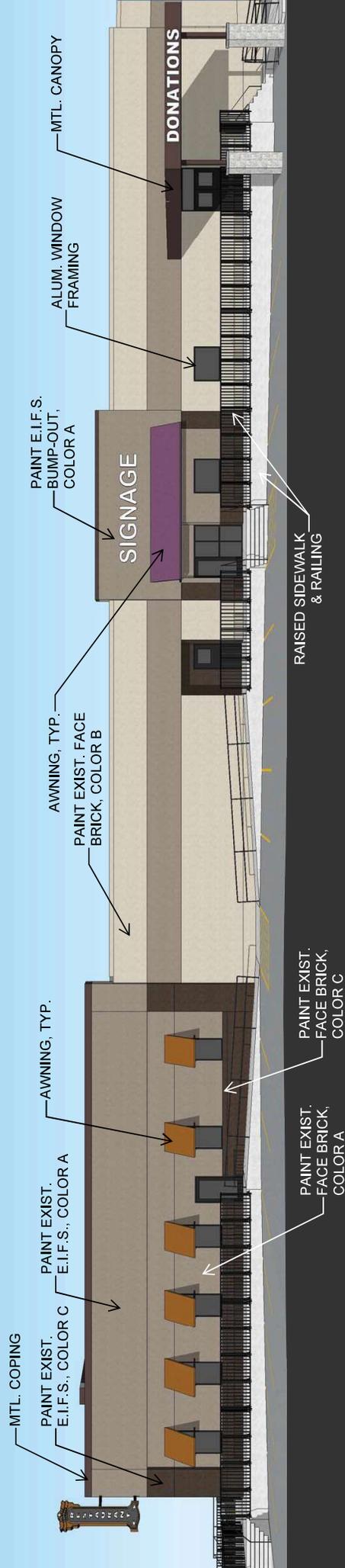


NORTH ELEVATION



6607 University Ave Redevelopment

University Avenue | Cedar Falls



WEST ELEVATION

Item 29.



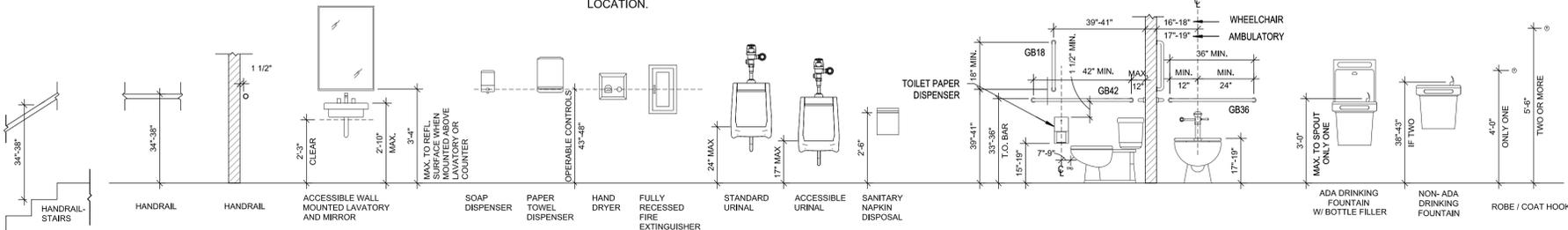
ABBREVIATIONS

| | | | |
|-----------|--|----------|-----------------------------------|
| AFF | ABOVE FINISH FLOOR | MAX. | MAXIMUM |
| ACT | ACOUSTICAL CEILING TILE | MECH. | MECHANICAL |
| ALT | ALTERNATE | MFR. | MANUFACTURER |
| ALUM. | ALUMINUM | MIN. | MINIMUM |
| APC | ACOUSTIC PANEL CEILING | MISC. | MISCELLANEOUS |
| APPROX. | APPROXIMATE | MO | MASONRY OPENING |
| ARCH. | ARCHITECT (URAL) | MTL. | METAL |
| BD. | BOARD | MULL. | MULLION |
| BLDG. | BUILDING | NIC | NOT IN CONTRACT |
| BLKG. | BLOCKING | NOM. | NOMINAL |
| BOT. | BOTTOM | NTS | NOT TO SCALE |
| B.O. | BOTTOM OF | OC | ON CENTER |
| BRG. | BEARING | OD | OVERFLOW DRAIN |
| BUR | BUILT UP ROOF | OPG. | OPENING |
| CC | CORNER GUARD | PLAM. | PLASTIC LAMINATE |
| CJ | CONTROL JOINT | PLAS. | PLASTER |
| CL / C.L. | CENTERLINE | PT. | PAINT |
| CLC. | CEILING | PTD | PAPER TOWEL DISPENSER |
| CMU | CONCRETE MASONRY UNIT | QT | QUARRY TILE |
| COL. | COLUMN | RA | RETURN AIR |
| CONC. | CONCRETE | R / RAD. | RADIUS |
| CONST. | CONSTRUCTION | RB | RUBBER BASE |
| CONT. | CONTINUOUS | RD | ROOF DRAIN |
| CORR. | CORRIDOR | RO | ROUGH OPENING |
| CPT. | CARPET | R.O.W. | ROOF TOP UNIT |
| CT | CERAMIC TILE | RVT | REINFORCED VINYL TILE |
| D. | DEEP | SA | SUPPLY AIR |
| DF | DRINKING FOUNTAIN | SABF | SOUND ATTENUATING FIBERGLASS BATT |
| DIA. | DIAMETER | SCHED. | SCHEDULE |
| DIM. | DIMENSION | SF | SQUARE FEET |
| DN. | DOWN | SHT. | SHEET |
| DS | DOWNSPOUT | SHGT. | SHEATHING |
| DTL. | DETAIL | SIM. | SIMILAR |
| DWG. | DRAWING | SPEC | SPECIFICATION |
| EA. | EACH | SS | STAINLESS STEEL |
| EJ | EXPANSION JOINT | STD. | STANDARD |
| EL. | ELEVATION | STL. | STEEL |
| ELEC. | ELECTRICAL | STOR. | STORAGE |
| ELEV. | ELEVATOR | STRUCT. | STRUCTURAL |
| EQ. | EQUAL | SUSP. | SUSPENDED |
| EQUIP. | EQUIPMENT | TERR. | TERRAZZO |
| EW | ELECTRIC WATER COOLER | THK. | THICK (NESS) |
| EX. | EACH WAY | T.O. | TOP OF |
| EXH. | EXHAUST | T.O.B. | TOP OF BEAM |
| EXIST. | EXISTING | T.O.C. | TOP OF CONCRETE |
| EXP. | EXPOSED | T.O.F. | TOP OF FOOTING |
| EXT. | EXTERIOR | T.O.W. | TOP OF WALL |
| FD | FLOOR DRAIN | TPD | TOILET PAPER DISPENSER |
| FE | FIRE EXTINGUISHER | TV | TELEVISION |
| FEC | FIRE EXTINGUISHER CABINET | TYP. | TYPICAL |
| FIN. | FINISH (ED) | U. | URINAL |
| FLR. | FLOOR | VAR. | VARIES |
| FND. | FOUNDATION | VIF | VERIFY IN FIELD |
| FR | FIRE RATED / FIRE RESISTANT | VB | VINYL BASE |
| FTG. | FOOTING | VERT. | VERTICAL |
| GA. | GAUGE | WC | WATER CLOSET |
| GALV. | GALVANIZED | WD | WOOD |
| GC | GENERAL CONTRACTOR | WB | WEATHER BARRIER |
| GYP. | GYPSONUM | WF | WELDED WIRE FABRIC |
| GWB | GYPSONUM WALL BOARD | | |
| HDW. | HARDWARE | | |
| HM | HOLLOW METAL | | |
| HORIZ. | HORIZONTAL | | |
| HVAC | HEATING, VENTILATING, AIR CONDITIONING | | |
| INT. | INTERIOR | | |
| JST. | JOIST | | |
| JT. | JOINT | | |
| KIT. | KITCHEN | | |
| LAV. | LAVATORY | | |
| LHR | LEFT HAND RETURN | | |
| LT. | LIGHT | | |

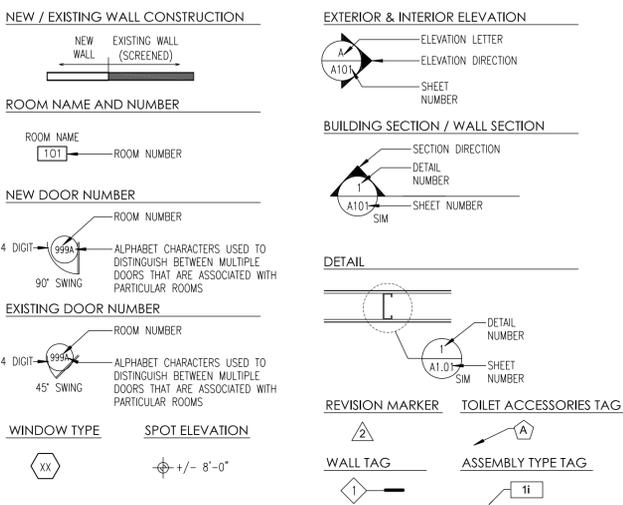
CODE STUDY

| | |
|------------------------------|--|
| LOCATION: | CEDAR FALLS, IA |
| BUILDING LEVELS: | ONE |
| APPLICABLE CODES: | BUILDING: 2015 INTERNATIONAL BUILDING CODE PLUMBING: 2015 UNIFORM PLUMBING CODE ELECTRICAL: 2014 NATIONAL ELECTRIC CODE MECHANICAL: 2015 INTERNATIONAL MECHANICAL CODE FIRE: 2015 INTERNATIONAL FIRE CODE ENERGY: 2012 INTERNATIONAL ENERGY CONSERVATION CODE ACCESSIBILITY: ICC A117.1-2009 |
| OCCUPANCY GROUP(S): | A-2 ASSEMBLY |
| CONSTRUCTION TYPE: | NON-COMBUSTIBLE IIB |
| FIRE RESISTIVE REQUIREMENTS: | EXTERIOR BEARING WALL.....(0 HOUR) ROOF CONSTRUCTION.....(0 HOUR) CEILING.....(0 HOUR) |
| FIRE SPRINKLERS: | PROVIDED |
| MAX TRAVEL DISTANCE: | <250' |
| MAX COMMON TRAVEL DIST.: | <75' |

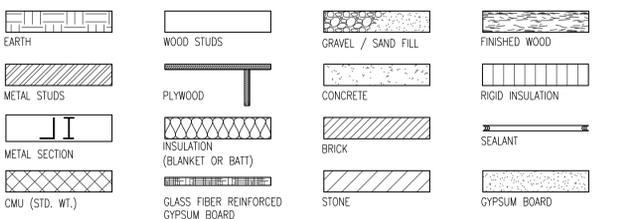
STANDARD MOUNTING HEIGHTS



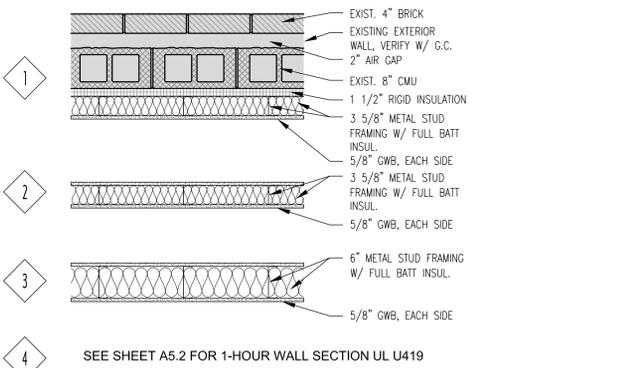
GRAPHIC SYMBOLS



MATERIAL INDICATIONS



WALL TYPES



MEP NOTES

- HVAC, ELECTRICAL AND PLUMBING CONTRACTORS TO COORDINATE PROPOSED EQUIPMENT INSTALLATIONS W/ LOCAL INSPECTORS PRIOR TO CONSTRUCTION.
- PLUMBING SHALL BE DESIGNED AND INSTALLED TO MEET THE 2015 UNIFORM PLUMBING CODE (UPC), IOWA STATE PLUMBING CODE AMENDMENTS, AND CITY OF CEDAR FALLS CODE OF ORDINANCE.
- PRIOR TO THE PLUMBING PERMIT BEING ISSUED, G.C. TO MEET WITH PLUMBING INSPECTOR TO DISCUSS PROJECT CLARITY AND TO IDENTIFY THE INTENDED WORK TO BE PERFORMED IS IN ACCORDANCE WITH THIS CODE.
- TOILET ROOMS AND WATER HEATERS INSTALLED TO MEET UPC SECTION 418.3 LOCATION OF FLOOR DRAINS, WHICH STATES ALL FLOOR DRAINS SHALL BE INSTALLED IN THE FOLLOWING AREAS: (1) TOILET ROOMS CONTAINING TWO OR MORE WATER CLOSETS OR A COMBINATION OF ONE WATER CLOSET AND ONE URINAL EXCEPT IN A DWELLING UNIT. (5) ROOMS EQUIPPED WITH A WATER HEATER.
- PLUMBING FIXTURES SHALL MEET UPC SECTION 403.0 ACCESSIBLE PLUMBING FACILITIES AND VERIFY UPC SECTION 403.3 EXPOSED PIPES AND SURFACES SHALL BE MET.
- PLEASE NOTE THE LIMITATION OF HOT WATER TEMPERATURE FOR PUBLIC LAVATORIES UPC SECTION 407.3.
- PROVIDE NEW GREASE INTERCEPTOR, COORDINATE W/ CITY ON SIZING AND LOCATION.



Starbeck's Smokehouse

Sheet Index

| | |
|----------------------|--|
| General | G1.0 COVER, SHEET INDEX & LOCATION MAP |
| Structural | S1.0 STRUCTURAL NOTES, PLANS AND DETAILS |
| Architectural | A2.0 OVERALL FLOOR PLAN A2.1 ENLARGED FLOOR PLAN A2.2 REFLECTED CEILING PLAN A3.0 EXTERIOR ELEVATIONS & RAILING DETAIL A5.0 WALL SECTIONS A5.1 WALL SECTIONS A5.2 WALL SECTIONS & 1-HR WALL SECTION A6.0 DETAILS A8.0 OPENING SCHEDULE & TOILET PLANS & ELEVATIONS |

Owner

Jeff Starbeck
6607 UNIVERSITY AVENUE
CEDAR FALLS, IA 50613

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1310 GRANDVIEW AVENUE
WATERLOO, IA 50703
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CONTACT: JASON HUFF (jason@huffcontractinginc.com)

Architect

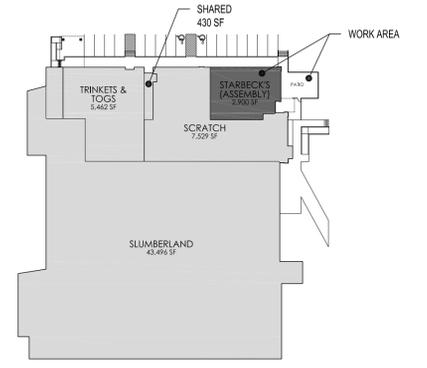
Levi Architecture
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CEDAR FALLS, IA 50613
319.277.5636 319.277.5639 FAX
CONTACT: DAN LEVI, AIA (danlevi@leviarch.com)

Structural Engineer

M2B Structural Engineers, LLP
422 2ND AVE. SE
CEDAR RAPIDS, IA 52401-1330
319.364.0666 319.362.1456 FAX
CONTACT: MIKE BRENNEMAN, P.E. (mbrenneman@m2bengineers.com)

GENERAL NOTES

- MATERIALS AND USES IN THE BUILDING WILL BE COMPATIBLE WITH ASSIGNED OCCUPANCIES AND CONSTRUCTION TYPE. INTERIOR FINISHES TO MEET IBC CHAPTER 8 REQUIREMENTS. TEMPERED/SAFETY GLAZING TO BE PROVIDED AS INDICATED ON PLANS AND TO MEET 2015 IBC 2406.
- EMERGENCY LIGHTING WILL BE PROVIDED AND RELOCATED PER 2015 IBC 1008. VERIFY KNOX BOX LOCATION WITH LOCAL FIRE RESCUE. ADDITIONAL FIRE EXTINGUISHERS WILL BE PROVIDED BY G.C. AND MEET 2015 IBC 906.
- ALL WOOD USED FOR BLOCKING TO BE FIRE TREATED LUMBER.
- SPRINKLER, LIFE SAFETY, AND FIRE ALARM SYSTEMS ARE TO BE DESIGNED AND SUBMITTED FOR REVIEW AND APPROVAL BY A LICENSED DESIGN PROFESSIONAL PRIOR TO START OF WORK. THE DESIGN OF SYSTEM(S) MUST COMPLY TO LOCAL, STATE, AND NATIONAL CODES.
- DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK.
- DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES INCLUDING CARPET, PAD, CERAMIC TILE, V.C.T., ETC.
- "TYP." MEANS THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
- ALL PENETRATIONS THROUGH RATED WALLS NEED TO BE FIRE CAULKED FOR APPROPRIATE RATING.
- ALL STEEL STUDS ARE 18 GA. U.N.O.
- OCCUPANCY LOAD SIGN OF 55 OCCUPANTS WILL BE POSTED NEAR ENTRY OF ASSEMBLY SPACE.
- COUNTER TO BE PROVIDED WITH CODE COMPLIANT+34" ADA COUNTER HEIGHT SECTION 36" WIDE.
- DINING AREA TO BE ACCESSIBLE AND AT LEAST 5% OF DINING SURFACES ARE TO BE ACCESSIBLE.
- PLANS TO BE SUBMITTED TO BLACK HAWK COUNTY HEALTH DEPARTMENT FOR REVIEW.



LOCATION MAP
Scale: NTS

Architect's Stamp

DANIEL E. LEVI
5266 IOWA
LICENSED ARCHITECT

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of Iowa.

Daniel E. Levi
Printed or Typed Name
Signature

Discipline: Architect
Iowa License No: 5266
Pages or Sheets covered by this seal: G1.0, A2.0, A3.0, A5.0, A5.1, A5.2, A6.0, A8.0
Date of issuance: Feb. 5, 2021

Item 29

LEVI ARCHITECTURE

P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

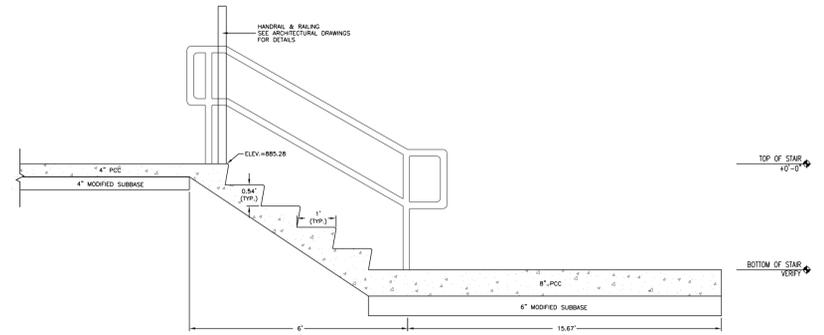
Copyright 2021
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Huff Contracting, Inc.
Building since 1948

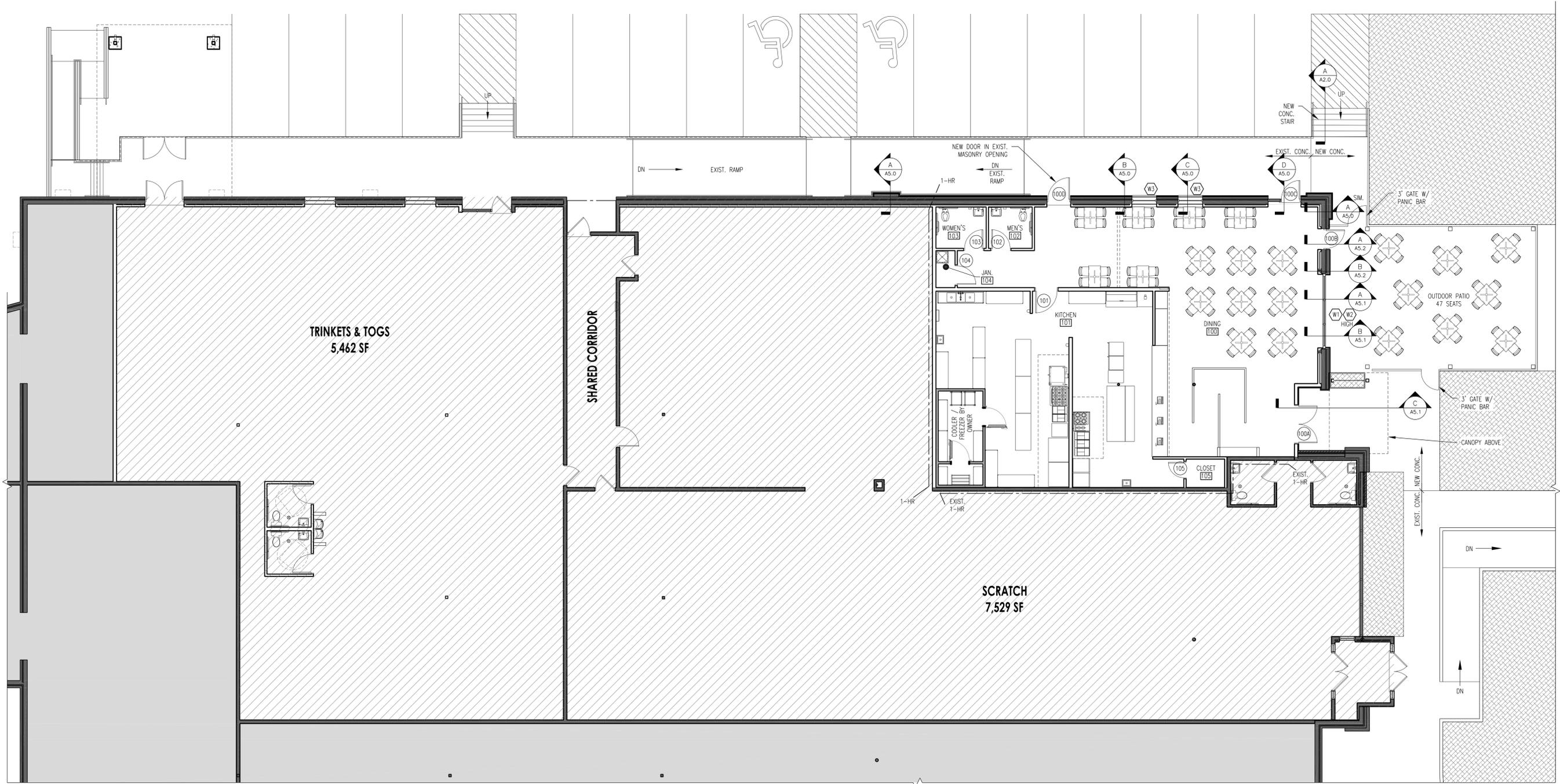
Starbeck's Smokehouse Build-Out
6607 University Avenue
Cedar Falls, Iowa
Cover, Sheet Index & Location Map

G1.0

Date:
Feb. 5, 2021

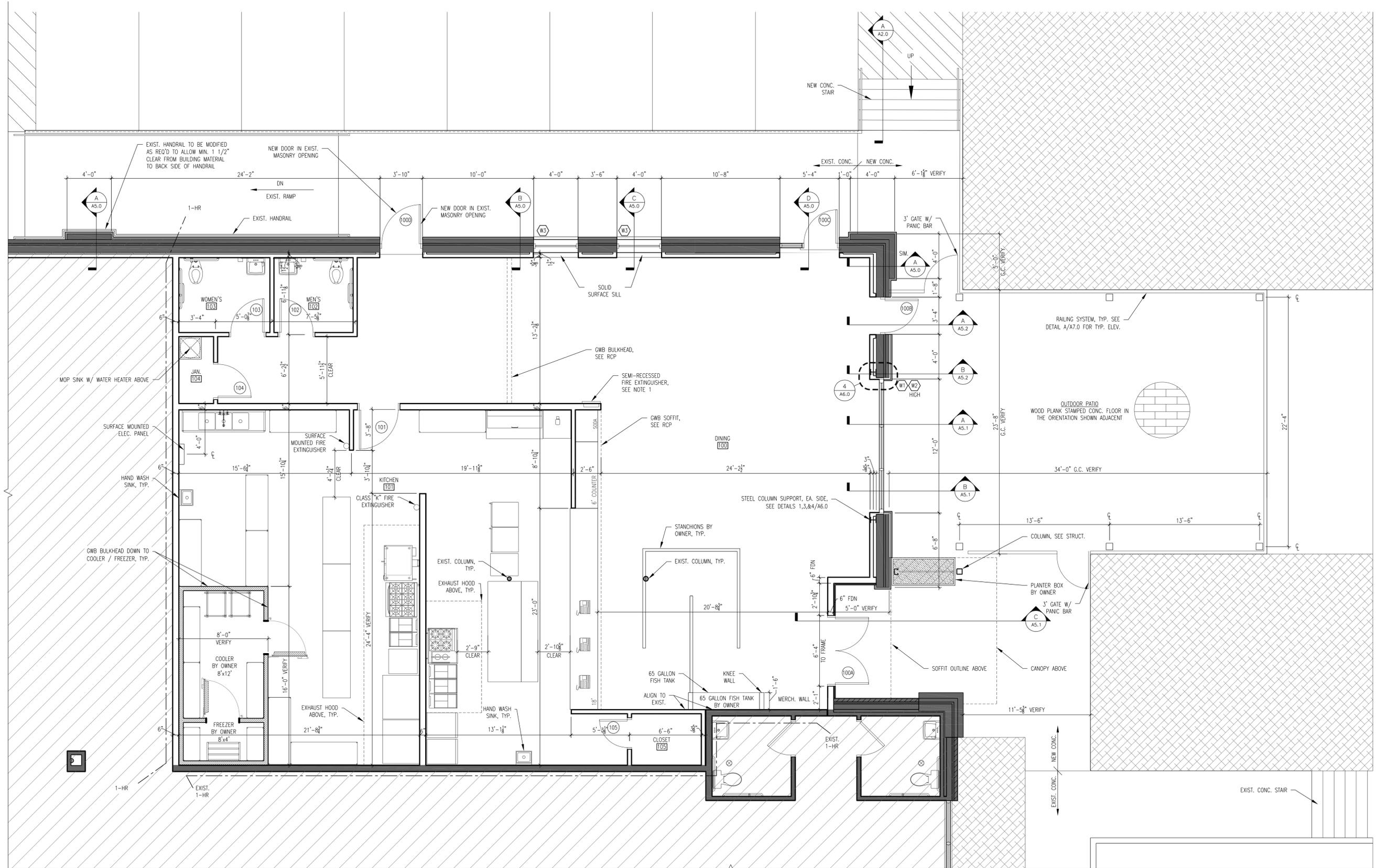


A STAIR SECTION
Scale: NTS

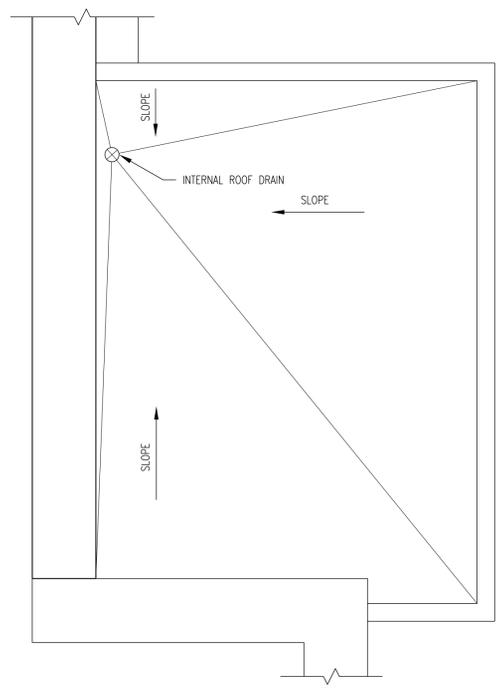
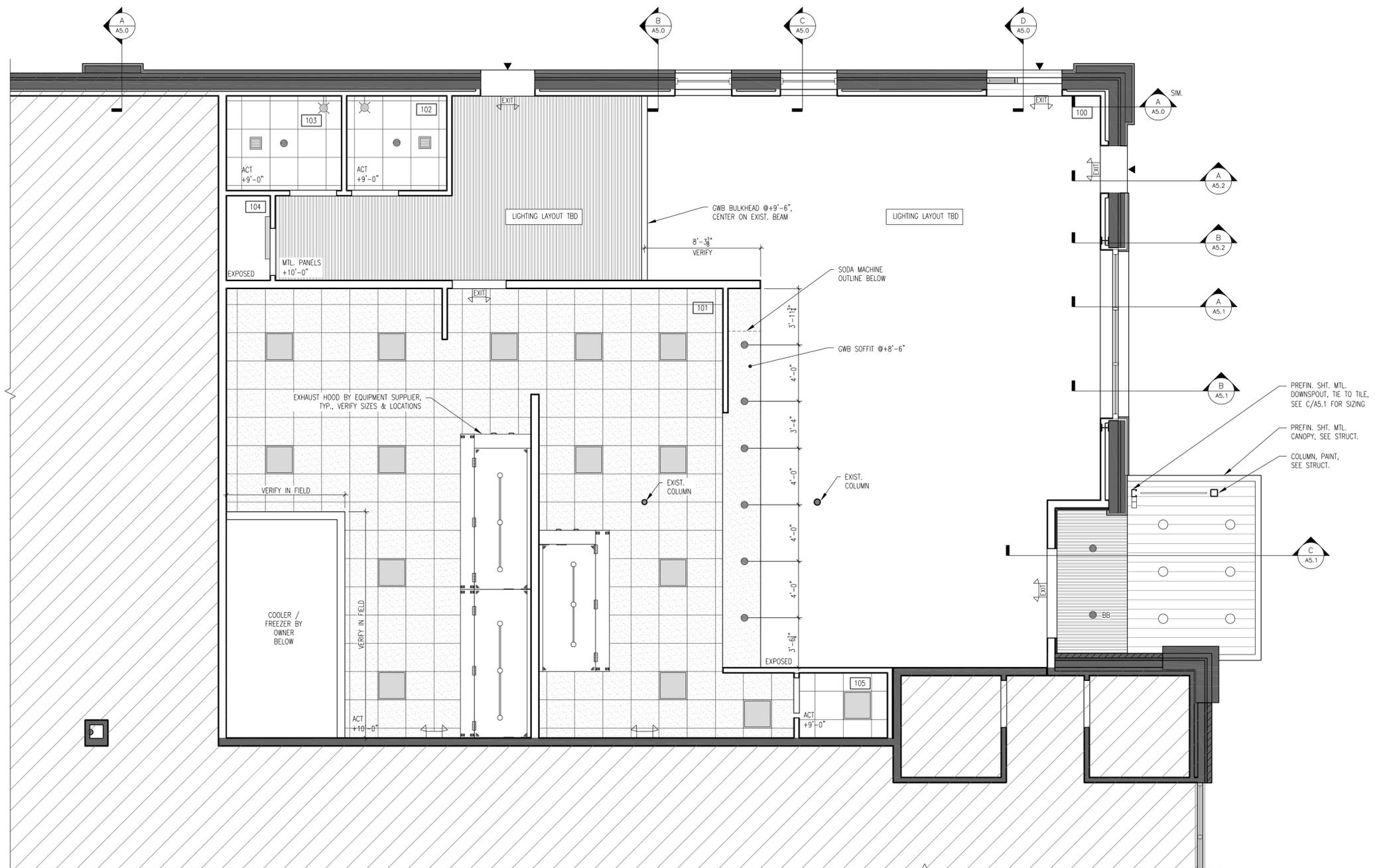


FLOOR PLAN
Scale: 1/8" = 1'-0"

FIRE EXTINGUISHER NOTES
1. 1 1/2" SQUARE TRIM SEMI-RECESSED VERTICAL
DUO STAINLESS STEEL FIRE EXTINGUISHER CABINET
W/ TYPE A WHITE LETTERING.



ENLARGED FLOOR PLAN
Scale: 1/4" = 1'-0"

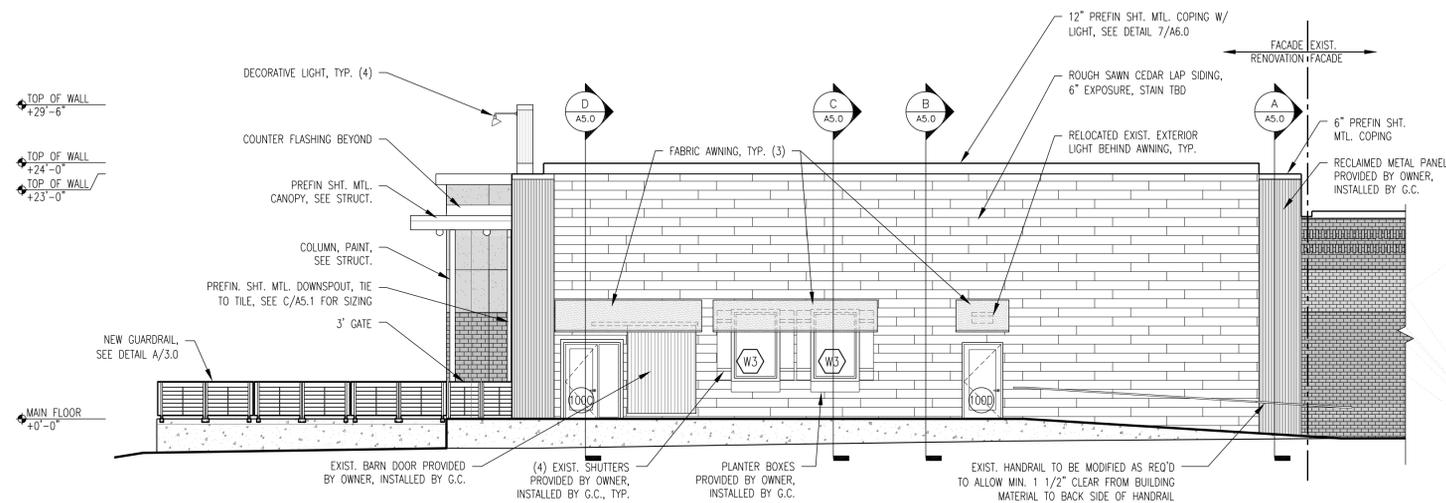


ENLARGED CANOPY ROOF PLAN
Scale: 1/4" = 1'-0"

| RCP FINISH AND FIXTURE LEGEND | |
|-------------------------------|--|
| | NEW 2x2 CEILING TILE AND GRID |
| | NEW 2x2 SCRUBBABLE CEILING TILE AND GRID |
| | RECLAIMED MTL. PANELS BY OWNER, INSTALLED BY G.C. |
| | 8" WIDE PREFIN. SHIT. MTL. PANELS |
| | EXHAUST FAN |
| +0.00' | FINISHED CEILING HEIGHT |
| | 2x2 LED FIXTURE IN ACT |
| | WALL-MOUNTED LIGHT FIXTURE |
| | WALL-MOUNTED STRIP FIXTURE |
| | LED CAN LIGHT |
| | LED CAN LIGHT W/ BATTERY BACKUP |
| | DECORATIVE GLOBE LIGHT FIXTURE |
| | LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| | LED EMERGENCY LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| | EMERGENCY LIGHTS OUTSIDE OF EXIT DOOR |

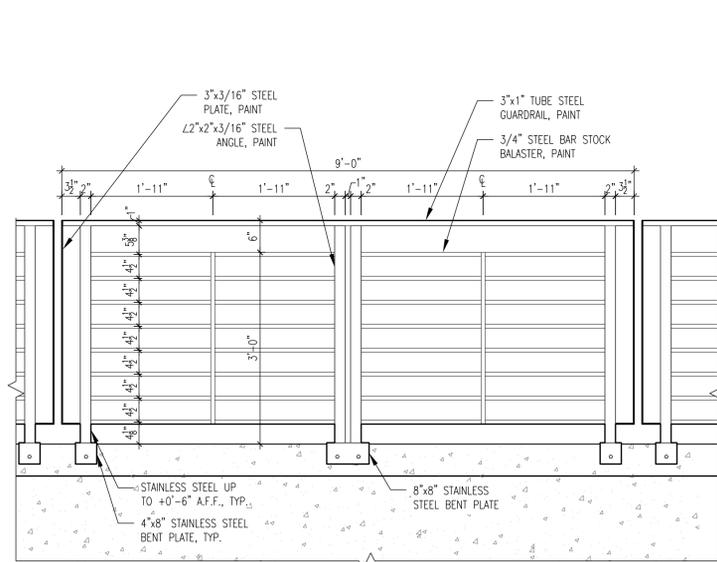
* PROVIDE EMERGENCY LIGHTS AT ALL EXTERIOR WALK DOORS.

REFLECTED CEILING PLAN
Scale: 1/4" = 1'-0"



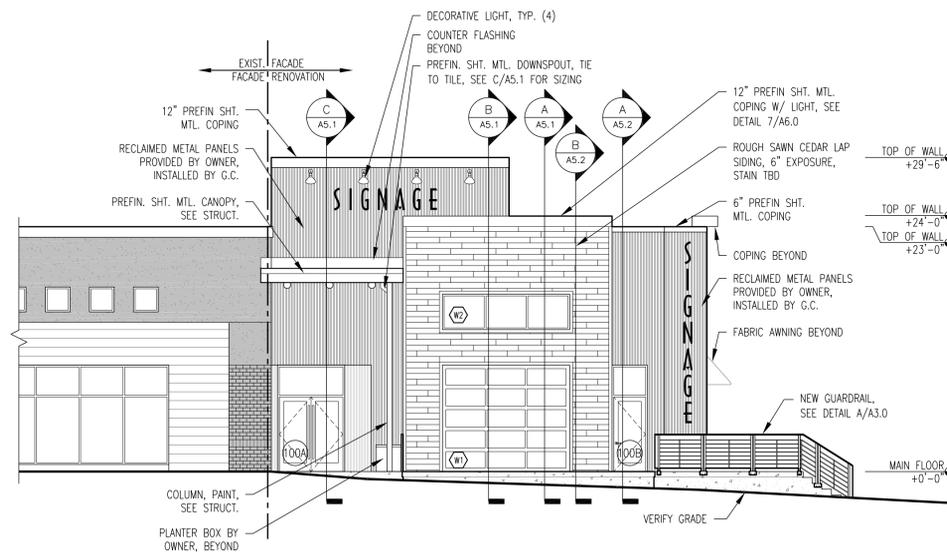
WEST ELEVATION

Scale: 1/8" = 1'-0" *EXIST. WALKWAY RAILING NOT SHOWN, SEE DETAIL A/A3.0 FOR ELEVATION



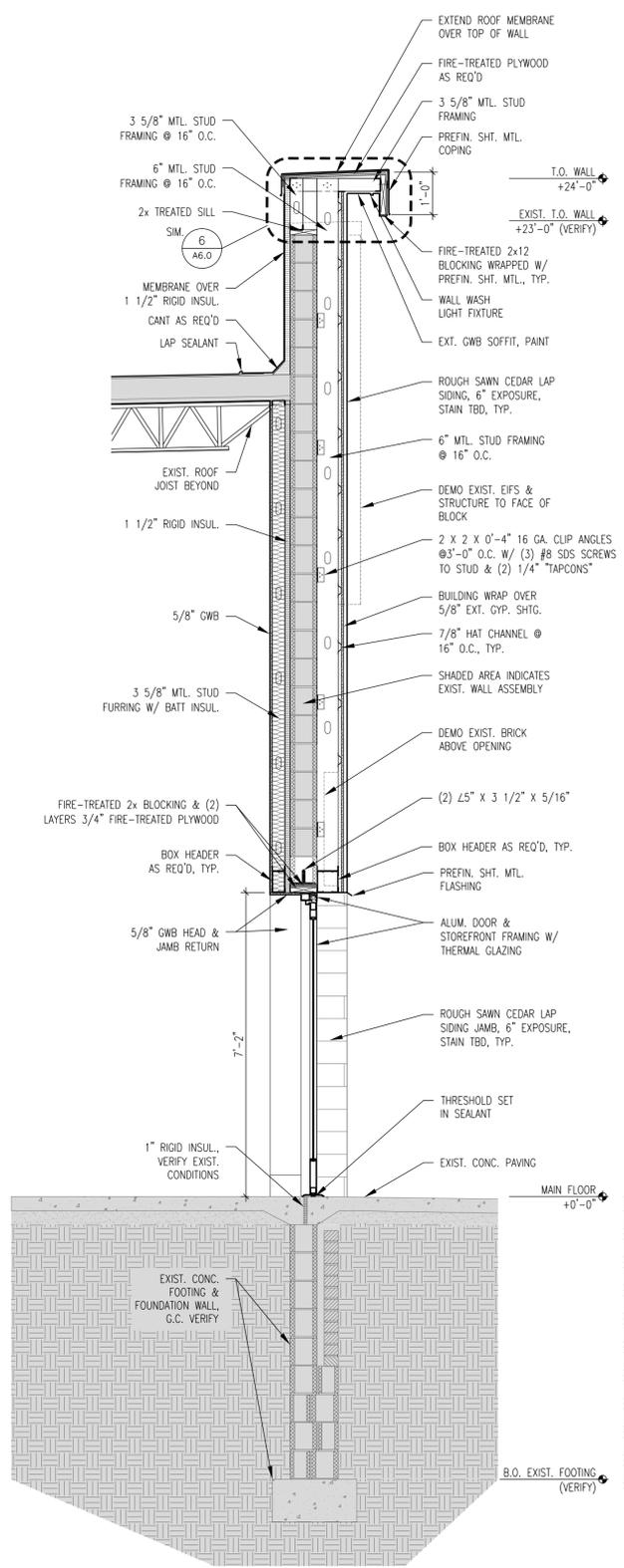
A TYP. RAILING DETAIL

Scale: 3/4" = 1'-0"

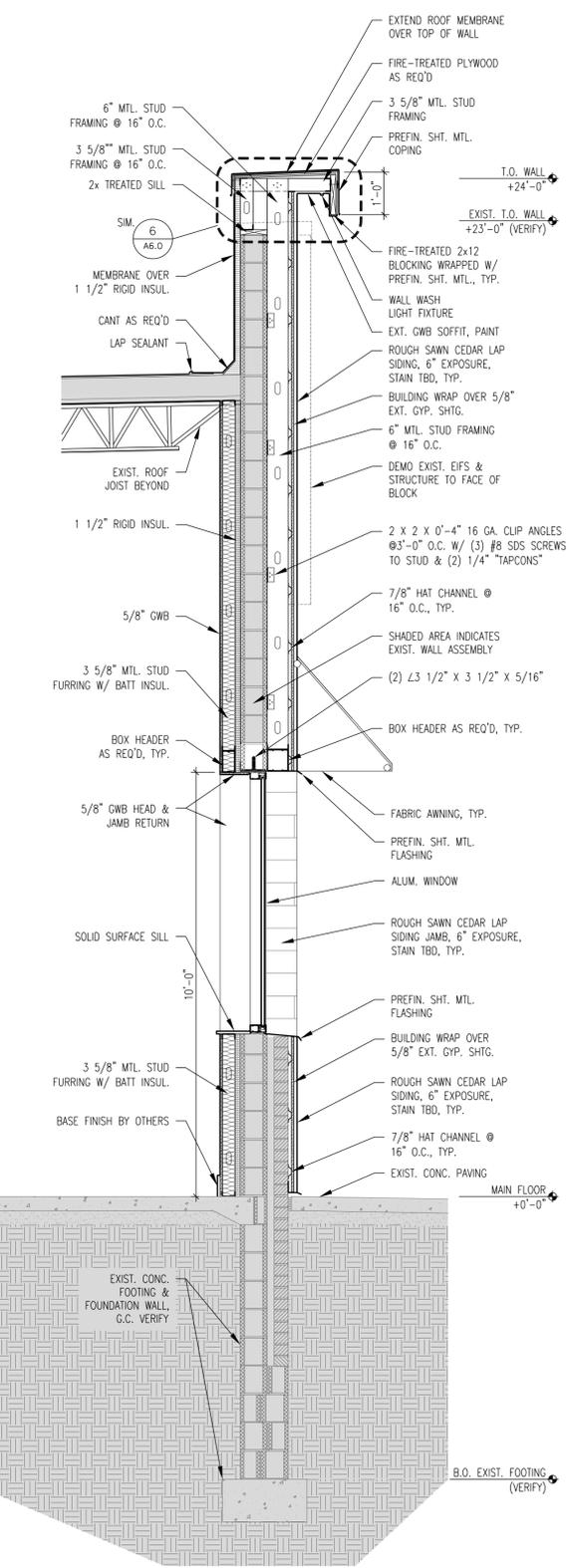


NORTH ELEVATION

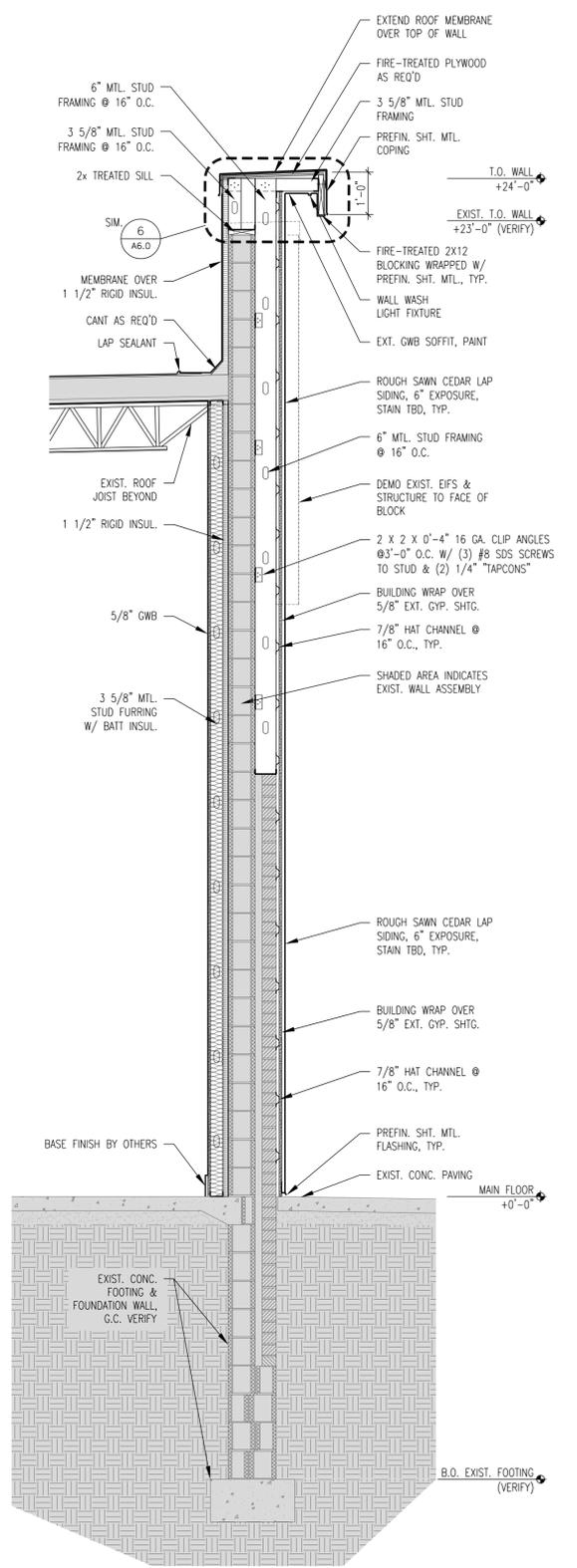
Scale: 1/8" = 1'-0"



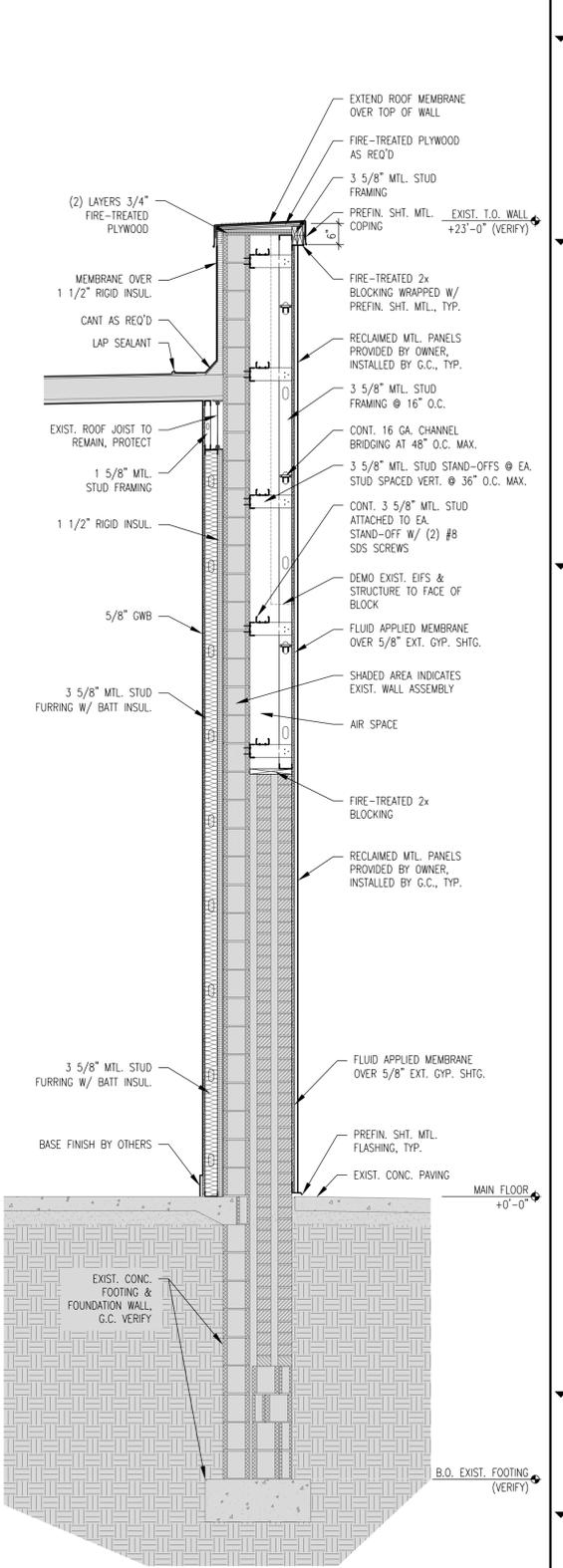
D WALL SECTION
Scale: 1/2" = 1'-0"



C WALL SECTION
Scale: 1/2" = 1'-0"



B EXIST. WALL SECTION
Scale: 1/2" = 1'-0"



A EXIST. WALL SECTION
Scale: 1/2" = 1'-0"

Starbeck's Smokehouse Build-Out

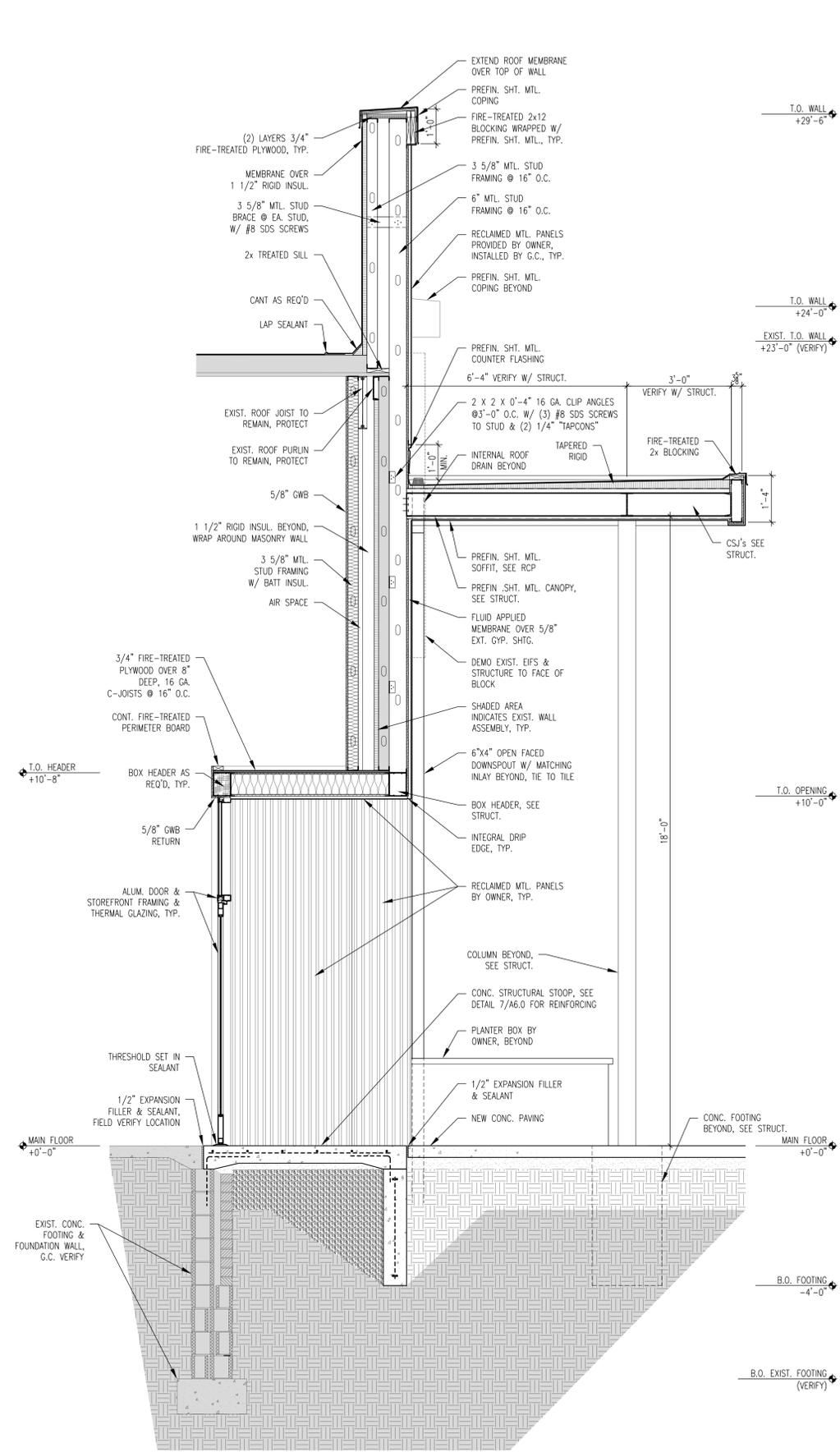
6607 University Avenue Suite B

Cedar Falls, Iowa

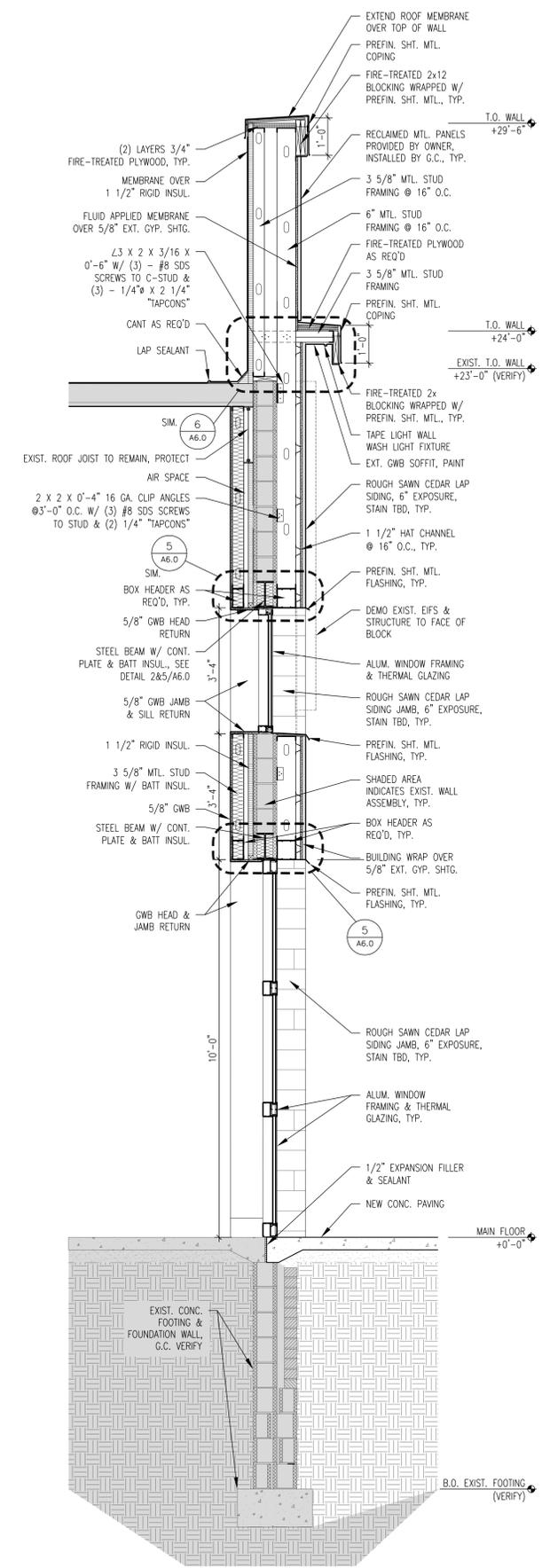
Wall Sections

A5.0

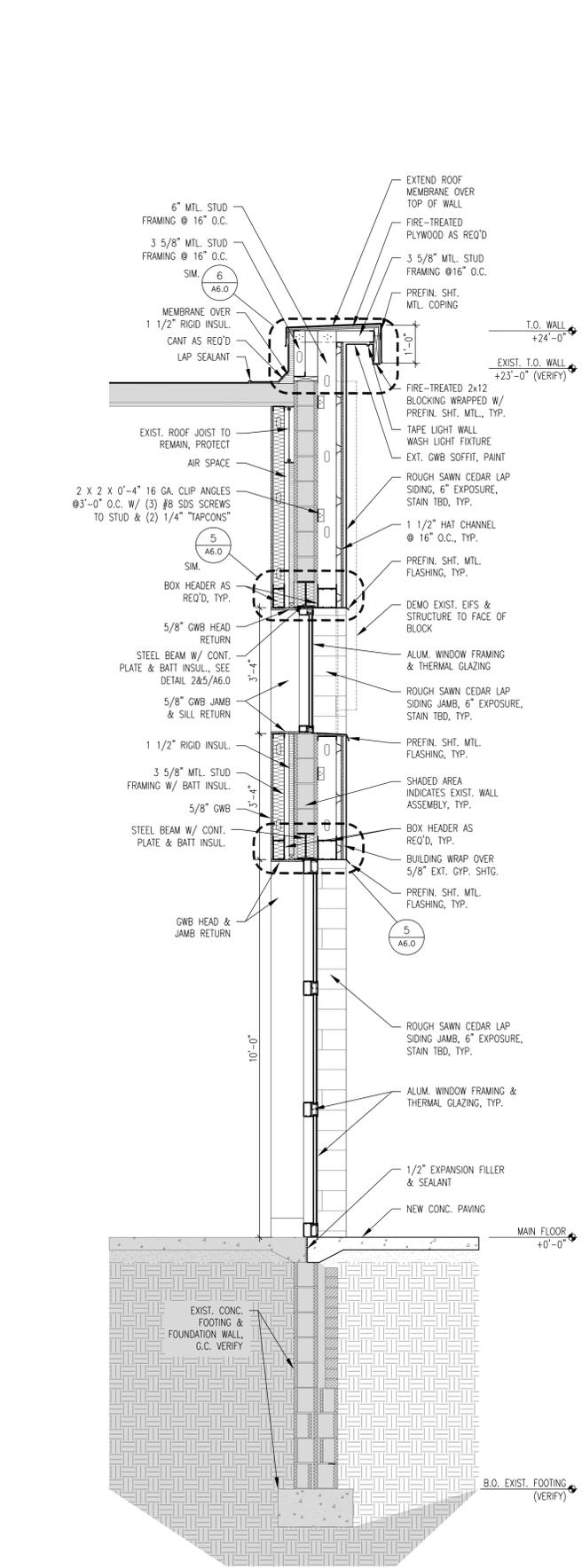
Date:
Feb. 5, 2021



C WALL SECTION
Scale: 1/2" = 1'-0"



B WALL SECTION
Scale: 1/2" = 1'-0"



A WALL SECTION
Scale: 1/2" = 1'-0"

Starbeck's Smokehouse Build-Out

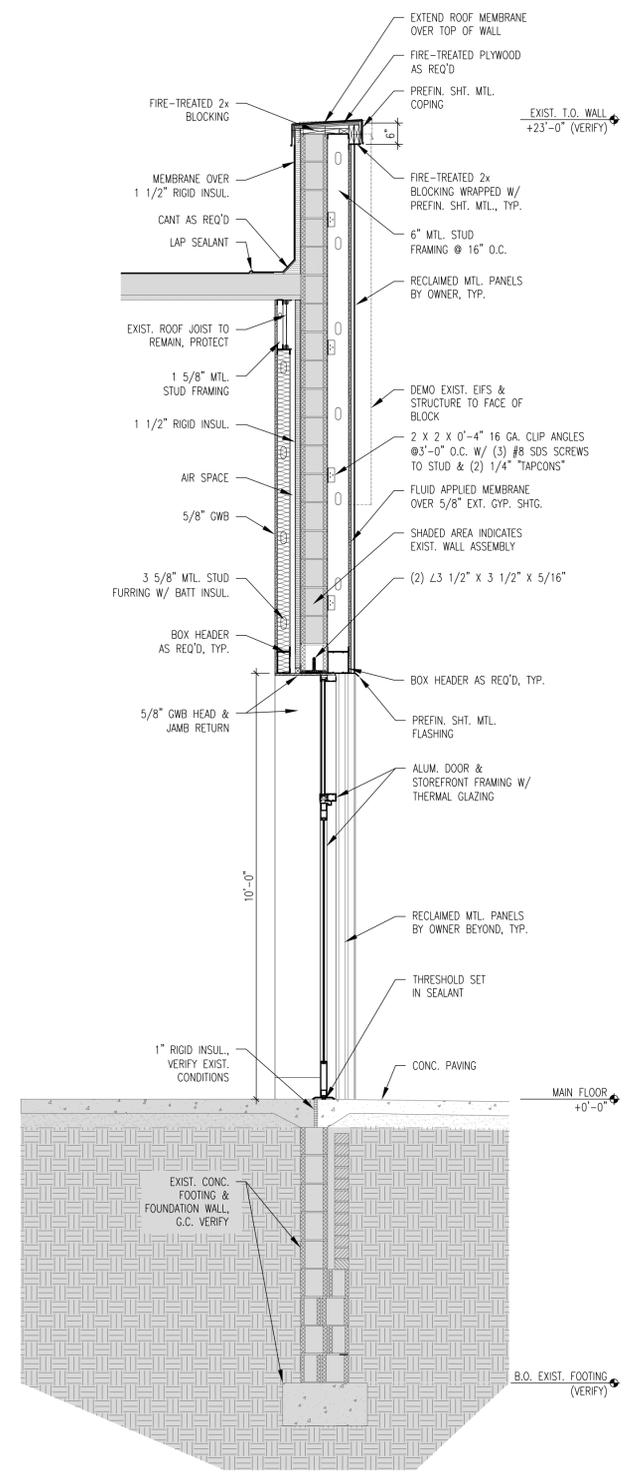
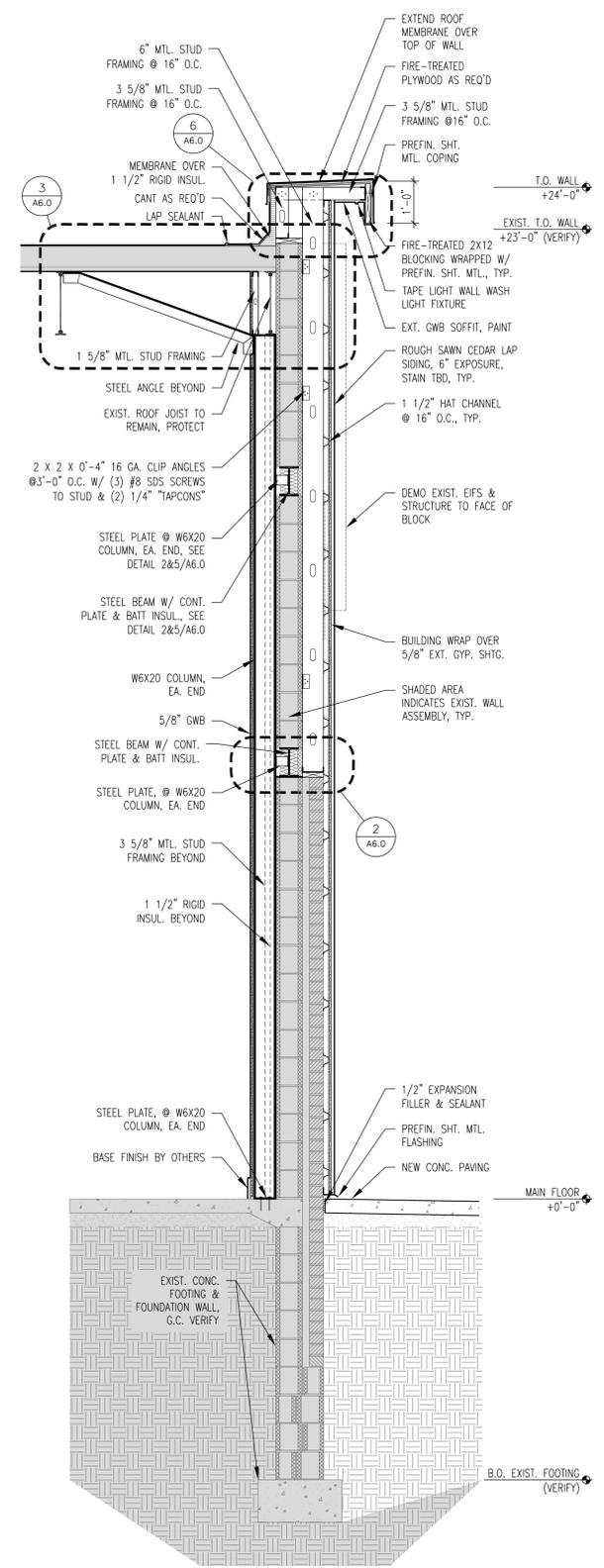
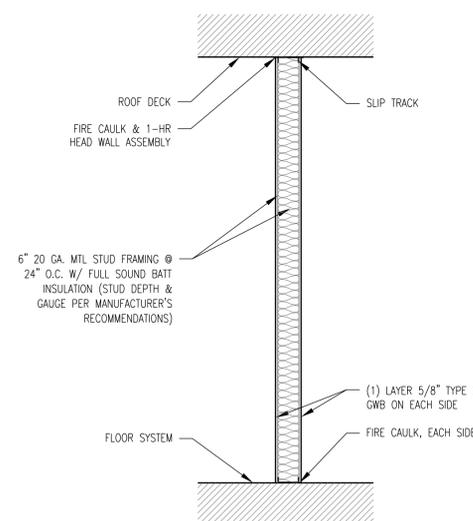
6607 University Avenue Suite B

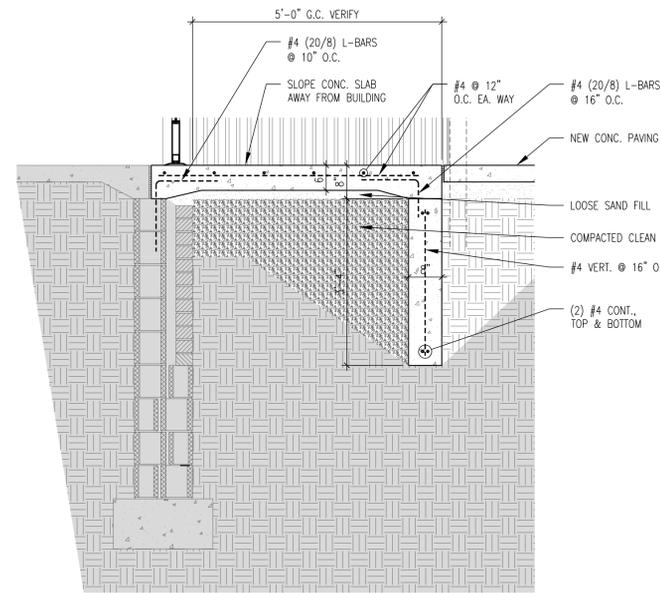
Cedar Falls, Iowa

Wall Sections & 1-HR Wall Section

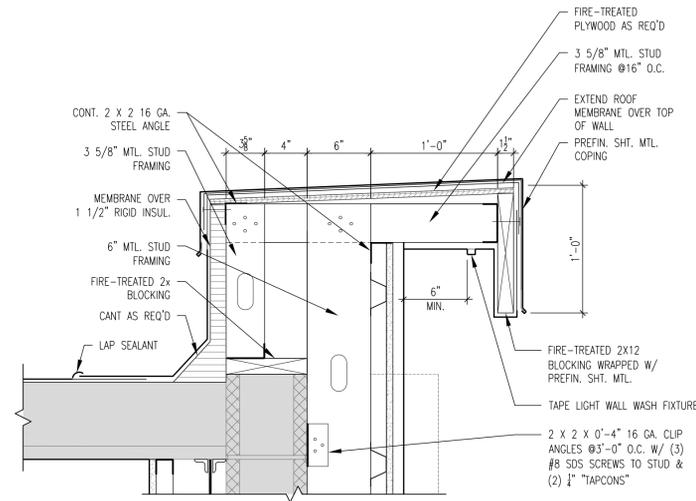
A5.2

Date:
Feb. 5, 2021

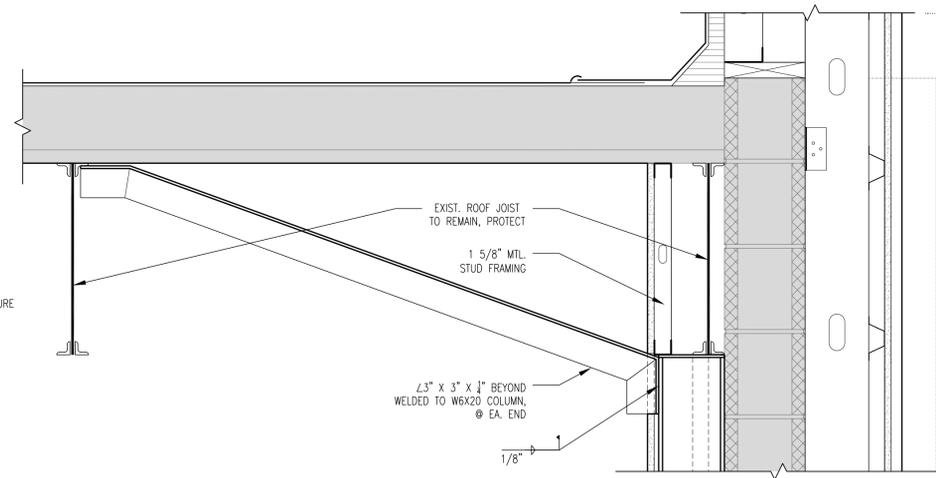




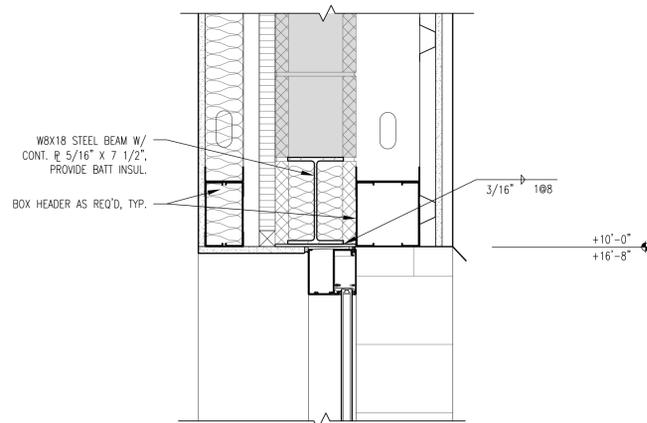
7 **CONC. STRUCTURAL STOOP DETAIL**
Scale: NTS



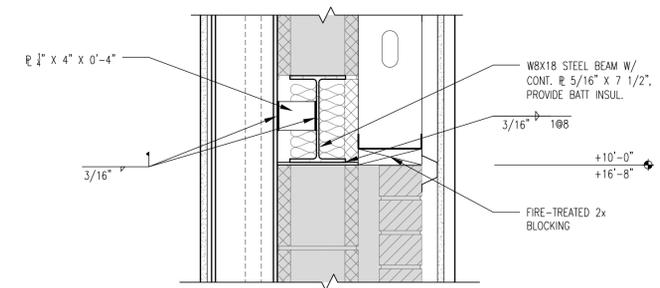
6 **PARAPET WALL WASH LIGHT DETAIL**
Scale: 1 1/2" = 1'-0"



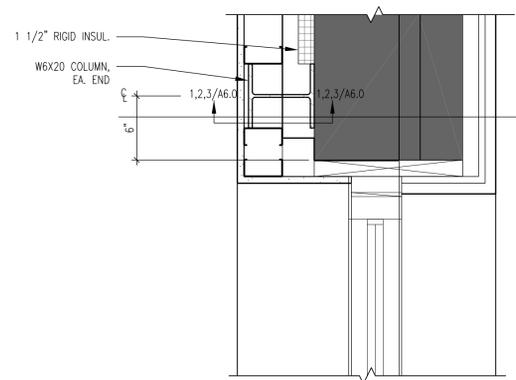
3 **T.O. WALL DETAIL @ COLUMN**
Scale: 1 1/2" = 1'-0"



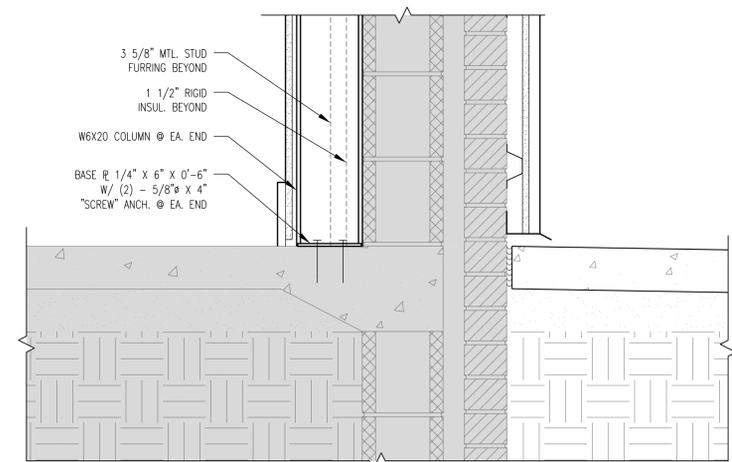
5 **WINDOW HEAD DETAIL**
Scale: 1 1/2" = 1'-0"



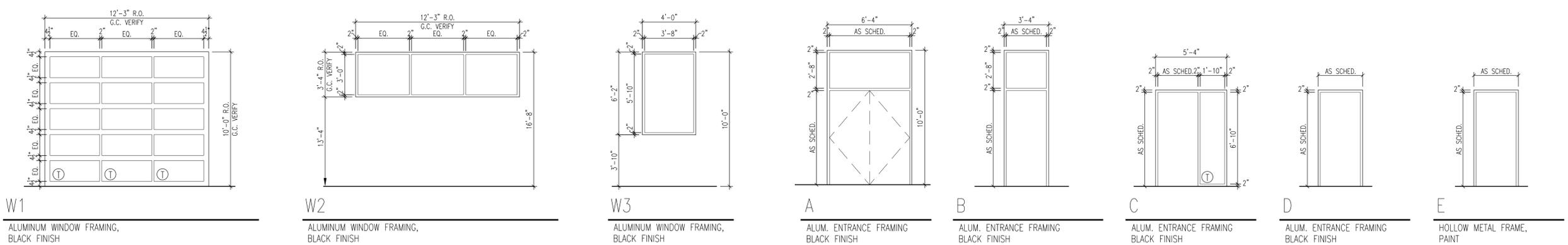
2 **WINDOW HEAD DETAIL @ COLUMN**
Scale: 1 1/2" = 1'-0"



4 **WINDOW JAMB DETAIL**
Scale: 1 1/2" = 1'-0"



1 **B.O. WALL DETAIL @ COLUMN**
Scale: 1 1/2" = 1'-0"



W1

ALUMINUM WINDOW FRAMING, BLACK FINISH

W2

ALUMINUM WINDOW FRAMING, BLACK FINISH

W3

ALUMINUM WINDOW FRAMING, BLACK FINISH

A

ALUM. ENTRANCE FRAMING, BLACK FINISH

B

ALUM. ENTRANCE FRAMING, BLACK FINISH

C

ALUM. ENTRANCE FRAMING, BLACK FINISH

D

ALUM. ENTRANCE FRAMING, BLACK FINISH

E

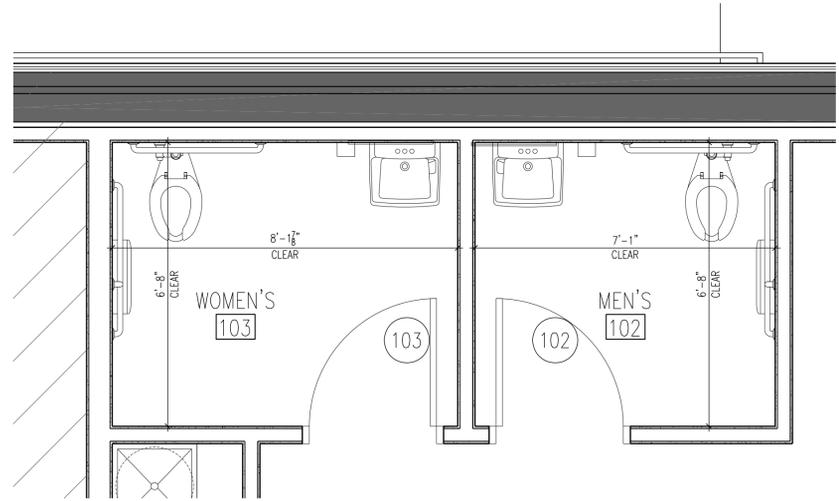
HOLLOW METAL FRAME, PAINT

WINDOW TYPE

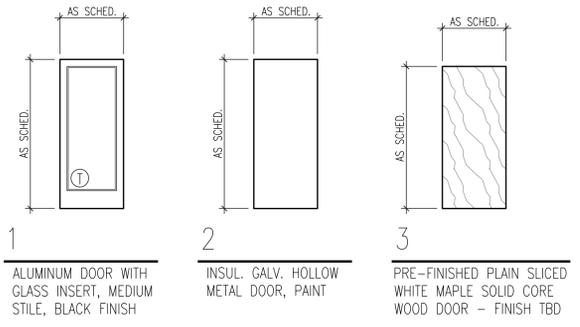
① = TEMPERED GLASS

FRAME TYPE

① = TEMPERED GLASS

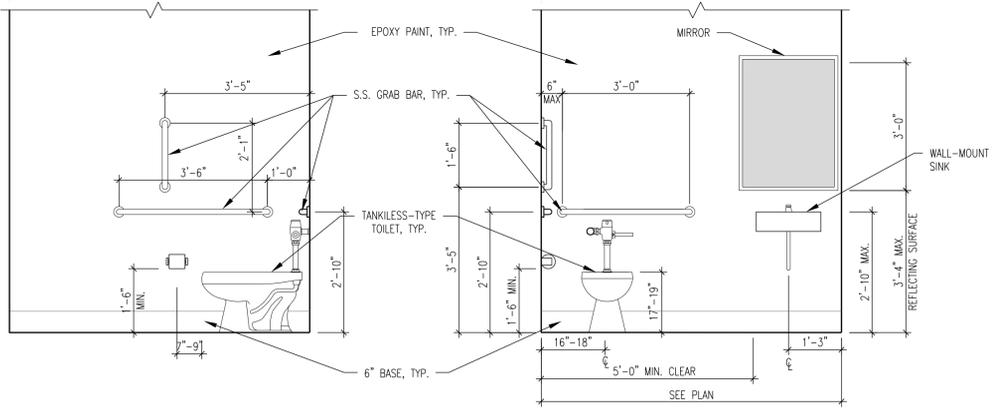


ENLARGED TOILET PLAN
Scale: 1/2" = 1'-0"



DOOR TYPE

① = TEMPERED GLASS



TYP. ADA TOILET ROOM ELEVATIONS

Scale: 1/2" = 1'-0"

| NUMBER | DOOR & FRAME | | | LOCKSET TYPE | | | | | | | MISC. HARDWARE | | | | | | | | | | NOTES | | | | | | |
|--------|--------------|-------------|-----------|--------------|------------------------|--------------------------|-------------------------|----------------------------|--------------------------|---------------------------|----------------------------|-----------------------------|---------------------|-----------|-----------|------------------------|------------------|--------|-------------------------|------------------------|-------|--------------------------------------|--------------|-----------|-----------|------------|---|
| | DOOR WIDTH | DOOR HEIGHT | DOOR TYPE | FRAME TYPE | PANIC TYPE EXIT DEVICE | PRIVACY FUNCTION LOCKSET | OFFICE FUNCTION LOCKSET | STOREROOM FUNCTION LOCKSET | PASSAGE FUNCTION LOCKSET | ENTRANCE FUNCTION LOCKSET | CLASSROOM FUNCTION LOCKSET | NO. OF PAIRS OF BUTT HINGES | OCCUPANCY INDICATOR | SILENCERS | WALL STOP | PUSH PLATE PULL HANDLE | KICK DOWN HOLDER | CLOSER | CLOSER W/ OVERHEAD STOP | RAIN GUARD @ HEAD JAMB | | SMOKE SEAL (FOR ACOUSTICAL PURPOSES) | WEATHER SEAL | KICKPLATE | THRESHOLD | DOOR SWEEP | |
| 100A | 3'-0" PAIR | 7'-0" | 1 | A | • | | | | | | | CONT. | | | | | | • | | | | | | | | • | HARDWARE BY ALUM. DOOR SUPPLIER PROVIDE 60" BAR PULLS |
| 100B | 3'-0" | 7'-0" | 1 | B | • | | | | | | | CONT. | | | | | | | • | | | | | | | • | HARDWARE BY ALUM. DOOR SUPPLIER |
| 100C | 3'-0" | 7'-0" | 1 | C | • | | | | | | | CONT. | | | | | | | • | | | | | | | • | HARDWARE BY ALUM. DOOR SUPPLIER |
| 100D | 3'-6" | 7'-0" | 1 | D | • | | | | | | | CONT. | | | | | | | • | | | | | | | • | EXIST. OPENING, HARDWARE BY ALUM. DOOR SUPPLIER |
| 101 | 3'-6" | 7'-0" | 2 | E | | | | | | | 2 | | • | • | • | • | • | | | | | | | | | | |
| 102 | 3'-0" | 7'-0" | 3 | E | | • | | | | | 1 1/2 | • | | | | | | | | | • | | | | | | |
| 103 | 3'-0" | 7'-0" | 3 | E | | | • | | | | 1 1/2 | • | | | | | | | | | | | | | | | |
| 104 | 3'-0" | 7'-0" | 3 | E | | | | | | • | 1 1/2 | • | | | | | | | | | | | | | | | |
| 105 | 3'-0" | 7'-0" | 3 | E | | | | • | | | 1 1/2 | • | | | | | | | | | | | | | | | |

Starbeck's Smokehouse

University Avenue | Cedar Falls



Starbeck's Smokehouse

University Avenue | Cedar Falls



NORTH ELEVATION

WEST ELEVATION



- ① PREFIN. SHT. MTL. COPING - FIRESTONE MATTE BLACK
- ② RECLAIMED METAL PANELS - RUSTIC GALVANIZED
- ③ ROUGH SAWN CEDAR LAP SIDING - STAINED
- ④ ALUM. ENTRANCE FRAMING - BLACK
- ⑤ ALUM. WINDOW FRAMING - BLACK
- ⑥ GLASS O.H. DOOR - BLACK FRAME

- ⑦ PATIO SHADE STRUCTURE - CEDAR WRAPPED
- ⑧ GUARDRAIL - BLACK TO MATCH EXIST.
- ⑨ PREFIN. SHT. MTL. CANOPY - FIRESTONE MATTE BLACK
- ⑩ FABRIC AWNING
- ⑪ DECORATIVE BARN DOOR FROM PREVIOUS STORE
- ⑫ MTL. SHUTTERS FROM PREVIOUS STORE


DEPARTMENT OF PUBLIC WORKS

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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 23, 2021

SUBJECT: 2021 Sanitary Sewer Rehabilitation Project
 Project No. SA-000-3253
 Bid Opening

On Tuesday, February 23rd, 2021 at 2:00 p.m., bids were received and opened for the 2021 Sanitary Sewer Rehabilitation Project. A total of four (4) bids were received, with Municipal Pipe Tool Company, the apparent low bidder:

| | <i>Base Bid</i> |
|------------------------------------|---------------------|
| <u>Engineering Estimate</u> | \$241,992.00 |
| Municipal Pipe Tool Co. | \$198,189.80 |
| Hydro-Klean | \$214,880.40 |
| Visu-Sewer | \$228,314.50 |
| Insituform Tech. USA, LLC | \$244,036.20 |

The Engineer's Estimate for this project was \$241,992.00. Municipal Pipe Tool Company of Hudson, Iowa submitted the low bid in the amount of \$198,189.80. Attached is a bid tabulation for your reference. Funding for the project is provided by the City's Sanitary Sewer Rental Fund.

We recommend acceptance of the lowest bid from Municipal Pipe Tool Company in the amount of \$198,189.80. On March 15th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer

2021 Sanitary Sewer Rehabilitation (#7497795)

Owner: City of Cedar Falls
 Solicitor: City of Cedar Falls
 02/23/2021 02:00 PM CST

| Line Item | Item Description | Unit | Quantity | Engineer Estimate | | Municipal Pipe Tool Company | | Hydro-Klean | | Visu-Sewer | | Insituform Technologies USA, LLC | |
|--------------------|--|------|----------|-------------------|---------------|-----------------------------|---------------|-------------|---------------|-------------|---------------|----------------------------------|---------------|
| | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| 1 | PIPE LINING, 8-INCH | L.F. | 5284 | \$ 25.00 | \$ 132,100.00 | \$ 20.45 | \$ 108,057.80 | \$ 21.60 | \$ 114,134.40 | \$ 23.75 | \$ 125,495.00 | \$ 24.30 | \$ 128,401.20 |
| 2 | PIPE LINING, 10-INCH | L.F. | 716 | \$ 30.00 | \$ 21,480.00 | \$ 24.00 | \$ 17,184.00 | \$ 24.80 | \$ 17,756.80 | \$ 25.50 | \$ 18,258.00 | \$ 25.00 | \$ 17,900.00 |
| 3 | PIPE LINING, 12-INCH | L.F. | 691 | \$ 32.00 | \$ 22,112.00 | \$ 28.00 | \$ 19,348.00 | \$ 30.70 | \$ 21,213.70 | \$ 36.50 | \$ 25,221.50 | \$ 34.20 | \$ 23,632.20 |
| 4 | BUILDING SANITARY SEWER SERVICE RECONNECTION | Each | 135 | \$ 80.00 | \$ 10,800.00 | \$ 50.00 | \$ 6,750.00 | \$ 50.00 | \$ 6,750.00 | \$ 90.00 | \$ 12,150.00 | \$ 85.30 | \$ 11,515.50 |
| 5 | GROUTING SERVICE LATERALS | Each | 135 | \$ 300.00 | \$ 40,500.00 | \$ 310.00 | \$ 41,850.00 | \$ 341.25 | \$ 46,068.75 | \$ 300.00 | \$ 40,500.00 | \$ 316.00 | \$ 42,660.00 |
| 6 | MOBILIZATION | L.S. | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 8,956.75 | \$ 8,956.75 | \$ 6,690.00 | \$ 6,690.00 | \$ 19,927.30 | \$ 19,927.30 |
| Base Bid Total(s): | | | | | \$ 241,992.00 | | \$ 198,189.80 | | \$ 214,880.40 | | \$ 228,314.50 | | \$ 244,036.20 |


DEPARTMENT OF PUBLIC WORKS

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 Rob M. Green and City Council

FROM: Benjamin Claypool, Civil Engineer II, PhD, EI

DATE: February 25th, 2021

SUBJECT: Downtown Streetscape and Reconstruction Project
 Project No. RC-000-3242
 Bid Opening

On Monday, February 22, 2021 at 2:00 p.m., bids were received and opened for the Downtown Streetscape and Reconstruction Project Phase II. A total of four (4) bids were received, with K. Cunningham Construction Company, Inc. the low bidder:

| | <i>Base Bid</i> | <i>Bid Add Alternate #1</i> | <i>Total Bid (Base Bid + Bid Add Alternates 1 & 2)</i> |
|--------------------------------------|-----------------------|---------------------------------|--|
| Engineering Estimate | \$3,050,033.00 | \$36,000.00 | \$3,086,033.00 |
| K. Cunningham Construction Co., Inc. | \$2,329,948.23 | \$39,960.00 | \$2,432,908.23 |
| Pirc-Tobin Construction Inc | \$2,591,416.25 | \$65,800.00 | \$2,657,216.25 |
| Lodge Construction | \$2,597,818.20 | \$55,000.00 | \$2,652,818.20 |
| Portzen Construction, Inc. | \$3,239,869.00 | \$58,000.00 | \$3,297,869.00 |

The Engineer's Estimate for this project was \$3,050,033. K. Cunningham Construction Company, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$2,329,948.23. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from K. Cunningham Construction Company, Inc. in the amount of \$2,329,948.23. On February 5th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works
 David Wicke, City Engineer

February 22, 2021 at
 2:00 PM

BASE BID

Item 31.

| ITEM | ITEM CODE | DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | 1 K. Cunningham Construction Co., Inc. | | 2 Pirc-Tobin Construction Inc | | 3 Lodge Construction | | 4 Portzen Construction, Inc. | | BID | |
|------|--------------|---|------|----------|---------------------|--------------|--|--------------|----------------------------------|---------------|-------------------------|----------------|---------------------------------|--------------|-------------|--------------|
| | | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| | | | | | | | | | | | | | | | | |
| 1 | 2010-108-C-0 | Clearing and Grubbing | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 4,875.00 | \$ 4,875.00 |
| 2 | 2010-108-D-3 | Topsoil, Off-site | CY | 100 | \$ 100.00 | \$ 10,000.00 | \$ 75.00 | \$ 7,500.00 | \$ 30.00 | \$ 3,000.00 | \$ 48.00 | \$ 4,800.00 | \$ 95.00 | \$ 9,500.00 | \$ 62.00 | \$ 6,200.00 |
| 3 | 2010-108-E-0 | Excavation, Class 10 | CY | 1261 | \$ 20.00 | \$ 25,220.00 | \$ 12.00 | \$ 15,132.00 | \$ 25.00 | \$ 31,525.00 | \$ 16.00 | \$ 20,176.00 | \$ 18.00 | \$ 22,698.00 | \$ 17.75 | \$ 22,382.75 |
| 4 | 2010-108-E-0 | Excavation, Class 13 | CY | 452 | \$ 50.00 | \$ 22,600.00 | \$ 15.00 | \$ 6,780.00 | \$ 19.00 | \$ 8,588.00 | \$ 20.00 | \$ 9,040.00 | \$ 22.00 | \$ 9,944.00 | \$ 19.00 | \$ 8,588.00 |
| 5 | 2010-108-F-0 | Below Grade Excavation (Core Out) | CY | 359 | \$ 45.00 | \$ 16,155.00 | \$ 42.00 | \$ 15,078.00 | \$ 63.00 | \$ 22,617.00 | \$ 35.00 | \$ 12,565.00 | \$ 60.00 | \$ 21,540.00 | \$ 50.00 | \$ 17,950.00 |
| 6 | 2010-108-G-0 | Subgrade Preparation, 12" Depth | SY | 5137 | \$ 3.00 | \$ 15,411.00 | \$ 2.00 | \$ 10,274.00 | \$ 1.40 | \$ 7,191.80 | \$ 3.00 | \$ 15,411.00 | \$ 4.00 | \$ 20,548.00 | \$ 2.60 | \$ 13,366.20 |
| 7 | 2010-108-I-0 | Subbase, Modified, 8" Depth | SY | 5154 | \$ 11.00 | \$ 56,694.00 | \$ 9.00 | \$ 46,386.00 | \$ 12.00 | \$ 61,848.00 | \$ 10.00 | \$ 51,540.00 | \$ 12.00 | \$ 61,848.00 | \$ 10.75 | \$ 55,405.50 |
| 8 | 2010-108-I-0 | Subbase, 3/4" Road Stone, 8" Depth | SY | 2035 | \$ 18.00 | \$ 36,630.00 | \$ 8.30 | \$ 16,890.50 | \$ 24.50 | \$ 49,857.50 | \$ 10.00 | \$ 20,350.00 | \$ 12.00 | \$ 24,420.00 | \$ 13.70 | \$ 27,879.50 |
| 9 | 2010-108-I-0 | Subbase, 3/4" Road Stone, 2" Depth | SY | 3240 | \$ 12.00 | \$ 38,880.00 | \$ 6.16 | \$ 19,968.00 | \$ 64.00 | \$ 208,000.00 | \$ 7.00 | \$ 22,680.00 | \$ 8.00 | \$ 25,920.00 | \$ 7.50 | \$ 24,300.00 |
| 10 | 2010-108-L-0 | Compaction Testing | LS | 1 | \$ 7,000.00 | \$ 7,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 5,100.00 | \$ 5,100.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 9,000.00 | \$ 9,000.00 | \$ 5,025.00 | \$ 5,025.00 |
| 11 | 2010-108-M-0 | Sampling and Testing For Petroleum Contamination (Remediation) | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,600.00 | \$ 6,600.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 6,275.00 | \$ 6,275.00 |
| 12 | 2010-108-N-0 | Excavation and Disposal of Contaminated Soil | CY | 163 | \$ 125.00 | \$ 20,375.00 | \$ 100.00 | \$ 16,300.00 | \$ 87.00 | \$ 14,181.00 | \$ 400.00 | \$ 65,200.00 | \$ 200.00 | \$ 32,600.00 | \$ 196.75 | \$ 32,070.25 |
| 13 | 3010-108-C-0 | Trench Foundation | TON | 277 | \$ 40.00 | \$ 11,080.00 | \$ 25.90 | \$ 7,174.30 | \$ 17.50 | \$ 4,847.50 | \$ 40.00 | \$ 11,080.00 | \$ 35.00 | \$ 9,695.00 | \$ 29.60 | \$ 8,199.20 |
| 14 | 3010-108-F-0 | Trench Compaction Testing | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 7,400.00 | \$ 7,400.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 7,725.00 | \$ 7,725.00 |
| 15 | 4020-108-A-1 | Storm Sewer, Trenched, PVC, 12" Diameter | LF | 20 | \$ 75.00 | \$ 1,500.00 | \$ 40.00 | \$ 800.00 | \$ 125.00 | \$ 2,500.00 | \$ 79.00 | \$ 1,580.00 | \$ 90.00 | \$ 1,800.00 | \$ 83.50 | \$ 1,670.00 |
| 16 | 4020-108-A-1 | Storm Sewer, Trenched, RCP, 12" Diameter | LF | 24 | \$ 75.00 | \$ 1,800.00 | \$ 40.00 | \$ 960.00 | \$ 151.00 | \$ 3,624.00 | \$ 79.00 | \$ 1,896.00 | \$ 95.00 | \$ 2,280.00 | \$ 91.25 | \$ 2,190.00 |
| 17 | 4020-108-A-1 | Storm Sewer, Trenched, RCP, 15" Diameter | LF | 434 | \$ 75.00 | \$ 32,550.00 | \$ 52.00 | \$ 22,584.00 | \$ 67.50 | \$ 29,295.00 | \$ 65.00 | \$ 28,210.00 | \$ 82.00 | \$ 35,588.00 | \$ 66.63 | \$ 28,915.25 |
| 18 | 4020-108-A-1 | Storm Sewer, Trenched, RCP, 18" Diameter | LF | 546 | \$ 95.00 | \$ 51,870.00 | \$ 57.00 | \$ 31,122.00 | \$ 70.50 | \$ 38,493.00 | \$ 75.00 | \$ 40,950.00 | \$ 90.00 | \$ 49,140.00 | \$ 73.13 | \$ 39,926.25 |
| 19 | 4020-108-A-1 | Storm Sewer, Trenched, RCP, 24" Diameter | LF | 52 | \$ 150.00 | \$ 7,800.00 | \$ 76.00 | \$ 3,952.00 | \$ 97.00 | \$ 5,044.00 | \$ 95.00 | \$ 4,940.00 | \$ 125.00 | \$ 6,500.00 | \$ 98.25 | \$ 5,109.00 |
| 20 | 4020-108-A-1 | Storm Sewer, Trenched, RCP, 30" Diameter | LF | 16 | \$ 170.00 | \$ 2,720.00 | \$ 93.00 | \$ 1,488.00 | \$ 215.00 | \$ 3,440.00 | \$ 115.00 | \$ 1,840.00 | \$ 150.00 | \$ 2,400.00 | \$ 143.25 | \$ 2,292.00 |
| 21 | 4020-108-C-0 | Linear Trench Drain | LF | 20 | \$ 140.00 | \$ 2,800.00 | \$ 175.00 | \$ 3,500.00 | \$ 167.00 | \$ 3,340.00 | \$ 150.00 | \$ 3,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 623.00 | \$ 12,460.00 |
| 22 | 4020-108-D-0 | Removal of Storm Sewer, All Types, All Sizes | LF | 767 | \$ 15.00 | \$ 11,505.00 | \$ 10.00 | \$ 7,670.00 | \$ 9.35 | \$ 7,171.45 | \$ 13.00 | \$ 9,971.00 | \$ 20.00 | \$ 15,340.00 | \$ 13.09 | \$ 10,038.11 |
| 23 | 4040-108-B-0 | Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6" Dia. | LF | 2596 | \$ 16.00 | \$ 41,536.00 | \$ 11.50 | \$ 29,854.00 | \$ 22.00 | \$ 57,112.00 | \$ 12.00 | \$ 31,152.00 | \$ 14.00 | \$ 36,344.00 | \$ 14.88 | \$ 38,615.50 |
| 24 | 4040-108-B-0 | Footing Drain Collector, PVC, 6" Diameter | LF | 15 | \$ 100.00 | \$ 1,500.00 | \$ 20.00 | \$ 300.00 | \$ 70.00 | \$ 1,050.00 | \$ 70.00 | \$ 1,050.00 | \$ 90.00 | \$ 1,350.00 | \$ 62.50 | \$ 937.50 |
| 25 | 4040-108-C-0 | Subdrain Cleanout, Type A-1, 6" Diameter | EA | 12 | \$ 550.00 | \$ 6,600.00 | \$ 550.00 | \$ 6,600.00 | \$ 774.00 | \$ 9,288.00 | \$ 500.00 | \$ 6,000.00 | \$ 750.00 | \$ 9,000.00 | \$ 643.50 | \$ 7,722.00 |
| 26 | 4040-108-D-0 | Subdrain Outlets and Connections, CMP, 8" Dia. (Per CF Detail CFD.01) | EA | 30 | \$ 250.00 | \$ 7,500.00 | \$ 200.00 | \$ 6,000.00 | \$ 116.00 | \$ 3,480.00 | \$ 300.00 | \$ 9,000.00 | \$ 275.00 | \$ 8,250.00 | \$ 227.75 | \$ 6,832.50 |
| 27 | Special | Drain Connections | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 400.00 | \$ 800.00 | \$ 439.00 | \$ 878.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 1,200.00 | \$ 2,400.00 | \$ 1,009.75 | \$ 2,019.50 |
| 28 | 5010-108-A-1 | Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" Dia. | LF | 682 | \$ 85.00 | \$ 57,970.00 | \$ 55.00 | \$ 37,510.00 | \$ 97.00 | \$ 66,154.00 | \$ 225.00 | \$ 153,450.00 | \$ 105.00 | \$ 71,610.00 | \$ 120.50 | \$ 82,181.00 |
| 29 | 5010-108-C-1 | Fitting, 8" Tapping Sleeve and Valve | EA | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 4,100.00 | \$ 4,100.00 | \$ 3,300.00 | \$ 3,300.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 3,600.00 | \$ 3,600.00 | \$ 4,625.00 | \$ 4,625.00 |
| 30 | 5010-108-C-1 | Fitting, Solid Sleeve, 8" Diameter | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 35.00 | \$ 35.00 | \$ 514.00 | \$ 514.00 | \$ 750.00 | \$ 750.00 | \$ 450.00 | \$ 450.00 | \$ 437.25 | \$ 437.25 |
| 31 | 5010-108-C-1 | Fitting, 45 Degree Bend, 8" Diameter | EA | 10 | \$ 2,500.00 | \$ 25,000.00 | \$ 325.00 | \$ 3,250.00 | \$ 634.00 | \$ 6,340.00 | \$ 750.00 | \$ 7,500.00 | \$ 425.00 | \$ 4,250.00 | \$ 533.50 | \$ 5,335.00 |
| 32 | 5010-108-C-1 | Fitting, 90 Degree MJ Bend, 8" Diameter | EA | 6 | \$ 2,500.00 | \$ 15,000.00 | \$ 350.00 | \$ 2,100.00 | \$ 656.00 | \$ 3,936.00 | \$ 750.00 | \$ 4,500.00 | \$ 465.00 | \$ 2,790.00 | \$ 555.25 | \$ 3,331.50 |
| 33 | 5010-108-D-0 | Water Service Stub, Copper, Type K, 3/4" Diameter | EA | 8 | \$ 3,000.00 | \$ 24,000.00 | \$ 1,500.00 | \$ 12,000.00 | \$ 1,400.00 | \$ 11,200.00 | \$ 3,500.00 | \$ 28,000.00 | \$ 4,700.00 | \$ 37,600.00 | \$ 2,775.00 | \$ 22,200.00 |
| 34 | 5010-108-D-0 | Water Service Stub, Copper, Type K, 1" Diameter | EA | 3 | \$ 3,200.00 | \$ 9,600.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 1,600.00 | \$ 4,800.00 | \$ 5,500.00 | \$ 16,500.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 3,525.00 | \$ 10,575.00 |
| 35 | 5010-108-D-0 | Water Service Stub, Copper, Type K, 1.5" Diameter | EA | 3 | \$ 3,500.00 | \$ 10,500.00 | \$ 2,250.00 | \$ 6,750.00 | \$ 2,200.00 | \$ 6,600.00 | \$ 5,900.00 | \$ 17,700.00 | \$ 5,500.00 | \$ 16,500.00 | \$ 3,962.50 | \$ 11,887.50 |
| 36 | 5010-108-D-0 | Water Service Stub, DIP, 4" Diameter | EA | 4 | \$ 5,000.00 | \$ 20,000.00 | \$ 5,000.00 | \$ 20,000.00 | \$ 3,600.00 | \$ 14,400.00 | \$ 8,400.00 | \$ 33,600.00 | \$ 6,200.00 | \$ 24,800.00 | \$ 5,800.00 | \$ 23,200.00 |
| 37 | 5020-108-A-0 | MJ Gate Valve with box, 4" Diameter | EA | 4 | \$ 2,500.00 | \$ 10,000.00 | \$ 1,375.00 | \$ 5,500.00 | \$ 957.00 | \$ 3,828.00 | \$ 1,300.00 | \$ 5,200.00 | \$ 2,000.00 | \$ 8,000.00 | \$ 1,408.00 | \$ 5,632.00 |
| 38 | 5020-108-A-0 | MJ Gate Valve with box, 8" Diameter | EA | 4 | \$ 3,100.00 | \$ 12,400.00 | \$ 2,000.00 | \$ 8,000.00 | \$ 1,500.00 | \$ 6,000.00 | \$ 1,800.00 | \$ 7,200.00 | \$ 2,400.00 | \$ 9,600.00 | \$ 1,925.00 | \$ 7,700.00 |
| 39 | 5020-108-C-0 | Fire Hydrant Assembly | EA | 3 | \$ 6,000.00 | \$ 18,000.00 | \$ 6,100.00 | \$ 18,300.00 | \$ 4,800.00 | \$ 14,400.00 | \$ 8,800.00 | \$ 26,400.00 | \$ 4,900.00 | \$ 14,700.00 | \$ 6,150.00 | \$ 18,450.00 |
| 40 | 5020-108-D-0 | Flushing Device (Blowoff), Temporary, 4" Diameter | EA | 3 | \$ 4,000.00 | \$ 12,000.00 | \$ 2,000.00 | \$ 6,000.00 | \$ 1,800.00 | \$ 5,400.00 | \$ 3,000.00 | \$ 9,000.00 | \$ 2,600.00 | \$ 7,800.00 | \$ 2,350.00 | \$ 7,050.00 |
| 41 | 5020-108-E-0 | Valve Box Adjustment, Minor | EA | 5 | \$ 500.00 | \$ 2,500.00 | \$ 500.00 | \$ 2,500.00 | \$ 220.00 | \$ 1,100.00 | \$ 900.00 | \$ 4,500.00 | \$ 200.00 | \$ 1,000.00 | \$ 455.00 | \$ 2,275.00 |
| 42 | 5020-108-H-0 | Fire Hydrant Removal | EA | 3 | \$ 1,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 7,500.00 | \$ 598.00 | \$ 1,794.00 | \$ 1,200.00 | \$ 3,600.00 | \$ 900.00 | \$ 2,700.00 | \$ 1,299.50 | \$ 3,898.50 |
| 43 | 6010-108-A-0 | Manhole, SW-401, Circular Storm, 48" Diameter | EA | 3 | \$ 4,100.00 | \$ 12,300.00 | \$ 2,200.00 | \$ 6,600.00 | \$ 3,500.00 | \$ 10,500.00 | \$ 5,500.00 | \$ 16,500.00 | \$ 3,400.00 | \$ 10,200.00 | \$ 3,650.00 | \$ 10,950.00 |
| 44 | 6010-108-A-0 | Manhole, SW-401, Circular Storm, 60" Diameter | EA | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 4,100.00 | \$ 4,100.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 4,100.00 | \$ 4,800.00 | \$ 4,800.00 | |
| 45 | 6010-108-A-0 | Manhole, SW-401, Circular Storm, 72" Diameter | EA | 1 | \$ 7,500.00 | \$ 7,500.00 | \$ 4,800.00 | \$ 4,800.00 | \$ 5,900.00 | \$ 5,900.00 | \$ 10,500.00 | \$ 7,200.00 | \$ 7,200.00 | \$ 7,100.00 | \$ 7,100.00 | |
| 46 | 6010-108-B-0 | Intake, SW-501, Single Gate | EA | 4 | \$ 4,600.00 | \$ 18,400.00 | \$ 3,200.00 | \$ 12,800.00 | \$ 3,100.00 | \$ 12,400.00 | \$ 4,750.00 | \$ 19,000.00 | \$ 2,900.00 | \$ 11,600.00 | \$ 3,487.50 | \$ 13,950.00 |
| 47 | 6010-108-B-0 | Intake, SW-505, Double Gate | EA | 6 | \$ 5,500.00 | \$ 33,000.00 | \$ 4,200.00 | \$ 25,200.00 | \$ 4,100.00 | \$ 24,600.00 | \$ 5,775.00 | \$ 34,650.00 | \$ 4,400.00 | \$ 26,400.00 | \$ 4,618.75 | \$ 27,712.50 |
| 48 | 6010-108-B-0 | Intake, SW-507, Single Open-Throat Curb Intake, Small Box | EA | 1 | \$ 6,500.00 | \$ 6,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,550.00 | \$ 4,550.00 |
| 49 | 6010-108-B-0 | Intake, SW-511, Rectangular Area Intake | EA | 3 | \$ 4,600.00 | \$ 13,800.00 | \$ 3,200.00 | \$ 9,600.00 | \$ 2,200.00 | \$ 6,600.00 | \$ 4,725.00 | \$ 14,175.00 | \$ 3,600.00 | \$ 10,800.00 | \$ 3,431.25 | \$ 10,293.75 |
| 50 | 6010-108-B-0 | Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" Diameter | EA | 5 | \$ 2,100.00 | \$ 10,500.00 | \$ 2,150.00 | \$ 10,750.00 | \$ 477.00 | \$ 2,385.00 | \$ 3,000.00 | \$ 15,000.00</ | | | | |

BASE BID

| ITEM | ITEM CODE | DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | 1 K. Cunningham Construction Co., Inc. | | 2 Pirc-Tobin Construction Inc | | 3 Lodge Construction | | 4 Portzen Construction, Inc. | | BID | |
|-------------------------|----------------|---------------------------------------|------|----------|---------------------|-----------------|---|-----------------|----------------------------------|-----------------|-------------------------|-----------------|---------------------------------|-----------------|---------------|-----------------|
| | | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 94 | 11.030-108-B-0 | Maintenance of Solid Waste Collection | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 150.00 | \$ 150.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 4,787.50 | \$ 4,787.50 |
| 95 | 11.040-108-A-0 | Temporary Commercial Access | SY | 3079 | \$ 40.00 | \$ 123,160.00 | \$ 30.00 | \$ 92,370.00 | \$ 0.50 | \$ 1,539.50 | \$ 30.00 | \$ 92,370.00 | \$ 8.00 | \$ 24,632.00 | \$ 17.13 | \$ 52,727.88 |
| 96 | 11.050-108-A-0 | Concrete Washout | EA | 4 | \$ 1,000.00 | \$ 4,000.00 | \$ 750.00 | \$ 3,000.00 | \$ 345.00 | \$ 1,380.00 | \$ 1,000.00 | \$ 4,000.00 | \$ 1,500.00 | \$ 6,000.00 | \$ 898.75 | \$ 3,595.00 |
| 97 | 11.060-108-A-0 | Electrical Outlet Handholes | EA | 42 | \$ 500.00 | \$ 21,000.00 | \$ 450.00 | \$ 18,900.00 | \$ 500.00 | \$ 21,000.00 | \$ 500.00 | \$ 21,000.00 | \$ 500.00 | \$ 21,000.00 | \$ 487.50 | \$ 20,475.00 |
| 98 | 11.060-108-A-1 | Light Poles, Installation | EA | 19 | \$ 2,500.00 | \$ 47,500.00 | \$ 1,600.00 | \$ 30,400.00 | \$ 1,800.00 | \$ 34,200.00 | \$ 1,700.00 | \$ 32,300.00 | \$ 1,750.00 | \$ 33,250.00 | \$ 1,712.50 | \$ 32,537.50 |
| 99 | 11.060-108-A-2 | Light Poles, Removal | EA | 15 | \$ 900.00 | \$ 13,500.00 | \$ 600.00 | \$ 9,000.00 | \$ 556.00 | \$ 8,340.00 | \$ 1,200.00 | \$ 18,000.00 | \$ 550.00 | \$ 8,250.00 | \$ 726.50 | \$ 10,897.50 |
| 100 | 11.060-108-A-3 | Electrical Circuits | LF | 7350 | \$ 22.00 | \$ 161,700.00 | \$ 18.00 | \$ 132,300.00 | \$ 20.00 | \$ 147,000.00 | \$ 19.00 | \$ 139,650.00 | \$ 20.00 | \$ 147,000.00 | \$ 19.25 | \$ 141,487.50 |
| 101 | 11.060-108-B-0 | Amenities | LS | 1 | \$ 42,040.00 | \$ 42,040.00 | \$ 108,000.00 | \$ 108,000.00 | \$ 117,100.00 | \$ 117,100.00 | \$ 65,000.00 | \$ 65,000.00 | \$ 171,500.00 | \$ 171,500.00 | \$ 115,400.00 | \$ 115,400.00 |
| 102 | 11.070-108-A-0 | Vibration Monitoring | EA | 2 | \$ 21,000.00 | \$ 42,000.00 | \$ 10,500.00 | \$ 21,000.00 | \$ 20,700.00 | \$ 41,400.00 | \$ 12,500.00 | \$ 25,000.00 | \$ 20,000.00 | \$ 40,000.00 | \$ 15,925.00 | \$ 31,850.00 |
| 103 | 9010-108-A-0 | Conventional Seeding | SF | 1200 | \$ 1.00 | \$ 1,200.00 | \$ 0.60 | \$ 720.00 | \$ 1.10 | \$ 1,320.00 | \$ 3.00 | \$ 3,600.00 | \$ 15.00 | \$ 18,000.00 | \$ 4.93 | \$ 5,910.00 |
| TOTAL BASE BID: | | | | | | \$ 3,050,033.00 | | \$ 2,392,948.23 | | \$ 2,591,416.25 | | \$ 2,597,818.20 | | \$ 3,239,869.00 | | \$ 2,705,512.92 |
| BID SECURITY: | | | | | | | | 10% | | 10% | | 10% | | 10% | | |
| Addenda 1 | | | | | | | | x | | x | | x | | x | | |
| Addenda 2 | | | | | | | | x | | x | | x | | x | | |
| Bid Security | | | | | | | | x | | x | | x | | x | | |
| Bidder Status Form | | | | | | | | x | | x | | x | | x | | |
| Non-Collusion Affidavit | | | | | | | | x | | x | | x | | x | | |

BID ADD ALTERNATE #1 - ABANDON STAIRS

| ITEM | ITEM CODE | DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | 1 K. Cunningham Construction Co., Inc. | | 2 Pirc-Tobin Construction Inc | | 3 Lodge Construction | | 4 Portzen Construction, Inc. | | BID AVERAGE | |
|-----------------------------------|-----------|--|------|----------|---------------------|--------------|---|--------------|----------------------------------|--------------|-------------------------|--------------|---------------------------------|--------------|--------------|--------------|
| | | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | Special | Concrete Wall, Handrail, and Safety Rail | LS | 1 | \$ 36,000.00 | \$ 36,000.00 | \$ 39,960.00 | \$ 39,960.00 | \$ 65,800.00 | \$ 65,800.00 | \$ 55,000.00 | \$ 55,000.00 | \$ 58,000.00 | \$ 58,000.00 | \$ 54,690.00 | \$ 54,690.00 |
| TOTAL BID ADD ALTERNATE 1: | | | | | | \$ 36,000.00 | | \$ 39,960.00 | | \$ 65,800.00 | | \$ 55,000.00 | | \$ 58,000.00 | | \$ 54,690.00 |

| | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|
| TOTAL BID (BASE BID + BID ADD ALT 1): | | | | | | \$ 3,086,033.00 | | \$ 2,432,908.23 | | \$ 2,657,216.25 | | \$ 2,652,818.20 | | \$ 3,297,869.00 | | \$ 2,760,202.92 |
|--|--|--|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|


DEPARTMENT OF PUBLIC WORKS

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 Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

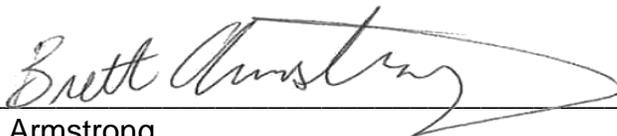
DATE: February 22nd, 2021

SUBJECT: 2020 Sidewalk Assessment Project for Zone 3
 Project No. SW-000-3185
 Contract Final Out

The 2020 Sidewalk Assessment Project for Zone 3 is completed and ready for final acceptance. The project repaired deficient sidewalk adjacent to private property. The project will assess the cost of repair to the property owner.

Please find attached the Final Pay Estimate for Feldman Concrete. The lien waiver and necessary forms have been received and have been forwarded to the City Clerk's Office. Feldman Concrete's only supplier for this project was Croell, Inc.

The 2020 Sidewalk Assessment Project for Zone 3 has been completed in reasonable compliance with the project plans and specifications. I recommend that the City Council approve and accept the 2020 Sidewalk Assessment Project for Zone 3.


 Brett Armstrong

2/22/2021

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, CMFO, Controller/City Treasurer



CONTRACTOR'S APPLICATION FOR PAYMENT

No. 3

Pay Application

2020 Sidewalk Assessment Project
 Application Period: 12/05/20 to 12/18/20 Application Date: 12/18/20
 Project Number: SW - 000 - 3204 To (Owner): City of Cedar Falls Via (Engineer): Mr. Brett Armstrong
 Contract Completion Date: 03/01/20 From (Contractor): Feldman Concrete Project Engineer

| Change Order Summary | |
|-------------------------|----------------|
| Approved Change Orders: | |
| Number | Deductions (b) |
| 1 | \$ - |
| 2 | \$ - |
| 3 | \$ - |
| 4 | \$ - |
| 5 | \$ - |
| 6 | \$ - |
| 7 | \$ - |
| 8 | \$ - |
| 9 | \$ - |
| 10 | \$ - |
| 11 | \$ - |
| 12 | \$ - |
| 13 | \$ - |
| 14 | \$ - |
| 15 | \$ - |
| Totals | \$ - |

1. ORIGINAL CONTRACT PRICE \$ **38,899.20**

2. NET CHANGE BY CHANGE ORDERS (c) \$ -

3. CURRENT CONTRACT PRICE \$ 38,899.20

4. TOTAL COMPLETED AND STORED TO DATE \$ 36,778.75
 (Total Column F on Progress Estimate)

5. RETAINAGE

| | | | | |
|--|---|--------------|------------------|------|
| a. 0% | X | \$ 36,778.75 | Work Completed | \$ - |
| b. 5% | X | \$ - | Stored Materials | \$ - |
| c. Total Retainage (Line 5a + Line 5b) | | | | \$ - |

6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION

| | | | | |
|---|------|---|---------|------|
| 0 | Days | X | Per Day | \$ - |
|---|------|---|---------|------|

7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) \$ 36,778.75

8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) \$ **34,939.81**

9. AMOUNT DUE THIS APPLICATION \$ 1,838.94

10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) \$ 36,778.75

11. % OF COMPLETION

| | | |
|-------------------------|--------------------|-----|
| Original Contract Price | (Line 10 ÷ Line 1) | 95% |
| Current Contract Price | (Line 10 ÷ Line 3) | 95% |

Payment of: \$ **1,838.94** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Bruce Feldman Mr. Brett Armstrong, Project Engineer
 Date: 2/15/2021 Date: 2/22/21

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC591044

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) 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 Thirty Eight Thousand Eight Hundred and Ninety-Nine Dollars and Twenty Cents (\$38,899.20), 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 21st day of September, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2020 Sidewalk Assessment Project Project SW-000-3204

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 Blackhawk 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.

Contract date

Project No. SW-000-3204

Witness our hands, in triplicate, this _____ day of _____, 2020.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Feldman Concrete
Contractor

Printed Name of Agent

By: Bruce Feldman
Signature
Owner
Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

City, State, Zip Code

By: Kim Hess
Signature Attorney-in-Fact Officer

Company Telephone Number

Kim Hess
Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Tricor
Company Name

Attorney for Owner

600 Star Brewery Dr Ste 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies or equipment supplied to:

Developer/Contractor (Who received services or supplies) Feldman Concrete

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2020 Sidewalk Assessment Project Project

In the city of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Subcontractor/ Supplier (Who supplied services or supplies) **Croell, Inc.**

Date: Date – January 5th, 2021

Do(does)hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner there of:



Lienor or claimant

Position or Title of lienor with Subcontractor/ Supplier Company

AP & Credit Manager

1-8-2021

Date signed


DEPARTMENT OF PUBLIC WORKS

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 Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: February 22, 2021

SUBJECT: 2020 Sidewalk Assessment Project for Zone 3
 Project No. SW-000-3204
 Presentation of Final Statement of Expenditures for Material and Labor

The 2020 Sidewalk Assessment Project for Zone 3 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to 76 private properties for a total assessment cost of \$36,778.75.

In 2019, approximately 130 notices were sent out for defective or missing sidewalk. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the property. Forty-two percent of the property owners notified repaired the defective or missing sidewalk, and fifty-eight percent of the property owners notified did not repair the defective or missing sidewalk. The average cost per property to repair defective sidewalk was \$477.65 with the highest cost at approximately \$1,767.40.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2020 Sidewalk Assessment Project for Zone 3.

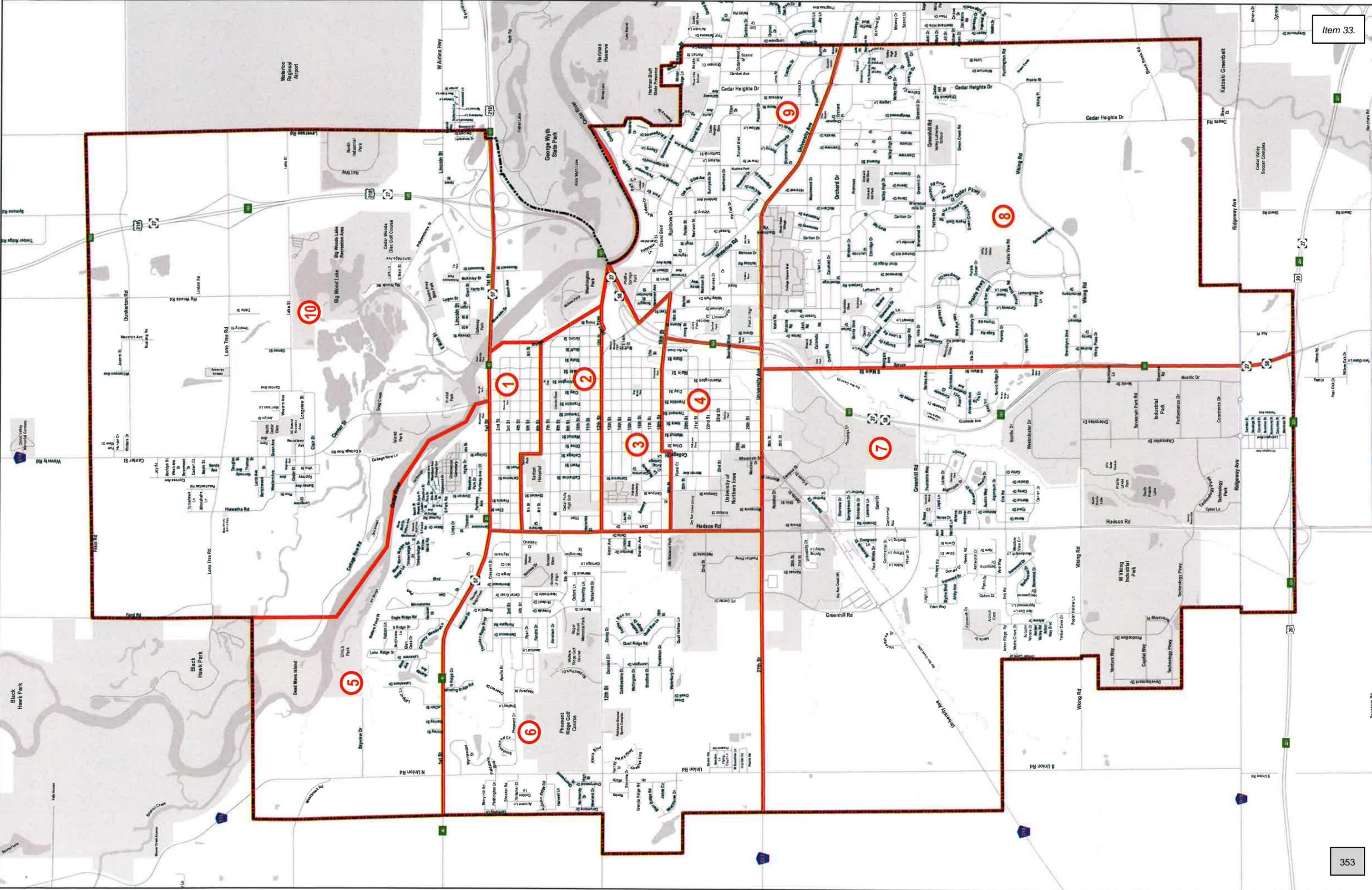
I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2020 Sidewalk Assessment Project for Zone 3.

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer

2020 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NUMBER SW - 000 - 3204

Final Statement of Expenditures for Material and Labor

| Property Owner | Mailing Address | City | State | Zip Code | Address or Location | Legal Description | Item No. 1 Removal of Sidewalk (S.Y.) | Unit Price | Extended price | Item No. 2 Sidewalk Replacement 4" (S.Y.) | Unit Price | Extended price | Item No. 3 Sidewalk Replacement 6" (S.Y.) | Unit Price | Extended price | Item No. 4 Topsoil (C.Y.) | Unit Price | Extended price | Item No. 5 Seeding (S.F.) | Unit Price | Extended price | Item No. 6 Traffic Control (L.S.) | Unit Price | Extended price | Total Cost of Replacement or Installation |
|--------------------------------|-----------------------|-------------|-------|----------|--------------------------|-------------------|---|------------|-------------------|--|------------|-------------------|--|------------|-------------------|---------------------------------|------------|-------------------|---------------------------------|------------|-------------------|---|------------|-------------------|--|
| John Dutcher | 1238 Clark Drive | Cedar Falls | IA | 50613 | 1238 Clark Drive | 8914-14-202-045 | 3.60 | \$27.00 | \$97.20 | 3.60 | \$54.00 | \$194.40 | 0.00 | \$58.50 | \$0.00 | 0.30 | \$100.00 | \$30.00 | 16.20 | \$1.00 | \$16.20 | 0.01300 | \$4,000.00 | \$52.00 | \$389.80 |
| Thomas Rader | 1303 Clark Drive | Cedar Falls | IA | 50613 | 1303 Clark Drive | 8914-14-201-010 | 1.80 | \$27.00 | \$48.60 | 1.80 | \$54.00 | \$97.20 | 0.00 | \$58.50 | \$0.00 | 0.15 | \$100.00 | \$15.00 | 8.00 | \$1.00 | \$8.00 | 0.01300 | \$4,000.00 | \$52.00 | \$220.80 |
| Paul Siddens III LIV Trust | 1408 West 18th Street | Cedar Falls | IA | 50613 | 1408 West 18th Street | 8914-14-253-009 | 2.90 | \$27.00 | \$78.30 | 0.00 | \$54.00 | \$0.00 | 2.90 | \$58.50 | \$169.65 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$299.95 |
| Gage Calhoun | 1247 Newton Street | Denver | CO | 85260 | 1316 West 18th Street | 8914-14-282-001 | 2.00 | \$27.00 | \$54.00 | 0.00 | \$54.00 | \$0.00 | 2.00 | \$58.50 | \$117.00 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$223.00 |
| Jeff Knupp | 1303 Clark Street | Dysart | IA | 52224 | 1207 West 19th Street | 8914-14-282-011 | 3.50 | \$27.00 | \$94.50 | 3.50 | \$54.00 | \$189.00 | 0.00 | \$58.50 | \$0.00 | 0.29 | \$100.00 | \$29.00 | 15.80 | \$1.00 | \$15.80 | 0.01300 | \$4,000.00 | \$52.00 | \$380.30 |
| Troy Danielson | 1110 West 18th Street | Cedar Falls | IA | 50613 | 1110 West 18th Street | 8914-14-283-002 | 5.40 | \$27.00 | \$145.80 | 0.00 | \$54.00 | \$0.00 | 5.40 | \$58.50 | \$315.90 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$513.70 |
| Panther Builders LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1803 College Street | 8914-14-283-009 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Nicholas Bonewitz | 4117 Cedar Wapsi Road | Cedar Falls | IA | 50613 | 909 West 19th Street | 8914-14-283-012 | 2.40 | \$27.00 | \$64.80 | 2.40 | \$54.00 | \$129.60 | 0.00 | \$58.50 | \$0.00 | 0.16 | \$100.00 | \$16.00 | 8.60 | \$1.00 | \$8.60 | 0.01300 | \$4,000.00 | \$52.00 | \$271.00 |
| Matthew McGeough | 5024 Samantha Circle | Cedar Falls | IA | 50613 | 1315 College Street | 8914-14-228-013 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| E and J Enterprises LLC | 4566 William Drive | Waterloo | IA | 50701 | 1309/1311 College Street | 8914-14-228-012 | 2.80 | \$27.00 | \$75.60 | 0.00 | \$54.00 | \$0.00 | 2.80 | \$58.50 | \$163.80 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$291.40 |
| Michael Geisler | 5373 S. Hudson Road | Cedar Falls | IA | 50613 | 920 West 13th Street | 8914-14-228-009 | 4.40 | \$27.00 | \$118.80 | 4.40 | \$54.00 | \$237.60 | 0.00 | \$58.50 | \$0.00 | 0.37 | \$100.00 | \$37.00 | 19.80 | \$1.00 | \$19.80 | 0.01300 | \$4,000.00 | \$52.00 | \$465.20 |
| Troy Weaver | 1222 College Street | Cedar Falls | IA | 50613 | 1222 College Street | 8914-13-101-017 | 5.60 | \$27.00 | \$151.20 | 5.60 | \$54.00 | \$302.40 | 0.00 | \$58.50 | \$0.00 | 0.37 | \$100.00 | \$37.00 | 20.00 | \$1.00 | \$20.00 | 0.01300 | \$4,000.00 | \$52.00 | \$562.60 |
| Paul Baumgartner | 1322 College Street | Cedar Falls | IA | 50613 | 1322 College Street | 8914-13-104-015 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Daniel Carbiener | 1404 College Street | Cedar Falls | IA | 50613 | 1404 College Street | 8914-13-107-001 | 18.30 | \$27.00 | \$494.10 | 18.30 | \$54.00 | \$988.20 | 0.00 | \$58.50 | \$0.00 | 1.22 | \$100.00 | \$122.00 | 65.80 | \$1.00 | \$65.80 | 0.01300 | \$4,000.00 | \$52.00 | \$1,722.10 |
| B2K Properties LLC | P.O. Box 92 | Cedar Falls | IA | 50613 | 1510 College Street | 8914-13-111-008 | 5.40 | \$27.00 | \$145.80 | 5.40 | \$54.00 | \$291.60 | 0.00 | \$58.50 | \$0.00 | 0.36 | \$100.00 | \$36.00 | 19.40 | \$1.00 | \$19.40 | 0.01300 | \$4,000.00 | \$52.00 | \$544.80 |
| Lucille Lettow | 1516 College Street | Cedar Falls | IA | 50613 | 1516 College Street | 8914-13-111-007 | 3.70 | \$27.00 | \$99.90 | 3.70 | \$54.00 | \$199.80 | 0.00 | \$58.50 | \$0.00 | 0.24 | \$100.00 | \$24.00 | 13.20 | \$1.00 | \$13.20 | 0.01300 | \$4,000.00 | \$52.00 | \$388.90 |
| Gregory Tovar | 821 West 18th Street | Cedar Falls | IA | 50613 | 821 West 18th Street | 8914-13-155-007 | 8.40 | \$27.00 | \$226.80 | 8.40 | \$54.00 | \$453.60 | 0.00 | \$58.50 | \$0.00 | 0.56 | \$100.00 | \$56.00 | 30.20 | \$1.00 | \$30.20 | 0.01300 | \$4,000.00 | \$52.00 | \$818.60 |
| Gunda Brost | 902 West 12th Street | Cedar Falls | IA | 50613 | 902 West 12th Street | 8914-14-227-009 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Courtney Banwart | 820 West 12th Street | Cedar Falls | IA | 50613 | 820 West 12th Street | 8914-13-101-001 | 8.60 | \$27.00 | \$232.20 | 8.60 | \$54.00 | \$464.40 | 0.00 | \$58.50 | \$0.00 | 0.57 | \$100.00 | \$57.00 | 31.00 | \$1.00 | \$31.00 | 0.01300 | \$4,000.00 | \$52.00 | \$836.60 |
| John McCabe | 713 West 14th Street | Cedar Falls | IA | 50613 | 713 West 14th Street | 8914-13-104-011 | 3.40 | \$27.00 | \$91.80 | 3.40 | \$54.00 | \$183.60 | 0.00 | \$58.50 | \$0.00 | 0.23 | \$100.00 | \$23.00 | 12.20 | \$1.00 | \$12.20 | 0.01300 | \$4,000.00 | \$52.00 | \$362.60 |
| Biggs Real Estate Holdings LLC | 3633 N. Union Road | Cedar Falls | IA | 50613 | 723 West 18th Street | 8914-13-156-007 | 6.70 | \$27.00 | \$180.90 | 6.70 | \$54.00 | \$361.80 | 0.00 | \$58.50 | \$0.00 | 0.45 | \$100.00 | \$45.00 | 24.20 | \$1.00 | \$24.20 | 0.01300 | \$4,000.00 | \$52.00 | \$663.90 |
| Dolly's Rentals LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1604 Olive Street | 8914-13-152-001 | 2.30 | \$27.00 | \$62.10 | 2.30 | \$54.00 | \$124.20 | 0.00 | \$58.50 | \$0.00 | 0.16 | \$100.00 | \$16.00 | 8.40 | \$1.00 | \$8.40 | 0.01300 | \$4,000.00 | \$52.00 | \$262.70 |
| Kevin Bash | 1510 Olive Street | Cedar Falls | IA | 50613 | 1510 Olive Street | 8914-13-112-008 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.19 | \$100.00 | \$19.00 | 10.20 | \$1.00 | \$10.20 | 0.01300 | \$4,000.00 | \$52.00 | \$308.00 |
| Allen Messerschmidt | 1509 Walnut Street | Cedar Falls | IA | 50613 | 1509 Walnut Street | 8914-13-112-003 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Katie Kolar | 1521 Iowa Street | Cedar Falls | IA | 50613 | 1521 Iowa Street | 8914-13-113-005 | 5.60 | \$27.00 | \$151.20 | 5.60 | \$54.00 | \$302.40 | 0.00 | \$58.50 | \$0.00 | 0.37 | \$100.00 | \$37.00 | 20.00 | \$1.00 | \$20.00 | 0.01300 | \$4,000.00 | \$52.00 | \$562.60 |
| Brad Howard | 5314 Celtic Court | Cedar Falls | IA | 50613 | 1504 Walnut Street | 8914-13-113-001 | 5.60 | \$27.00 | \$151.20 | 5.60 | \$54.00 | \$302.40 | 0.00 | \$58.50 | \$0.00 | 0.37 | \$100.00 | \$37.00 | 20.00 | \$1.00 | \$20.00 | 0.01300 | \$4,000.00 | \$52.00 | \$562.60 |
| Cedar Falls Gospel Hall Assoc | 4115 Briarwood Drive | Cedar Falls | IA | 50613 | 1304 Walnut Street | 8914-13-105-010 | 2.20 | \$27.00 | \$59.40 | 0.00 | \$54.00 | \$0.00 | 2.20 | \$58.50 | \$128.70 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$240.10 |
| Angela Novick | 1309 Iowa Street | Cedar Falls | IA | 50613 | 1309 Iowa Street | 8914-13-105-004 | 2.90 | \$27.00 | \$78.30 | 2.90 | \$54.00 | \$156.60 | 0.00 | \$58.50 | \$0.00 | 0.19 | \$100.00 | \$19.00 | 10.40 | \$1.00 | \$10.40 | 0.01300 | \$4,000.00 | \$52.00 | \$316.30 |
| Sarah Stickfort | 1315 Iowa Street | Cedar Falls | IA | 50613 | 1315 Iowa Street | 8914-13-105-005 | 2.20 | \$27.00 | \$59.40 | 0.00 | \$54.00 | \$0.00 | 2.20 | \$58.50 | \$128.70 | 0.07 | \$100.00 | \$7.00 | 4.00 | \$1.00 | \$4.00 | 0.01300 | \$4,000.00 | \$52.00 | \$251.10 |
| Adri Tjoa | 524 West 12th Street | Cedar Falls | IA | 50613 | 524 West 12th Street | 8914-13-103-001 | 13.90 | \$27.00 | \$375.30 | 13.90 | \$54.00 | \$750.60 | 0.00 | \$58.50 | \$0.00 | 0.93 | \$100.00 | \$93.00 | 50.00 | \$1.00 | \$50.00 | 0.01300 | \$4,000.00 | \$52.00 | \$1,320.90 |
| CV Properties LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1310 Iowa Street | 8914-13-106-008 | 9.00 | \$27.00 | \$243.00 | 9.00 | \$54.00 | \$486.00 | 0.00 | \$58.50 | \$0.00 | 0.60 | \$100.00 | \$60.00 | 32.40 | \$1.00 | \$32.40 | 0.01300 | \$4,000.00 | \$52.00 | \$873.40 |
| CV Properties LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1421 Tremont Street | 8914-13-110-005 | 2.30 | \$27.00 | \$62.10 | 2.30 | \$54.00 | \$124.20 | 0.00 | \$58.50 | \$0.00 | 0.15 | \$100.00 | \$15.00 | 8.20 | \$1.00 | \$8.20 | 0.01300 | \$4,000.00 | \$52.00 | \$261.50 |
| Caleb Krapfl | 1515 Tremont Street | Cedar Falls | IA | 50613 | 1515 Tremont Street | 8914-13-114-004 | 2.10 | \$27.00 | \$56.70 | 0.00 | \$54.00 | \$0.00 | 2.10 | \$58.50 | \$122.85 | 0.00 | \$100.00 | \$0.00 | 0.00 | \$1.00 | \$0.00 | 0.01300 | \$4,000.00 | \$52.00 | \$231.55 |
| Prudence Naber | 3466 Hammond Avenue | Waterloo | IA | 50702 | 1603 Tremont Street | 8914-13-154-002 | 8.90 | \$27.00 | \$240.30 | 8.90 | \$54.00 | \$480.60 | 0.00 | \$58.50 | \$0.00 | 0.59 | \$100.00 | \$59.00 | 32.00 | \$1.00 | \$32.00 | 0.01300 | \$4,000.00 | \$52.00 | \$863.90 |
| Alex Becker | 1616 Iowa Street | Cedar Falls | IA | 50613 | 1616 Iowa Street | 8914-13-154-008 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.19 | \$100.00 | \$19.00 | 10.20 | \$1.00 | \$10.20 | 0.01300 | \$4,000.00 | \$52.00 | \$308.00 |
| Konrad Sadkowski | 1309 Franklin Street | Cedar Falls | IA | 50613 | 418 West 13th Street | 8914-13-130-007 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Joshua 24 15 Properties LLC | P.O. Box 304 | Cedar Falls | IA | 50613 | 1709 Franklin Street | 8914-13-180-003 | 2.70 | \$27.00 | \$72.90 | 2.70 | \$54.00 | \$145.80 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 9.80 | \$1.00 | \$9.80 | 0.01300 | \$4,000.00 | \$52.00 | \$298.50 |
| Andrew Morse | 1621 Franklin Street | Cedar Falls | IA | 50613 | 1621 Franklin Street | 8914-13-176-004 | 2.90 | \$27.00 | \$78.30 | 2.90 | \$54.00 | \$156.60 | 0.00 | \$58.50 | \$0.00 | 0.19 | \$100.00 | \$19.00 | 10.40 | \$1.00 | \$10.40 | 0.01300 | \$4,000.00 | \$52.00 | \$316.30 |
| Nancy Koehn | 1521 Franklin Street | Cedar Falls | IA | 50613 | 1521 Franklin Street | 8914-13-138-006 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Stephanie Saak | 1509 Franklin Street | Cedar Falls | IA | 50613 | 1509 Franklin Street | 8914-13-138-004 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Edward See | 420 West 12th Street | Cedar Falls | IA | 50613 | 420 West 12th Street | 8914-13-126-013 | 2.80 | \$27.00 | \$75.60 | 2.80 | \$54.00 | \$151.20 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 10.00 | \$1.00 | \$10.00 | 0.01300 | \$4,000.00 | \$52.00 | \$306.80 |
| Raymond Anderson | 1215 Franklin Street | Cedar Falls | IA | 50613 | 1215 Franklin Street | 8914-13-126-006 | 2.70 | \$27.00 | \$72.90 | 2.70 | \$54.00 | \$145.80 | 0.00 | \$58.50 | \$0.00 | 0.18 | \$100.00 | \$18.00 | 9.80 | \$1.00 | \$9.80 | 0.01300 | \$4,000.00 | \$52.00 | \$298.50 |
| William Giesler | 1007 Lindale Road | Cedar Falls | IA | 50613 | 324 West 12th Street | 8914-13-127-001 | 4.40 | \$27.00 | \$118.80 | 4.40 | \$54.00 | \$237.60 | 0.00 | \$58.50 | \$0.00 | 0.30 | \$100.00 | \$30.00 | 16.00 | \$1.00 | \$16.00 | 0.01300 | \$4,000.00 | \$52.00 | \$454.40 |
| Brian Wolf | 1309 Clay Street | Cedar Falls | IA | 50613 | 1309 Clay Street | 8914-13-131-004 | 2.30 | \$27.00 | \$62.10 | 2.30 | \$54.00 | | | | | | | | | | | | | | |





DEPARTMENT OF PUBLIC WORKS

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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 24, 2021

SUBJECT: Professional Services Agreement, Terracon Consultants, Inc.
 W. 1st Street Reconstruction – Iowa DNR Tier 2 Report
 Supplemental Agreement No. 2
 City Project No. RC-000-3118

Please find attached Supplemental Agreement No. 2 with Terracon Consultants Inc. that outlines additional scope of services and costs to develop a work plan with the Iowa Department of Natural Resources, provide construction oversight, and generate a site monitoring report (SMR) based on the Iowa Department of Natural Resources requirements of the completed Tier 2 Report.

Terracon Consultants, Inc. completed the Tier 2 Report as the laboratory analysis of the soil and groundwater samples identified chemical concentrations that exceed applicable IDNR Tier 1 target levels and risk receptors. Work will include updating a section of water main located beneath Iowa Street with ductile iron pipe with nitrile gaskets. The associated Tier 2 Report is required by the Iowa DNR and must be completed by a certified groundwater professional.

The City of Cedar Falls entered into a Professional Service Agreement with Terracon Consultants Inc. for the Iowa DNR Tier 1 Report on February 17th, 2020. Funding for this Supplemental Agreement will be provided by the General Obligation Bond in the amount of \$7,270. This project is included in the City of Cedar Falls' Capital Improvements Program (#133).

The Public Works Department requests your consideration and approval of this Supplemental Agreement No. 2 with Terracon for the Tier 2 work plan and site monitoring report.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer



DEPARTMENT OF PUBLIC WORKS

Item 34.

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

SUPPLEMENTAL AGREEMENT NO. 2

W. 1st Street Reconstruction – Franklin Street to Hudson Road
Iowa DOT Project No. NHSX-057-2(29)-3H-07
Iowa DNR Tier 2 Report
Cedar Falls, Iowa
City Project Number: RC-000-3118

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Terracon Consultants, Inc., a Delaware corporation (CONSULTANT), dated February 17th, 2020 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 Iowa DNR Tier 2 requirement,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF WORK

See attached Exhibit A – Scope of Services.

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 Seven Thousand Two Hundred and Seventy Dollars (\$7,270).

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated February 17th, 2020, as supplemented.

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: [Signature] _____

Printed Name: : Robert M. Green _____

Printed Name: Dave C. Cleary _____

Title: : Mayor of Cedar Falls _____

Title: Environmental Department Manager _____

Date: _____

Date: 2/24/2021 _____

November 5, 2020

City of Cedar Falls
Department of Public Works – Engineering Division
220 Clay Street
Cedar Falls, Iowa 50613

Attn: Mr. Matthew Tolan, EI
P: (319) 268-5164
E: matthew.tolan@cedarfalls.com

Re: Water Line Replacement Oversight and Site Monitoring Report
City ROW
Highway 57 and Iowa Street
Cedar Falls, Iowa 50613
Registration No. 201900050 LUST No. 9LTS59
Terracon Proposal No. P13207097

Dear Mr. Tolan,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct water line replacement oversight and Site Monitoring Report (SMR) services for the above referenced site. The following sections will present Terracon’s approach to meeting Iowa Department of Natural Resources (IDNR) requirements and are based on the Tier 2 Report for the above referenced site and the IDNR Tier 2 Report Review dated August 31, 2020.

1.0 PROJECT INFORMATION

A Tier 2 report was completed by Terracon and dated August 18, 2020, which classified the site high risk for the soil to water line pathway. This classification was accepted by the IDNR in correspondence dated August 31, 2020. At the time of the Tier 2, a portion of the Iowa Street water main (WLA1) and portions of the service line to the east adjoining carwash (WLB1 and WLB2) were classified as high risk.

Based on discussions with the City of Cedar Falls, Terracon understands the preferred corrective action to address the high risk receptors is to replace the at-risk portions with petroleum resistant materials. During a conference call with the City of Cedar Falls on October 8, 2020, Terracon learned that the at-risk portion of the carwash service line was recently replaced during a right-of-way construction project. The service line was replaced with ductile iron pipe and petroleum resistant gasketing (nitrile). Based on this new

information, Terracon does not believe replacement of the carwash service line will be necessary at this time. Documentation of the service line construction will need to be provided to the IDNR during the 2021 SMR in order to reclassify the receptor. The following sections will present Terracon’s scope of services.

2.0 SCOPE OF SERVICES

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will generate a project safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

2.1 Water Line Replacement

2.1.1 Work Plan

As requested by the IDNR, Terracon will prepare a work plan detailing our approach including the section of the water main to be replaced and proposed schedule. The work plan will be submitted to the IDNR within 30 days of notice to proceed for review and approval. The work plan will also identify the new construction data regarding the carwash service line in order to notify the IDNR that section will not be included for replacement.

2.1.2 Project Oversight and Coordination

Based on a review of prior assessments at the site, Terracon is recommending a section of the water main located beneath Iowa Street be replaced with ductile iron pipe (DIP) or cast iron (CI) pipe with nitrile gaskets. Terracon understands that the water line replacement activities, including permitting and engineering, will be performed in 2021 utilizing City of Cedar Falls and/or Iowa Department of Transportation personnel.

Terracon will assist the City of Cedar Falls in the disposal of contaminated soil removed from the water main excavation at a sanitary landfill (Black Hawk County Landfill). Terracon will be on-site during the excavation process to field screen soil and collect necessary samples for characterization as required by the landfill (up to 10 hours on-site). In addition,

Terracon will perform periodic site checks to document the installation of the replacement water main, including the collection of photographs to verify replacement activities (up to four, two-hour visits over the course of the project). Terracon will obtain approval from the landfill for disposal including completion of required permitting.

2.2 Report Preparation

Terracon will complete an SMR based on the results of the above described tasks. The SMR will document water main replacement and well as provide documentation regarding the construction of the carwash service line. This evaluation may or may not result in a recommendation for no further assessment or remediation. No warranties, express or implied, are intended or made.

3.0 COMPENSATION

Fees for services specific to this site are **\$7,270** and are detailed in the attached Table 1. Interim invoices will be submitted regularly and are due upon receipt. Invoices will reflect the units performed in accordance with the above discussion and expressed in Table 1.

4.0 AUTHORIZATION

We understand the Client will amend the Professional Services Agreement dated February 17, 2020 and provide to Terracon for review. Services will be initiated upon receipt of the written notice to proceed. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to continuing our work with you on this project. If you have questions or comments regarding this proposal, please contact Dave Cleary at (319) 277-4016 or via email at dave.cleary@terracon.com.

Sincerely,
Terracon Consultants, Inc.

Dave C. Cleary, REM
Environmental Department Manager

Jesse M. Nelson, REM, CGP
Environmental Project Manager

DMG/JMN: N:\Projects\2020\13207013\Proposal\13207013.City ROW Tier 2 Supplemental Proposal.draft.docx

Attachments: Table 1

Copies: Addressee (emailed)

Table 1: Services and Fees
Terracon Proposal Number: P13207097
Site Name: City ROW
Address: Highway 57 and Iowa Street
City, State: Cedar Falls, Iowa
LUST Number: 9LTS59
Registration Number: 201900050
Date: 11/5/2020



| Task | Cost per Unit | Unit Type | No. of Units | Total |
|---|---------------|---------------|-----------------|-----------------|
| Engineering Services | | | | |
| Work Plan | \$ 2,000 | LS | 1 | \$ 2,000 |
| Site Monitoring Report | \$ 1,250 | LS | 1 | \$ 1,250 |
| Environmental Department Manager - Project Coordination | \$ 120 | /hour | 6 | \$ 720 |
| Environmental Project Manager (CGP) - Project Coordination | \$ 135 | /hour | 6 | \$ 810 |
| | | | Subtotal | \$ 4,780 |
| Field Services | | | | |
| Field personnel mobilization | \$ 160 | /mobilization | 4 | \$ 640 |
| Daily equipment charges (IP/water probe, PID, survey, etc.) | \$ 125 | /day | 2 | \$ 250 |
| Field Scientist | \$ 75 | /hour | 18 | \$ 1,350 |
| | | | Subtotal | \$ 2,240 |
| Sample preparation and laboratory analysis: | | | | |
| Soil: OA-1 (BTEX), OA-2 (TEH) and 8 RCRA Metals | \$ 250 | /sample | 1 | \$ 250 |
| | | | Subtotal | \$ 250 |
| | | | Total | \$ 7,270 |



DEPARTMENT OF PUBLIC WORKS

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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 25, 2020

SUBJECT: Cedar Heights Drive Reconstruction Project
 City Project Number: RC-000-3171
 CenturyLink Agreement

Attached is a utility relocation and easement conveyance/vacation agreement between the City of Cedar Falls and CenturyLink for approval. The City of Cedar Falls is in the final design phase of the Cedar Heights Drive Reconstruction Project. This agreement addresses the necessary right of way needs from CenturyLink in order to meet the Iowa DOT and City's scheduled funding years for construction.

The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection.

The City will use General Obligation funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, of Cedar Rapids, Iowa, on September 5, 2017 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY20, FY21 and FY 22 under item number 123.

Staff recommends that the City Council approve of the Utility Relocation and Easement conveyance/Vacation Agreement between the City of Cedar Falls and CenturyLink.

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

xc: Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer

Prepared by Kevin Rogers, City Attorney, 220 Clay St., Cedar Falls, Iowa 50613, (319) 273-8600

Utilities Relocation and Easement Conveyance/Vacation Agreement

Between

The City of Cedar Falls, Iowa

And

Qwest Corporation d/b/a CenturyLink QC

This Utilities Relocation and Easement Conveyance/Vacation Agreement is entered into effective on the ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter the "City"), and Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation (hereinafter "CenturyLink").

WHEREAS, the City is planning a public improvement Project that involves reconstruction of Cedar Heights Drive, including the construction of roundabouts at Huntington Road and Greenhill Road; and

WHEREAS, CenturyLink's predecessors in interest acquired easements along Cedar Heights Drive, and placed facilities within said easements and also within existing public right-of-way over the years; and

WHEREAS, the City has acquired right-of-way for road improvement projects over the years, including in connection with the current public improvement Project; and

WHEREAS, the many portions of easements now owned by CenturyLink are located within public right-of-way; and

WHEREAS, due to requirements of the public improvement Project, there are areas of conflict with CenturyLink facilities within the public right-of-way; and

WHEREAS, due to the aforementioned conflicts, abandonment, adjustment and relocation of CenturyLink facilities is necessary at several locations within the area of the public improvement Project; and

WHEREAS, as part of the public improvement Project, the City has acquired a Public Utility Easement adjacent to the City right-of-way at and near the intersection of Cedar Heights Drive and Huntington Road where a roundabout will be constructed; and

WHEREAS, the City has agreed to pay for the cost of relocation and adjustment of CenturyLink's facilities, including relocation through and across the Public Utility Easement as well as relocation to and adjustment within the public right-of-way; and

WHEREAS, CenturyLink has agreed to vacate and convey to the City its rights, title and interest in the aforementioned easements that are located within the public right-of-way; and

WHEREAS, the City and CenturyLink have agreed to the terms and conditions of the above, and now wish to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual promises herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. Public Purpose. This Agreement is deemed to be in the public interest because reaching an agreement regarding resolution of CenturyLink facilities conflicts will allow the public improvement Project to proceed in an orderly and efficient fashion and without significant delay, given that time is of the essence in the completion of the public improvement Project.

2. Definitions.

a. "Project" means the reconstruction of Cedar Heights Drive extending from southwest of Prairie Street generally north to and including the intersection of Cedar Heights Drive and Greenhill Road, including, but not limited to, grading, paving, the construction of roundabouts at Huntington Road and at Greenhill Road, underground utility work, and landscaping.

b. "Project Area" means the entire geographic area included in the Project, as generally depicted as the grey shaded area in Exhibit A attached. Project Area does not include CenturyLink easements located outside the public right-of-way, other than the Public Utility Easement.

c. "CenturyLink facilities" or "facilities" means copper cables and fiber optic cables owned by CenturyLink and currently located within easements and within the public right-of-way within the Project Area.

d. "Public Utility Easement" means the City's interest in land acquired as part of the Project, recorded in Document # 2021-8484 in the Office of the Recorder of Black Hawk County, Iowa, as legally described and depicted in the acquisition plat attached as Exhibit B.

3. Abandonment, Relocation and Adjustment of CenturyLink facilities. CenturyLink agrees to abandon, relocate or adjust, as necessary, some of its facilities located within the Project Area as follows:

a. Plans and specifications related to the abandonment, relocation and adjustment of CenturyLink facilities within the Project Area shall be prepared and submitted to the City prior to execution of this Agreement. Such plans and specifications must be approved by the City Engineer or designee in writing prior to execution of this Agreement. Any modification of such plans and specifications are subject to written approval by the City Engineer or designee prior to the commencement of relocation or adjustment construction. At the conclusion of facilities abandonment, relocation and adjustment, CenturyLink shall provide to the City, at CenturyLink's cost, as-built plans and specifications to the extent they differ from City approved plans and specifications.

b. The cost of abandonment, relocation and adjustment is estimated to be \$ 150,070.49 as shown in the estimate provided by CenturyLink attached as Exhibit C. Any modification of the cost of such

abandonment, relocation or adjustment must be approved by the City in writing in advance. Within 30 days after completion of the abandonment, relocation and adjustment work, and acceptance by the City of such work, the City shall pay to CenturyLink the sum of \$ 150,070.49, or if modified, the agreed upon modified amount. CenturyLink hereby agrees to hold the City harmless and defend and INDEMNIFY the City from and against any claim or demand made by any person or entity providing services, materials, equipment or labor related to the abandonment, relocation or adjustment work, and for and against any claim or demand for personal injury, including death, or property damage incurred or claimed by any person or entity related to, arising out of, or in connection with such abandonment, relocation or adjustment work. For purposes of this subparagraph, the City includes the City's employees, officers, elected and appointed officials, agents and assigns as well as the municipal utility, Cedar Falls Utilities.

c. All applicable City permits must be obtained by the persons or entities performing such abandonment, relocation or adjustment work, and such work shall be performed in accordance with all federal, state and local laws, regulations and standards.

d. The abandonment, relocation and adjustment work of CenturyLink's facilities is not a public improvement under Iowa law and is not subject to competitive bidding.

e. Stages 1-4 of the abandonment, relocation and adjustment of CenturyLink's facilities in the area of Cedar Heights Drive and Greenhill Road shall be completed no later than July 15th, 2021. All other facilities abandonment, relocation and adjustment shall be completed no later than November 18, 2021. Any extension of this deadline is within the sole discretion of the City, and may be granted for good cause, including unavoidable delay through no fault of CenturyLink. City and CenturyLink agree to perform all coordination and communication necessary to facilitate CenturyLink's abandonment, relocation, and adjustment work. Failure to complete such facilities abandonment, relocation and adjustment by the above dates, or any City allowed extension, shall be considered a breach of this Agreement. Nothing herein shall be construed to limit the City's other legal and equitable remedies for such breach, which are specifically preserved.

f. All areas within the public right-of-way affected by abandonment, relocation and adjustment of CenturyLink's facilities shall be restored by CenturyLink to a state suitable for road construction. All areas within the Public Utility Easement affected by abandonment, relocation and adjustment shall be restored to now existing condition and grade. Costs for such restoration are included in the total cost of relocation set forth in subparagraph 3(b) above or if not so included shall be at CenturyLink's cost.

g. All materials, supplies, vehicles and equipment used in the abandonment, relocation and adjustment work shall be used, stationed and stored in such a way that no interference with the Project will occur.

h. CenturyLink shall ensure compliance with the provisions of this Agreement by any and all persons or entities performing any work in accordance with this Agreement, and such provisions shall be binding on such persons and entities.

4. Conveyance of CenturyLink Easements to the City; Vacation. CenturyLink hereby conveys to the City of Cedar Falls, Iowa, and hereby vacates, abandons, releases and terminates all of the easement rights and any other related rights granted to CenturyLink, including those granted to CenturyLink's predecessors in interest, as follows:

a. Segment 1. That part of a CenturyLink easement commencing north of the intersection of Cedar Heights Drive and Greenhill Road, and extending southward through the intersection and continuing southward on the east side of Cedar Heights Drive to the South line of the SE Quarter of the NW Quarter

of Section 29 Township 89 Range 13, as generally depicted as a red broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit D (Segment 1), which is incorporated herein by this reference, and includes the following grants:

| Grantor(s) | Date of Grant | Black Hawk County, Iowa | Date of Recording |
|----------------------|----------------|--------------------------|-------------------|
| | | Recorder's Office Doc. # | |
| Ruth Glennly Whittle | April 18, 1966 | Book 165, Page 273 | May 4, 1966 |

Aaron Miller

| | | | |
|---------------------|-------------|--------------------|-------------|
| John G. Miller, Jr. | May 4, 1966 | Book 165, Page 272 | May 4, 1966 |
|---------------------|-------------|--------------------|-------------|

c. Segment 2. That part of a CenturyLink easement commencing at the South line of the SE Quarter of the NW Quarter of Section 29 Township 89 Range 13 and on the east side of Cedar Heights Drive, as generally depicted as a yellow broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit E (Segment 2), which is incorporated herein by this reference.

d. Segment 3. That part of a CenturyLink easement commencing at or near the intersection of Cedar Heights Drive and Greenhill Road and extending generally south on the west side of Cedar Heights Drive, as generally depicted as a green broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit F (Segment 3), which is incorporated herein by this reference;

and also,

That part of a CenturyLink easement extending through and across the right-of-way of Cedar Hills Road, as also generally depicted as a green broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit G (Segment 3), which is incorporated herein by this reference.

e. If not already described herein, all CenturyLink Easements within the Project Area.

f. Because the precise location of some of CenturyLink's easements within the Project Area is based upon the location of first laid lines, determining the metes and bounds of CenturyLink's easements has proven difficult. The parties have made good faith attempts to ascertain the metes and bounds of CenturyLink's easements using locating equipment. The parties agree that the descriptions herein accurately and completely describe the area of CenturyLink's easements in order to effect a conveyance and vacation of Segment 1, Segment 2, and Segment 3 of CenturyLink's easements within the Project Area, and hereby waive any inaccuracy or irregularity in same.

The City hereby accepts all conveyances described in this Agreement.

5. Future Relocation. In the event that the City deems it necessary that CenturyLink's facilities that were required to be relocated or adjusted within the Project Area be relocated or adjusted in the future, including those facilities that now will be located in the Public Utility Easement, the City agrees to pay for the reasonable cost of such relocation(s) or adjustment(s). CenturyLink shall provide the City with

documentation of its estimated costs for such future relocation or adjustment in a separate agreement in advance of such relocation or adjustment. That agreement shall govern the payment and coordination of such relocation or adjustment. Future relocation or adjustment of CenturyLink facilities within the Project Area that were relocated or adjusted as part of the Project for any reason other than the City deeming future relocation or adjustment necessary shall be at CenturyLink's cost. This Paragraph shall not apply to any CenturyLink facilities not relocated or adjusted as part of the Project or any CenturyLink facilities not already installed at the time of completion of the Project.

6. No Additional Compensation. No further or additional compensation or damages whatsoever shall be paid by the City to or for CenturyLink for abandonment, relocation or adjustment of CenturyLink's facilities or for conveyance/vacation of CenturyLink Easements within the Project Area, which are hereby fully and completely waived and released, except as specifically set forth herein.

7. Notice of Relocation. CenturyLink hereby acknowledges proper and sufficient notice by the City of the requirement to abandon, relocate and adjust utility services within the Project Area, and waives any irregularity or deficiency in the same.

8. Vacation of Right-of-Way. As long as CenturyLink remains in compliance with this Agreement, the City shall not, by ordinance or otherwise, vacate the Public Utility Easement or the public right-of-way within the Project Area, without preserving such rights as may be necessary to allow CenturyLink the continued use of the CenturyLink facilities in accordance with the terms of this Agreement, provided, however, that nothing in this Section shall in any way limit the City to require CenturyLink to relocate the CenturyLink facilities elsewhere with the public right-of-way in accordance with this Agreement.

9. Public Right-of-Way. Nothing contained in this Agreement shall be construed to limit or restrict in any way the City's right to use the public right-of-way, grant permission for other entities to use the public right-of-way, or to control or manage the public right-of-way. Further, nothing in this Agreement shall be construed to create any property interest or right in CenturyLink to occupy space within the public right-of-way.

10. Governing Body. This Agreement shall not be effective until or unless approved by the City Council of the City of Cedar Falls, Iowa.

11. Successors and Assigns. This Agreement is binding upon the parties and their respective assigns, transferees and successors.

12. No Third-Party Claim. Nothing contained in this Agreement shall be construed to create any claims or rights on the part of any person or entity not a party to this Agreement.

13. Integration; Amendment. This Agreement, including Exhibits, constitutes the entire understanding and agreement of the parties and supersedes any previous understandings between the parties with respect to the matters addressed herein, and no amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by authorized representatives of the parties.

14. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa.

15. Forum. All matters relating to the construction and performance of this Agreement shall be litigated only in the state or federal courts of the State of Iowa, and in particular the Iowa District Court in and for Black Hawk County or the US District Court in and for the Northern District of Iowa, Cedar Rapids Division.

16. Counterparts. This Agreement may be executed in one or more facsimile counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

17. Non-assignable. The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.

18. Nondiscrimination. CenturyLink agrees that it will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification. CenturyLink shall inform all contractors, subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

19. Severability. In the event a court of competent jurisdiction shall adjudge any provision of this Agreement invalid or illegal, such invalidity or illegality shall in not in any way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement shall continue in full force and effect, as if said provision had not been so adjudged invalid or illegal, or shall at the City's option, cause termination of this Agreement.

20. Notice. Any notices given pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed or sent by ordinary mail to:

| | |
|-------------------------------------|--|
| City: | CenturyLink: |
| David Wicke, PE | Brent Giese |
| City Engineer | Engineer II |
| 319-268-5162 | 563-35-2592 |
| 220 Clay St., Cedar Falls, IA 50613 | 3908 Utica Ridge Rd., Bettendorf, IA 52722 |

IN WITNESS WHEREOF, the parties have executed this Relocation and Easement Agreement as of the effective date listed above.

Qwest Corporation d/b/a CenturyLink QC

By: _____

Name: _____

Title: _____

State of _____)

) ss:

County of _____)

This record was acknowledged before me on the ____ day of _____, 2020, by _____, as _____ of Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation.

Notary Public in and for the State of _____
My Commission Expires: _____

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
BLACK HAWK COUNTY)

This record was acknowledged before me on the ____ day of _____, 2020, by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

Prepared by Kevin Rogers, City Attorney, 220 Clay St., Cedar Falls, Iowa 50613, (319) 273-8600

Utilities Relocation and Easement Conveyance/Vacation Agreement

Between

The City of Cedar Falls, Iowa

And

Qwest Corporation d/b/a CenturyLink QC

This Utilities Relocation and Easement Conveyance/Vacation Agreement is entered into effective on the _____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter the "City"), and Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation (hereinafter "CenturyLink").

WHEREAS, the City is planning a public improvement Project that involves reconstruction of Cedar Heights Drive, including the construction of roundabouts at Huntington Road and Greenhill Road; and

WHEREAS, CenturyLink's predecessors in interest acquired easements along Cedar Heights Drive, and placed facilities within said easements and also within existing public right-of-way over the years; and

WHEREAS, the City has acquired right-of-way for road improvement projects over the years, including in connection with the current public improvement Project; and

WHEREAS, the many portions of easements now owned by CenturyLink are located within public right-of-way; and

WHEREAS, due to requirements of the public improvement Project, there are areas of conflict with CenturyLink facilities within the public right-of-way; and

WHEREAS, due to the aforementioned conflicts, abandonment, adjustment and relocation of CenturyLink facilities is necessary at several locations within the area of the public improvement Project; and

WHEREAS, as part of the public improvement Project, the City has acquired a Public Utility Easement adjacent to the City right-of-way at and near the intersection of Cedar Heights Drive and Huntington Road where a roundabout will be constructed; and

WHEREAS, the City has agreed to pay for the cost of relocation and adjustment of CenturyLink's facilities, including relocation through and across the Public Utility Easement as well as relocation to and adjustment within the public right-of-way; and

WHEREAS, CenturyLink has agreed to vacate and convey to the City its rights, title and interest in the aforementioned easements that are located within the public right-of-way; and

WHEREAS, the City and CenturyLink have agreed to the terms and conditions of the above, and now wish to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual promises herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. Public Purpose. This Agreement is deemed to be in the public interest because reaching an agreement regarding resolution of CenturyLink facilities conflicts will allow the public improvement Project to proceed in an orderly and efficient fashion and without significant delay, given that time is of the essence in the completion of the public improvement Project.

2. Definitions.

a. "Project" means the reconstruction of Cedar Heights Drive extending from southwest of Prairie Street generally north to and including the intersection of Cedar Heights Drive and Greenhill Road, including, but not limited to, grading, paving, the construction of roundabouts at Huntington Road and at Greenhill Road, underground utility work, and landscaping.

b. "Project Area" means the entire geographic area included in the Project, as generally depicted as the grey shaded area in Exhibit A attached. Project Area does not include CenturyLink easements located outside the public right-of-way, other than the Public Utility Easement.

c. "CenturyLink facilities" or "facilities" means copper cables and fiber optic cables owned by CenturyLink and currently located within easements and within the public right-of-way within the Project Area.

d. "Public Utility Easement" means the City's interest in land acquired as part of the Project, recorded in Document # 2021-8484 in the Office of the Recorder of Black Hawk County, Iowa, as legally described and depicted in the acquisition plat attached as Exhibit B.

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a. Plans and specifications related to the abandonment, relocation and adjustment of CenturyLink facilities within the Project Area shall be prepared and submitted to the City prior to execution of this Agreement. Such plans and specifications must be approved by the City Engineer or designee in writing prior to execution of this Agreement. Any modification of such plans and specifications are subject to written approval by the City Engineer or designee prior to the commencement of relocation or adjustment construction. At the conclusion of facilities abandonment, relocation and adjustment, CenturyLink shall provide to the City, at CenturyLink's cost, as-built plans and specifications to the extent they differ from City approved plans and specifications.

b. The cost of abandonment, relocation and adjustment is estimated to be \$ 150,070.49 as shown in the estimate provided by CenturyLink attached as Exhibit C. Any modification of the cost of such

abandonment, relocation or adjustment must be approved by the City in writing in advance. Within 30 days after completion of the abandonment, relocation and adjustment work, and acceptance by the City of such work, the City shall pay to CenturyLink the sum of \$ 150,070.49, or if modified, the agreed upon modified amount. CenturyLink hereby agrees to hold the City harmless and defend and INDEMNIFY the City from and against any claim or demand made by any person or entity providing services, materials, equipment or labor related to the abandonment, relocation or adjustment work, and for and against any claim or demand for personal injury, including death, or property damage incurred or claimed by any person or entity related to, arising out of, or in connection with such abandonment, relocation or adjustment work. For purposes of this subparagraph, the City includes the City's employees, officers, elected and appointed officials, agents and assigns as well as the municipal utility, Cedar Falls Utilities.

c. All applicable City permits must be obtained by the persons or entities performing such abandonment, relocation or adjustment work, and such work shall be performed in accordance with all federal, state and local laws, regulations and standards.

d. The abandonment, relocation and adjustment work of CenturyLink's facilities is not a public improvement under Iowa law and is not subject to competitive bidding.

e. Stages 1-4 of the abandonment, relocation and adjustment of CenturyLink's facilities in the area of Cedar Heights Drive and Greenhill Road shall be completed no later than July 15th, 2021. All other facilities abandonment, relocation and adjustment shall be completed no later than November 18, 2021. Any extension of this deadline is within the sole discretion of the City, and may be granted for good cause, including unavoidable delay through no fault of CenturyLink. City and CenturyLink agree to perform all coordination and communication necessary to facilitate CenturyLink's abandonment, relocation, and adjustment work. Failure to complete such facilities abandonment, relocation and adjustment by the above dates, or any City allowed extension, shall be considered a breach of this Agreement. Nothing herein shall be construed to limit the City's other legal and equitable remedies for such breach, which are specifically preserved.

f. All areas within the public right-of-way affected by abandonment, relocation and adjustment of CenturyLink's facilities shall be restored by CenturyLink to a state suitable for road construction. All areas within the Public Utility Easement affected by abandonment, relocation and adjustment shall be restored to now existing condition and grade. Costs for such restoration are included in the total cost of relocation set forth in subparagraph 3(b) above or if not so included shall be at CenturyLink's cost.

g. All materials, supplies, vehicles and equipment used in the abandonment, relocation and adjustment work shall be used, stationed and stored in such a way that no interference with the Project will occur.

h. CenturyLink shall ensure compliance with the provisions of this Agreement by any and all persons or entities performing any work in accordance with this Agreement, and such provisions shall be binding on such persons and entities.

4. Conveyance of CenturyLink Easements to the City; Vacation. CenturyLink hereby conveys to the City of Cedar Falls, Iowa, and hereby vacates, abandons, releases and terminates all of the easement rights and any other related rights granted to CenturyLink, including those granted to CenturyLink's predecessors in interest, as follows:

a. Segment 1. That part of a CenturyLink easement commencing north of the intersection of Cedar Heights Drive and Greenhill Road, and extending southward through the intersection and continuing southward on the east side of Cedar Heights Drive to the South line of the SE Quarter of the NW Quarter

of Section 29 Township 89 Range 13, as generally depicted as a red broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit D (Segment 1), which is incorporated herein by this reference, and includes the following grants:

| Grantor(s) | Date of Grant | Black Hawk County, Iowa | Date of Recording |
|---------------------|----------------|--------------------------|-------------------|
| | | Recorder's Office Doc. # | |
| Ruth Glenn Whittle | April 18, 1966 | Book 165, Page 273 | May 4, 1966 |
| Aaron Miller | | | |
| John G. Miller, Jr. | May 4, 1966 | Book 165, Page 272 | May 4, 1966 |

c. Segment 2. That part of a CenturyLink easement commencing at the South line of the SE Quarter of the NW Quarter of Section 29 Township 89 Range 13 and on the east side of Cedar Heights Drive, as generally depicted as a yellow broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit E (Segment 2), which is incorporated herein by this reference.

d. Segment 3. That part of a CenturyLink easement commencing at or near the intersection of Cedar Heights Drive and Greenhill Road and extending generally south on the west side of Cedar Heights Drive, as generally depicted as a green broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit F (Segment 3), which is incorporated herein by this reference;

and also,

That part of a CenturyLink easement extending through and across the right-of-way of Cedar Hills Road, as also generally depicted as a green broken line in Exhibit A attached, and as legally described and as shown in the surveying plat attached as Exhibit G (Segment 3), which is incorporated herein by this reference.

e. If not already described herein, all CenturyLink Easements within the Project Area.

f. Because the precise location of some of CenturyLink's easements within the Project Area is based upon the location of first laid lines, determining the metes and bounds of CenturyLink's easements has proven difficult. The parties have made good faith attempts to ascertain the metes and bounds of CenturyLink's easements using locating equipment. The parties agree that the descriptions herein accurately and completely describe the area of CenturyLink's easements in order to effect a conveyance and vacation of Segment 1, Segment 2, and Segment 3 of CenturyLink's easements within the Project Area, and hereby waive any inaccuracy or irregularity in same.

The City hereby accepts all conveyances described in this Agreement.

5. Future Relocation. In the event that the City deems it necessary that CenturyLink's facilities that were required to be relocated or adjusted within the Project Area be relocated or adjusted in the future, including those facilities that now will be located in the Public Utility Easement, the City agrees to pay for the reasonable cost of such relocation(s) or adjustment(s). CenturyLink shall provide the City with

documentation of its estimated costs for such future relocation or adjustment in a separate agreement in advance of such relocation or adjustment. That agreement shall govern the payment and coordination of such relocation or adjustment. Future relocation or adjustment of CenturyLink facilities within the Project Area that were relocated or adjusted as part of the Project for any reason other than the City deeming future relocation or adjustment necessary shall be at CenturyLink's cost. This Paragraph shall not apply to any CenturyLink facilities not relocated or adjusted as part of the Project or any CenturyLink facilities not already installed at the time of completion of the Project.

6. No Additional Compensation. No further or additional compensation or damages whatsoever shall be paid by the City to or for CenturyLink for abandonment, relocation or adjustment of CenturyLink's facilities or for conveyance/vacation of CenturyLink Easements within the Project Area, which are hereby fully and completely waived and released, except as specifically set forth herein.

7. Notice of Relocation. CenturyLink hereby acknowledges proper and sufficient notice by the City of the requirement to abandon, relocate and adjust utility services within the Project Area, and waives any irregularity or deficiency in the same.

8. Vacation of Right-of-Way. As long as CenturyLink remains in compliance with this Agreement, the City shall not, by ordinance or otherwise, vacate the Public Utility Easement or the public right-of-way within the Project Area, without preserving such rights as may be necessary to allow CenturyLink the continued use of the CenturyLink facilities in accordance with the terms of this Agreement, provided, however, that nothing in this Section shall in any way limit the City to require CenturyLink to relocate the CenturyLink facilities elsewhere with the public right-of-way in accordance with this Agreement.

9. Public Right-of-Way. Nothing contained in this Agreement shall be construed to limit or restrict in any way the City's right to use the public right-of-way, grant permission for other entities to use the public right-of-way, or to control or manage the public right-of-way. Further, nothing in this Agreement shall be construed to create any property interest or right in CenturyLink to occupy space within the public right-of-way.

10. Governing Body. This Agreement shall not be effective until or unless approved by the City Council of the City of Cedar Falls, Iowa.

11. Successors and Assigns. This Agreement is binding upon the parties and their respective assigns, transferees and successors.

12. No Third-Party Claim. Nothing contained in this Agreement shall be construed to create any claims or rights on the part of any person or entity not a party to this Agreement.

13. Integration; Amendment. This Agreement, including Exhibits, constitutes the entire understanding and agreement of the parties and supersedes any previous understandings between the parties with respect to the matters addressed herein, and no amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by authorized representatives of the parties.

14. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa.

15. Forum. All matters relating to the construction and performance of this Agreement shall be litigated only in the state or federal courts of the State of Iowa, and in particular the Iowa District Court in and for Black Hawk County or the US District Court in and for the Northern District of Iowa, Cedar Rapids Division.

16. Counterparts. This Agreement may be executed in one or more facsimile counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

17. Non-assignable. The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.

18. Nondiscrimination. CenturyLink agrees that it will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification. CenturyLink shall inform all contractors, subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

19. Severability. In the event a court of competent jurisdiction shall adjudge any provision of this Agreement invalid or illegal, such invalidity or illegality shall in not in any way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement shall continue in full force and effect, as if said provision had not been so adjudged invalid or illegal, or shall at the City's option, cause termination of this Agreement.

20. Notice. Any notices given pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed or sent by ordinary mail to:

| | |
|-------------------------------------|--|
| City: | CenturyLink: |
| David Wicke, PE | Brent Giese |
| City Engineer | Engineer II |
| 319-268-5162 | 563-35-2592 |
| 220 Clay St., Cedar Falls, IA 50613 | 3908 Utica Ridge Rd., Bettendorf, IA 52722 |

IN WITNESS WHEREOF, the parties have executed this Relocation and Easement Agreement as of the effective date listed above.

Qwest Corporation d/b/a CenturyLink QC

By: [Signature]
Name: Danitt Kennedy
Title: Sr Mgr

State of Colorado

) ss:

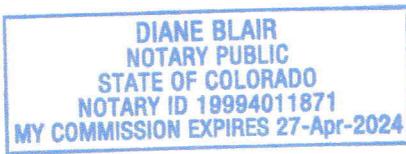
County of Broomfield

This record was acknowledged before me on the 24 day of Feb, 2024, by Darett Kennedy as Senior Manager of Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation.

Diane Blair

Notary Public in and for the State of Colorado

My Commission Expires: 27 Apr 2024



CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)

) ss:

BLACK HAWK COUNTY)

This record was acknowledged before me on the ____ day of _____, 2020, by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Greenhill Dr

E Greenhill Rd

Green Creek Rd

Chadwick Rd

Cedar Hill Rd

Millenium Dr

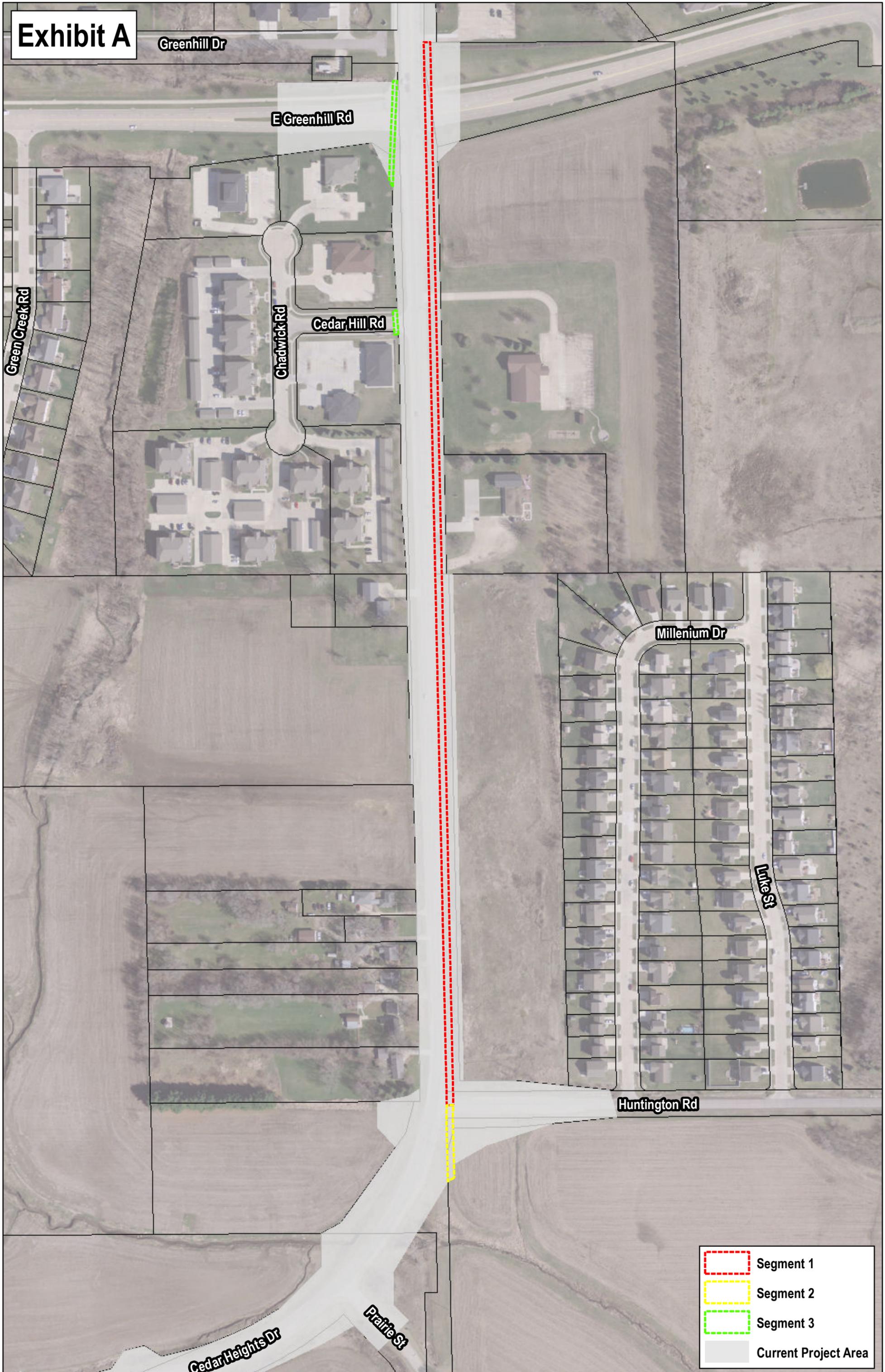
Luke St

Huntington Rd

Cedar Heights Dr

Prairie St

- Segment 1
- Segment 2
- Segment 3
- Current Project Area

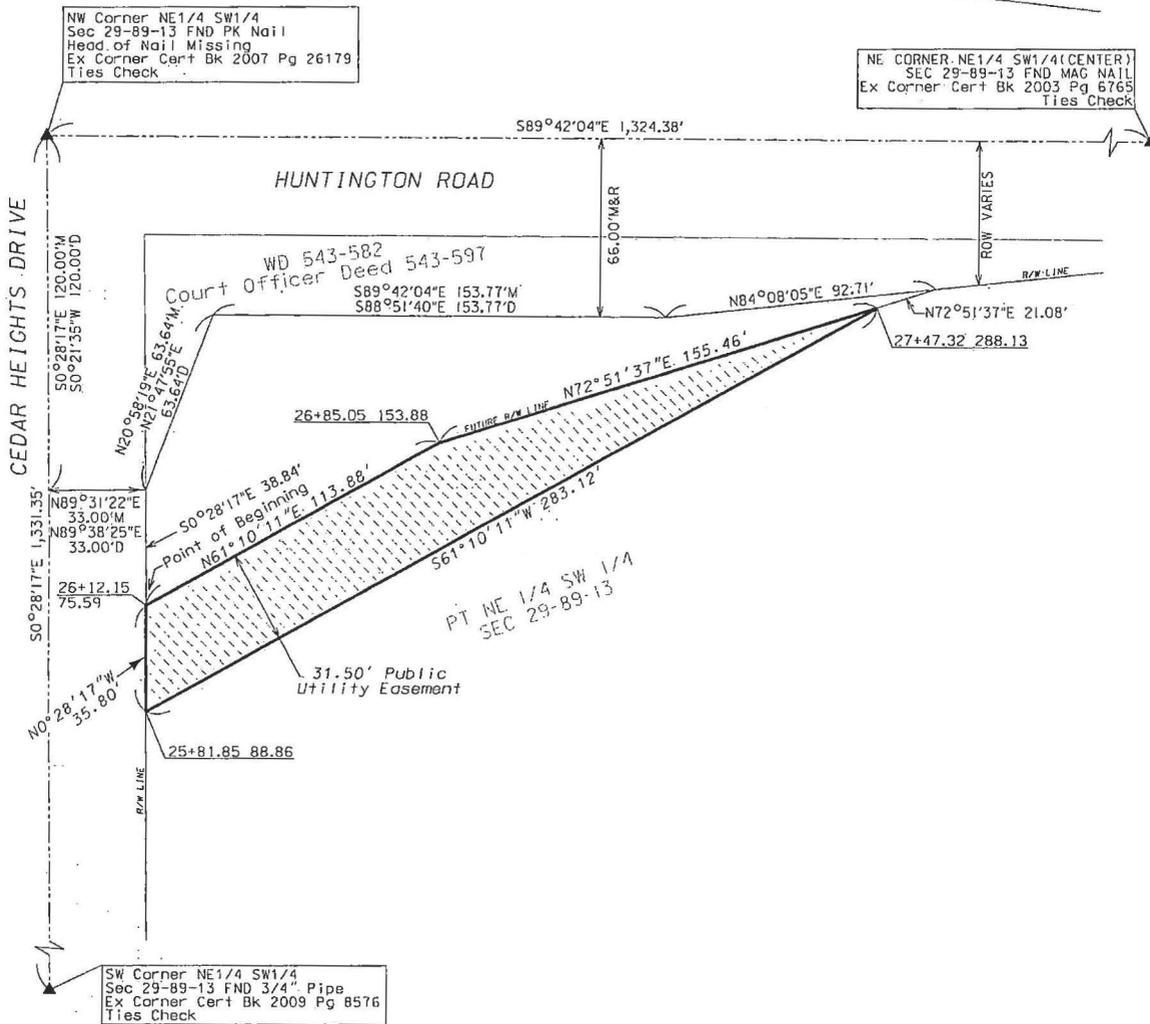


IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT

Exhibit B

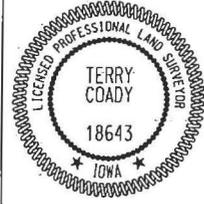
COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STBG-SWAP-11850--SG-07 PARCEL NO. 35
SECTION 29 TOWNSHIP 89 RANGE 13
ROW-FEE _____ S.F. EASE 0.14 AC 6,253 S.F. EXCESS-FEE _____ S.F.
ACCESS RIGHTS ACQUIRED STA _____ - STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED STA _____ - STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM SLR FARMS LLC

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY EASEMENT



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

Terry Coady 7-13-2020
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2021
Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND AS NOTED
- SET 1/2" REBAR YELLOW PLASTIC CAP #18643

DATE REVISED _____
DATE DRAWN JULY 13, 2020 SCALE 1" = 50'

PUBLIC UTILITY EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE SOUTH 0°28'17" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 120.00 FEET; THENCE NORTH 89°31'22" EAST, 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE SOUTH 0°28'17" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 38.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°10'11" EAST, 113.88 FEET; THENCE NORTH 72°51'37" EAST, 155.46 FEET; THENCE SOUTH 61°10'11" WEST, 283.12 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 0°28'17" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 35.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 AC. (6,253 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT C

CenturyLink Relocation Cost Estimate
Cedar Heights Drive Reconstruction Project

\$ 16,369.14 Material
\$ 133,701.35 Labor
\$ 150,070.49 Total Cost

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NW 1/4
Section 29, Township 89N, Range 13W
REQUESTED BY:
CITY OF CEDAR FALLS

AREA ABOVE RESERVED FOR COUNTY RECORDER

EXHIBIT D

VACATION EASEMENT DESCRIPTION

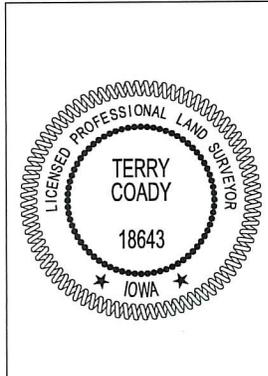
ALL OF AN EXISTING RIGHT-OF-WAY PERMIT RECORDED IN BOOK 165, PAGE 273 IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND ALL OF AN EXISTING RIGHT-OF-WAY PERMIT RECORDED IN BOOK 165, PAGE 272 IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL BEING IN SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

BASIS OF BEARING

THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29-89-13 WAS ASSUMED TO BEAR NORTH 00°27'25" WEST.

LEGEND

| Survey | Found | Set |
|---|-------|-----|
| Section Corner | ▲ | △ |
| 1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted) | ● | ○ |
| ROW Rail | ≡ | |
| Calculated Point | + | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Centerline | ----- | |
| Section Line | ===== | |
| 1/4 Section Line | ===== | |
| 1/4 1/4 Section Line | ===== | |
| Easement Line | ----- | |



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

Terry Coady 12-7-2020
Terry Coady, PLS Date

License Number 18643
My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

CENTURY LINK

SHEET 1 OF 2

VACATION OF EXISTING EASEMENT - SEGMENT 1

PN: 1190263.08

FLD BK: PG:

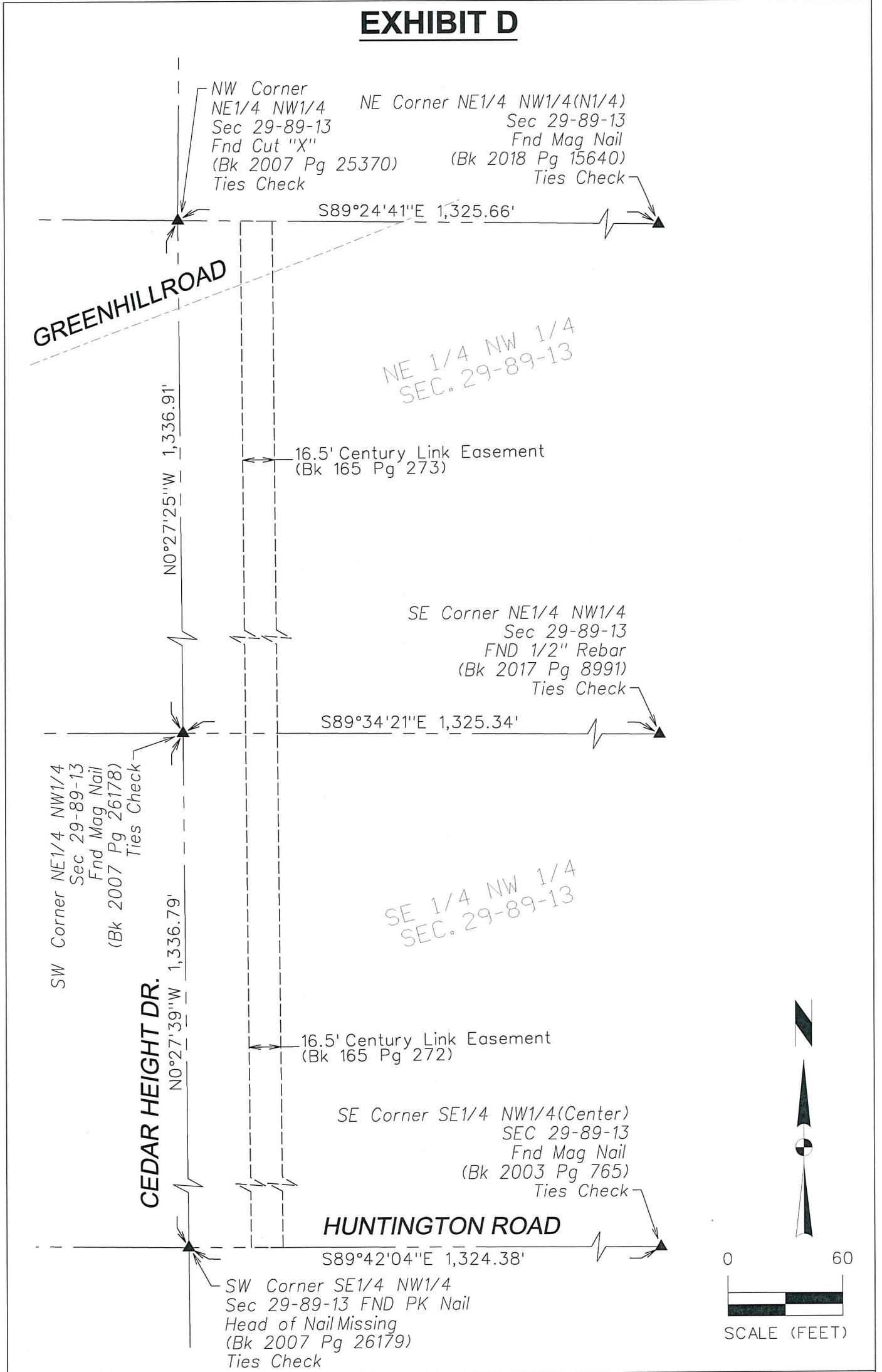


2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

DATE: 12/02/20

PM/TECH: TLC/JDP

EXHIBIT D



CENTURY LINK

VACATION OF EXISTING EASEMENT - SEGMENT 1



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

| | |
|----------|------------|
| SHEET | 2 OF 2 |
| PN: | 1190263.08 |
| FLD BK: | PG: |
| DATE: | 12/02/20 |
| PM/TECH: | TLC/JDP |

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NE 1/4 SW 1/4
SECTION 29, TOWNSHIP 89N, RANGE 13W
REQUESTED BY:
CITY OF CEDAR FALLS

AREA ABOVE RESERVED FOR COUNTY RECORDER

EXHIBIT E

VACATION EASEMENT DESCRIPTION:

A PART OF AN EXISTING RIGHT-OF-WAY PERMIT RECORDED IN BOOK 164, PAGE 518 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

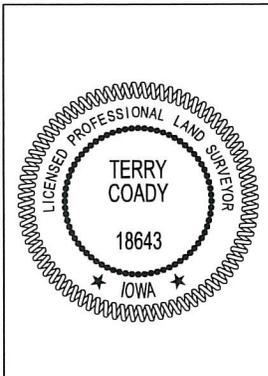
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE SOUTH 89°42'04" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 38.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°42'04" EAST ALONG SAID NORTH LINE, 16.64 FEET; THENCE SOUTH 07°07'46" EAST, 9.65 FEET; THENCE SOUTH 02°59'02" WEST, 110.25 FEET; THENCE SOUTH 00°28'17" EAST, 65.36 FEET; THENCE SOUTH 61°10'11" WEST, 18.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE NORTH 00°28'17" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 74.77 FEET; THENCE NORTH 02°59'02" EAST, 109.28 FEET; THENCE NORTH 07°07'46" WEST, 10.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,132 S.F.).

BASIS OF BEARING

THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29-89-13 WAS ASSUMED TO BEAR SOUTH 00°28'17" EAST.

LEGEND

| Survey | Found | Set |
|---|-------|-----|
| Section Corner | ▲ | △ |
| 1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted) | ● | ○ |
| ROW Rail | I | |
| Calculated Point | + | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Centerline | ----- | |
| Section Line | ===== | |
| 1/4 Section Line | ===== | |
| 1/4 1/4 Section Line | ----- | |
| Easement Line | ----- | |



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Terry Coady 12-17-2020
Terry Coady, PLS Date
License Number 18643
My License Renewal Date is December 31, 2021
Pages or sheets covered by this seal:

CENTURY LINK

REVISED 2020-12-16

SHEET 1 OF 2

VACATION OF EXISTING EASEMENT - SEGMENT 2

PN: 1190263.08

FLD BK: PG:

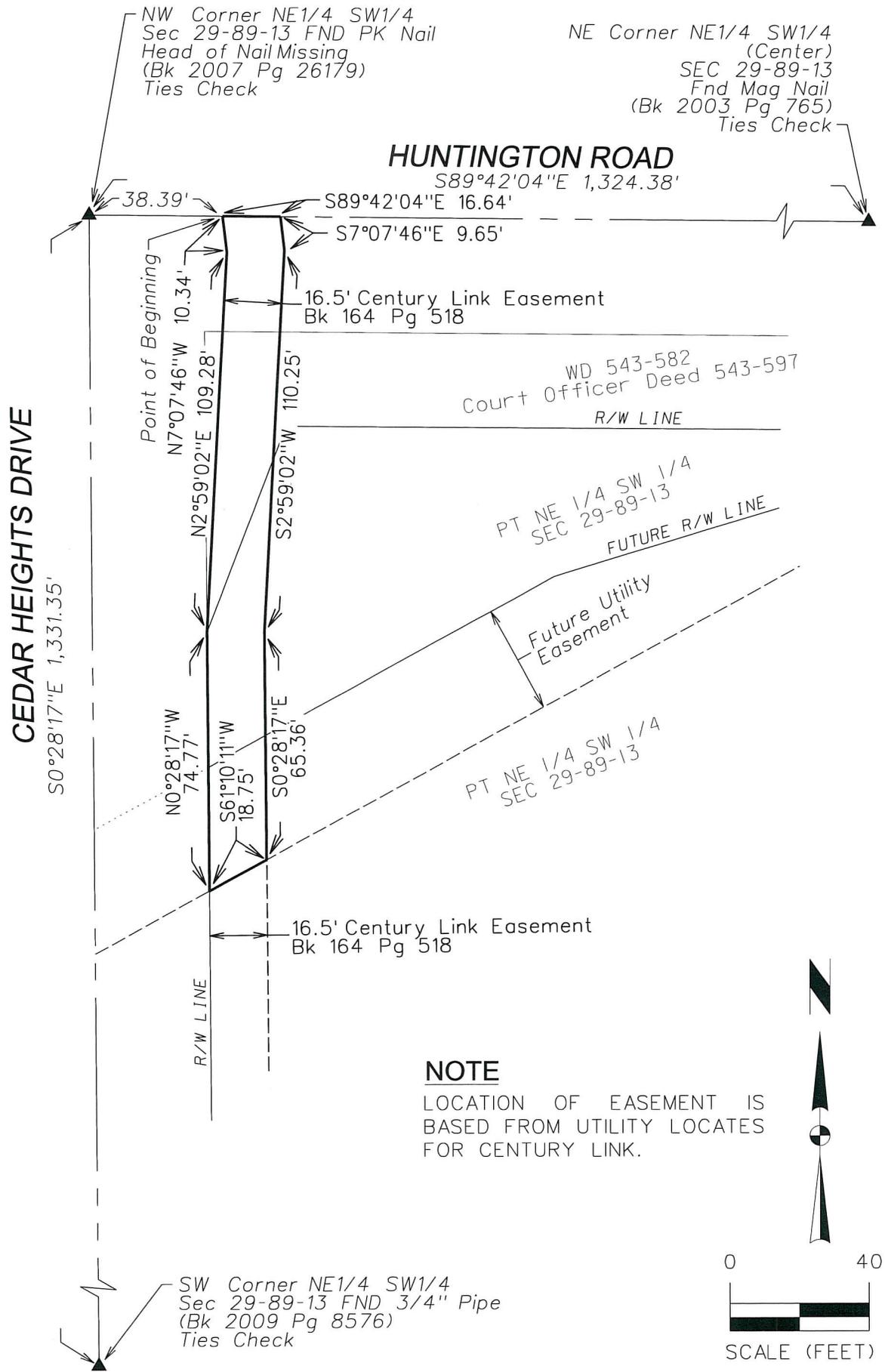
DATE: 12/02/20

PM/TECH: TLC/JDP



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

EXHIBIT E



CENTURY LINK

REVISED 2020-12-16

SHEET 2 OF 2

VACATION OF EXISTING EASEMENT - SEGMENT 2

PN: 1190263.08

FLD BK: PG:

DATE: 12/02/20

PM/TECH: TLC/JDP



2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT LOT 1, CEDAR HILLS ESTATES
PT NW 1/4 NW 1/4
SECTION 29, TOWNSHIP 89N, RANGE 13W
REQUESTED BY:
CITY OF CEDAR FALLS

AREA ABOVE RESERVED FOR COUNTY RECORDER

EXHIBIT F

VACATION EASEMENT DESCRIPTION:

A PART OF AN EXISTING EASEMENT RECORDED IN BOOK 11, PAGE 597 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., AND AS SHOWN BEING A PART OF LOT 1, CEDAR HILLS ESTATES, AN OFFICIAL PLAT ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

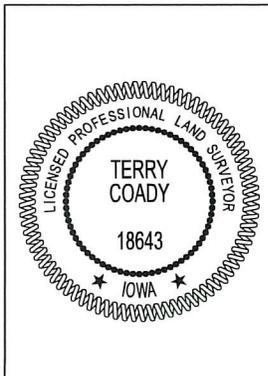
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE NORTH 89°25'01" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, A DISTANCE OF 33.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°27'25" EAST, 63.37 FEET; THENCE SOUTH 05°31'40" WEST ALONG THE WEST LINE OF A RIGHT-OF-WAY PLAT AS RECORDED IN BOOK 543, PAGE 595 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, 201.10 FEET; THENCE SOUTH 02°36'52" WEST CONTINUING ALONG SAID WEST LINE, 126.86 FEET TO A CORNER ON THE EAST LIBE OF SAID LOT 1; THENCE NORTH 17°36'41" WEST, 28.92 FEET; THENCE NORTH 02°36'52" EAST, 99.97 FEET; THENCE NORTH 05°31'40" EAST, 200.83 FEET; THENCE NORTH 00°27'25" WEST, 63.03 FEET TO SAID NORTH LINE; THENCE SOUTH 89°25'01" EAST ALONG SAID NORTH LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (3,776 S.F.).

BASIS OF BEARING

THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29-89-13 WAS ASSUMED TO BEAR NORTH 00°27'25" WEST.

LEGEND

| Survey | Found | Set |
|---|-------|-----|
| Section Corner | ▲ | △ |
| 1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted) | ● | ○ |
| ROW Rail | ⚡ | |
| Calculated Point | + | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Centerline | ----- | |
| Section Line | _____ | |
| 1/4 Section Line | _____ | |
| 1/4 1/4 Section Line | _____ | |
| Easement Line | ----- | |



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Terry Coady 12-17-2020
Terry Coady, PLS Date
License Number 18643
My License Renewal Date is December 31, 2021
Pages or sheets covered by this seal:

CENTURY LINK

REVISED 12/16/20

SHEET 1 OF 2

VACATION OF EXISTING EASEMENT - SEGMENT 3

PN: 1190263.08

FLD BK: PG:

DATE:

PM/TECH: TLC/JDP



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 TERRY COADY
 SNYDER & ASSOCIATES, INC.
 2727 SW SNYDER BOULEVARD
 ANKENY, IOWA 50023
 515-964-2020
 TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
 PT CEDAR HILLS ROAD
 CEDAR HILLS ESTATES
 PT NW 1/4 NW 1/4
 SECTION 29, TOWNSHIP 89N, RANGE 13W

REQUESTED BY:
 CITY OF CEDAR FALLS

AREA ABOVE RESERVED FOR COUNTY RECORDER

EXHIBIT G

VACATION EASEMENT DESCRIPTION:

A PART OF AN EXISTING EASEMENT RECORDED IN BOOK 11, PAGE 597 LOCATED IN THAT PART OF CEDAR HILLS ROAD RIGHT-OF-WAY IN CEDAR HILLS ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

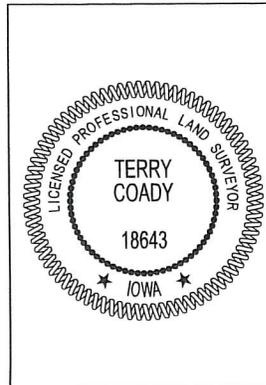
BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID CEDAR HILLS ESTATES; THENCE SOUTH 03°13'27" EAST, 60.10 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID CEDAR HILLS ESTATES; THENCE SOUTH 89°31'47" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 10.01 FEET; THENCE NORTH 03°13'27" WEST, 60.10 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 89°33'32" EAST ALONG SAID SOUTH LINE, 10.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (601 S.F.).

BASIS OF BEARING

THE NORTH LINE OF LOT 6, CEDAR HILLS ESTATES WAS ASSUMED TO BEAR SOUTH 89°31'47" WEST.

LEGEND

| Survey | Found | Set |
|---|-------|-----|
| Section Corner | ▲ | △ |
| 1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted) | ● | ○ |
| ROW Rail | I | |
| Calculated Point | + | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Centerline | ----- | |
| Section Line | _____ | |
| 1/4 Section Line | _____ | |
| 1/4 1/4 Section Line | _____ | |
| Easement Line | ----- | |



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

Terry Coady 12-17-2020
 Terry Coady, PLS Date

License Number 18643

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

CENTURY LINK

VACATION OF EXISTING EASEMENT - SEGMENT 3



2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

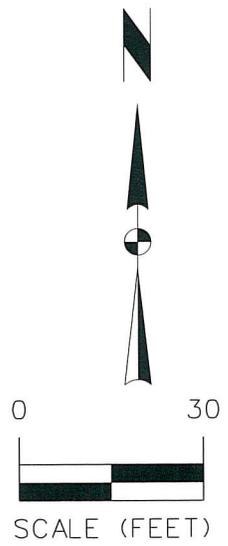
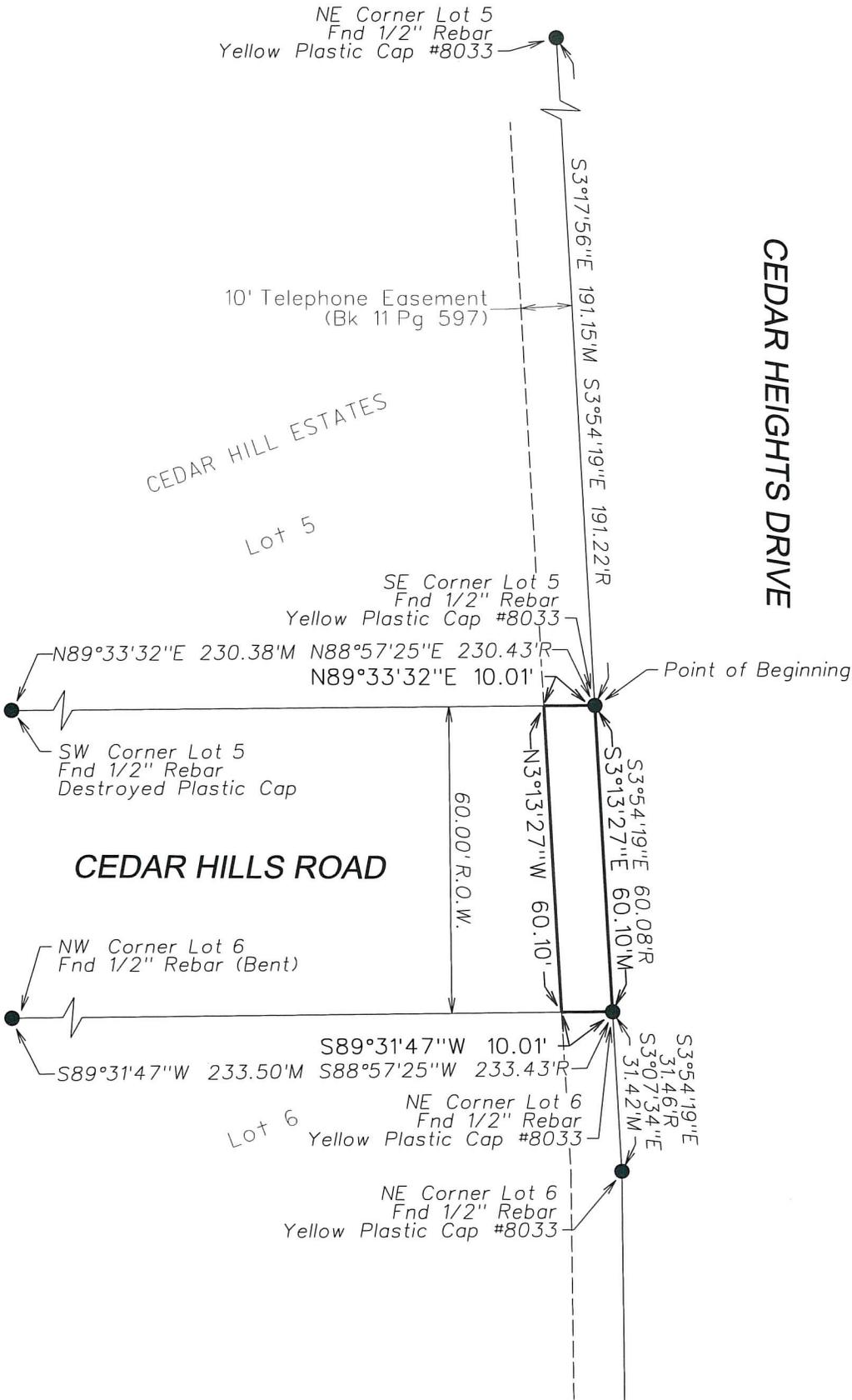
PN: 1190263.08

FLD BK: PG:

DATE: 12/16/20

PM/TECH: TLC/JDP

EXHIBIT G



CENTURY LINK
VACATION OF EXISTING EASEMENT - SEGMENT 3

| | |
|----------|------------|
| SHEET | 2 OF 2 |
| PN: | 1190263.08 |
| FLD BK: | PG: |
| DATE: | 12/16/20 |
| PM/TECH: | TLC/JDP |



2727 S.W. SNYDER BLVD.
 ANKENY, IA 50023 (515) 964-2020



DEPARTMENT OF PUBLIC WORKS

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 Robert Green and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: February 25, 2021

SUBJECT: 2021 Street Construction Project
 Project No. RC-000-3227
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Street Construction Project.

We recommend setting Monday, March 15, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, March 23, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by March 5, 2021. The Plans and Specifications will be ready for distribution to contractors on March 5, 2021 allowing three (3) weeks of review before contract letting.

This project involves the construction of portions of fourteen (14) City streets totaling 2.63 miles. Work will include 15,770 SY removal and replacement of the existing pavement; 8,891 SY removal of HMA surfacing and milling; 5372 ton HMA overlays; 1,696 LF of PCC Curb and Gutter; subgrade preparation; 2,195 LF of various sized storm sewer; 23 new storm sewer intakes; 207 LF of sanitary sewer replacement; sanitary sewer services; 2,560 LF of 4" 6" and 8" water main relocation; 4,040 LF of subdrain installation; replacement of driveway approaches and pedestrian ramps. In addition, the project requires intake modifications, installation of signage and associated posts and striping.

The total estimated cost for the construction of this project is \$4,345,182.75. The project will be funded by Local Option Sales Tax, Street Construction Fund, GO 2020, Sanitary Sewer Rental Fund and Cedar Falls Utilities funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, City Engineer
 Chase Schrage, Director of Public Works

2021 STREET CONSTRUCTION PROJECT

P.C.C. PAVING / SUBDRAINAGE

CITY PROJECT NO. RC - 000 - 3227

FINAL ESTIMATE OF COSTS

AND QUANTITIES

FEBRUARY 25, 2021

Item 36.

| ITEM NO. | ITEM CODE | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | TOTAL COST | |
|-------------------------------------|---------------|--|------|--------------|----------|-----------------------|------------|
| 1 | 2010-108-C-0 | CLEARING AND GRUBBING | L.S. | \$3,500.00 | 1 | \$3,500.00 | |
| 2 | 2010-108-D-3 | OFF-SITE TOPSOIL | C.Y. | \$20.00 | 1117 | \$22,340.00 | |
| 3 | 2010-108-E-0 | EXCAVATION, CLASS 10, ROADWAY, WASTE | C.Y. | \$15.00 | 5488 | \$82,320.00 | |
| 4 | 2010-108-E-0 | EXCAVATION, CLASS 12, BOULDERS | C.Y. | \$30.00 | 25 | \$750.00 | |
| 5 | 2010-108-F-0 | BELOW GRADE EXCAVATION (CORE OUT) | C.Y. | \$9.00 | 520 | \$4,680.00 | |
| 6 | 2010-108-G-0 | SUBGRADE PREPARATION | STA. | \$250.00 | 33 | \$8,250.00 | |
| 7 | 2010-108-H-0 | SUBGRADE TREATMENT, GEOGRID TENSAR TX-160 | S.Y. | \$3.50 | 8707 | \$30,474.50 | |
| 8 | 2010-108-I-0 | SUBBASE, MODIFIED, 6 IN. | S.Y. | \$10.00 | 2253 | \$22,530.00 | |
| 9 | 2010-108-I-0 | SUBBASE, MODIFIED, 12 IN. | S.Y. | \$20.00 | 15568 | \$311,360.00 | |
| 10 | 3010-108-D-0 | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL | TONS | \$25.00 | 3210 | \$80,250.00 | |
| 11 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE | L.F. | \$80.00 | 130 | \$10,400.00 | |
| 12 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE | L.F. | \$100.00 | 72 | \$7,200.00 | |
| 13 | 4010-108-E-0 | SANITARY SEWER SERVICE STUB, 4" SDR 23.5 | L.F. | \$100.00 | 5 | \$500.00 | |
| 14 | 4010-108-H-1 | REMOVAL SANITARY SEWER | L.F. | \$5.00 | 202 | \$1,010.00 | |
| 15 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. HDPE | L.F. | \$60.00 | 1106 | \$66,360.00 | |
| 16 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. RCP, 2000D | L.F. | \$65.00 | 276 | \$17,940.00 | |
| 17 | 4020-108-A-1 | STORM SEWER, TRENCHED, 18 IN. HDPE | L.F. | \$70.00 | 175 | \$12,250.00 | |
| 18 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. HDPE | L.F. | \$75.00 | 289 | \$21,675.00 | |
| 19 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D | L.F. | \$80.00 | 28 | \$2,240.00 | |
| 20 | 4020-108-A-1 | STORM SEWER, TRENCHED, 30 IN. HDPE | L.F. | \$100.00 | 78 | \$7,800.00 | |
| 21 | 4020-108-A-1 | STORM SEWER, TRENCHED, 36 IN. HDPE | L.F. | \$120.00 | 243 | \$29,160.00 | |
| 22 | 4020-211 | SPECIAL PIPE CONNECTIONS, SW-211 | EACH | \$500.00 | 2 | \$1,000.00 | |
| 23 | 4020-108-D-1 | REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | L.F. | \$15.00 | 4796 | \$71,940.00 | |
| 24 | 4040-108-A-0 | SUBDRAIN, PERFORATED, 6 IN. | L.F. | \$12.00 | 4040 | \$48,480.00 | |
| 25 | 4040-108-D-0 | SUBDRAIN, OUTLET, 6 IN. C.M.P. | EACH | \$400.00 | 22 | \$8,800.00 | |
| 26 | 4040-108-D-0 | SUBDRAIN, SUMP PUMP TAP | EACH | \$400.00 | 45 | \$18,000.00 | |
| 27 | 4040-108-A-0 | FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR | L.F. | \$25.00 | 40 | \$1,000.00 | |
| 28 | 5010-108-A-1 | WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | \$60.00 | 60 | \$3,600.00 | |
| 29 | 5010-108-A-1 | WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | \$65.00 | 40 | \$2,600.00 | |
| 30 | 5010-108-A-1 | WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | \$70.00 | 2460 | \$172,200.00 | |
| 31 | 5010-108-C-2 | FITTINGS, DUCTILE IRON | LBS. | \$15.00 | 5200 | \$78,000.00 | |
| 32 | 5010-108-D-0 | SERVICE SHORTSIDE, 3/4" | EACH | \$1,250.00 | 22 | \$27,500.00 | |
| 33 | 5010-108-D-0 | SERVICE, LONGSIDE, 3/4" | EACH | \$2,600.00 | 13 | \$33,800.00 | |
| 34 | 5010-108-D-0 | SERVICE, SHORTSIDE, 2" | EACH | \$2,500.00 | 1 | \$2,500.00 | |
| 35 | 5010-108-D-0 | SERVICE, LONGSIDE, 2" | EACH | \$3,000.00 | 1 | \$3,000.00 | |
| 36 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 4" | EACH | \$125.00 | 12 | \$1,500.00 | |
| 37 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 6" | EACH | \$150.00 | 12 | \$1,800.00 | |
| 38 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 8" | EACH | \$175.00 | 24 | \$4,200.00 | |
| 39 | 5010-XX-2 | JOINT RESTRAINT GASKET, 6" | EACH | \$225.00 | 4 | \$900.00 | |
| 40 | 5010-XX-2 | JOINT RESTRAINT GASKET, 8" | EACH | \$250.00 | 37 | \$9,250.00 | |
| 41 | 5010-XX-3 | 8" NITRILE GASKETS | EACH | \$175.00 | 66 | \$11,550.00 | |
| 42 | 5020-108-A-0 | VALVE, 8" MJ GATE W/ BOX | EACH | \$2,200.00 | 15 | \$33,000.00 | |
| 43 | 5020-108-C-0 | FIRE HYDRANT ASSEMBLY | EACH | \$5,000.00 | 6 | \$30,000.00 | |
| 44 | 5020-108-E-0 | VALVE BOX ADJUSTMENT | EACH | \$500.00 | 1 | \$500.00 | |
| 45 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 48" DIA. | EACH | \$4,000.00 | 3 | \$12,000.00 | |
| 46 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 60" DIA. | EACH | \$4,500.00 | 1 | \$4,500.00 | |
| 47 | 6010-108-A-0 | MANHOLE, SANITARY SEWER, SW-301, 48" DIA. | EACH | \$6,000.00 | 2 | \$12,000.00 | |
| 48 | 6010-108-B-0 | INTAKE, SW-507 | EACH | \$5,600.00 | 1 | \$5,600.00 | |
| 49 | 6010-108-B-0 | INTAKE, SW-508 | EACH | \$6,500.00 | 1 | \$6,500.00 | |
| 50 | 6010-108-B-0 | INTAKE, SW-510 | EACH | \$10,000.00 | 1 | \$10,000.00 | |
| 51 | 6010-108-B-0 | INTAKE, TYPE D | EACH | \$5,800.00 | 19 | \$110,200.00 | |
| 52 | 6010-108-B-0 | INTAKE, TYPE C TOP & INSERT | EACH | \$3,200.00 | 5 | \$16,000.00 | |
| 53 | 6010-108-B-0 | INTAKE, SINGLE FLAT INSERT | EACH | \$2,200.00 | 2 | \$4,400.00 | |
| 54 | 6010-108-B-0 | INTAKE, DOUBLE FLAT INSERT | EACH | \$3,200.00 | 1 | \$3,200.00 | |
| 55 | 6010-108-B-0 | INTAKE, TYPE B INSERT | EACH | \$2,000.00 | 5 | \$10,000.00 | |
| 56 | 6010-108-B-0 | INTAKE, TYPE D INSERT | EACH | \$2,600.00 | 9 | \$23,400.00 | |
| 57 | 6010-108-B-0 | INTAKE, RA-3 TOP & INSERT | EACH | \$3,200.00 | 2 | \$6,400.00 | |
| 58 | 6010-108-B-0 | INTAKE, RA-5 TOP & INSERT | EACH | \$3,700.00 | 8 | \$29,600.00 | |
| 59 | 6010-108-E-0 | MANHOLE, ADJUSTMENT, MINOR | EACH | \$1,500.00 | 35 | \$52,500.00 | |
| 60 | 6010-108-F-0 | MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE) | EACH | \$2,500.00 | 14 | \$35,000.00 | |
| 61 | 6010-108-H-0 | REMOVAL OF STORM MANHOLES AND INTAKES | EACH | \$1,000.00 | 46 | \$46,000.00 | |
| 62 | 6010-108-H-0 | REMOVAL OF SANITARY MANHOLES | EACH | \$1,500.00 | 2 | \$3,000.00 | |
| 63 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C" | S.Y. | \$50.00 | 10613 | \$530,650.00 | |
| 64 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C" | S.Y. | \$65.00 | 5178 | \$336,570.00 | |
| 65 | 7010-108-E-0 | CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III | L.F. | \$50.00 | 515 | \$25,750.00 | |
| 66 | 7010-108-E-0 | CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III | L.F. | \$25.00 | 1105 | \$27,625.00 | |
| 67 | 7010-108-E-0 | CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III | L.F. | \$60.00 | 76 | \$4,560.00 | |
| 68 | 7010-XX-1 | 3000 LB, PCC MIX | C.Y. | \$520.00 | 7 | \$3,640.00 | |
| 69 | 7020-108-A-0 | HMA, (ST), SURF., 1/2", PG58-28S | TON | \$120.00 | 2686 | \$322,320.00 | |
| 70 | 7020-108-A-0 | HMA, (ST), BASE, 3/4", PG58-28S | TON | \$120.00 | 2686 | \$322,320.00 | |
| 71 | 7030-108-A-0 | REMOVAL OF DRIVEWAY | S.Y. | \$9.00 | 769 | \$6,921.00 | |
| 72 | 7030-108-A-0 | REMOVAL OF SIDEWALK | S.Y. | \$9.00 | 1131 | \$10,179.00 | |
| 73 | 7030-108-E-0 | SIDEWALK, P.C.C., 4 IN., CLASS "C" | S.Y. | \$45.00 | 1122 | \$50,490.00 | |
| 74 | 7030-108-E-0 | SIDEWALK, P.C.C., 6 IN., CLASS "C" | S.Y. | \$60.00 | 281 | \$16,860.00 | |
| 75 | 7030-108-G-0 | DETECTABLE WARNINGS | S.F. | \$50.00 | 482 | \$24,100.00 | |
| 76 | 7030-108-H-0 | DRIVEWAY, P.C.C., 6 IN., CLASS "C" | S.Y. | \$50.00 | 644 | \$32,200.00 | |
| 77 | 7030-108-H-2 | GRANULAR SURFACING, 1-INCH ROADSTONE | TONS | \$35.00 | 310 | \$10,850.00 | |
| 78 | 7040-108-A-0 | PATCH, P.C.C., FULL DEPTH, "M" MIX | S.Y. | \$300.00 | 34 | \$10,200.00 | |
| 79 | 7040-108-C-0 | PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S | TONS | \$200.00 | 20 | \$4,000.00 | |
| 80 | 7040-108-G-0 | MILLING | S.Y. | \$37.75 | 4674 | \$176,443.50 | |
| 81 | 7040-108-H-0 | PAVEMENT REMOVAL, PCC | S.Y. | \$7.00 | 15770 | \$110,390.00 | |
| 82 | 7040-108-H-0 | PAVEMENT REMOVAL, ACC | S.Y. | \$7.00 | 8891 | \$62,237.00 | |
| 83 | 7040-108-I-0 | CURB AND GUTTER REMOVAL | L.F. | \$12.00 | 1619 | \$19,428.00 | |
| 84 | 8010 | REMOVAL OF TRAFFIC SIGNALIZATION | LS | \$10,000.00 | 1 | \$10,000.00 | |
| 85 | 8020-108-B-0 | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE | STA. | \$45.00 | 44 | \$1,980.00 | |
| 86 | 8020-108-G-0 | PAINTED SYMBOLS AND LEGENDS | EACH | \$75.00 | 18 | \$1,350.00 | |
| 87 | 8020 | STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED | EACH | \$3,000.00 | 3 | \$9,000.00 | |
| 88 | 8020-XX-1 | STREET SIGNS (SIGNS, POST, & RECIEVER) | EACH | \$500.00 | 43 | \$21,500.00 | |
| 89 | 8030-108-A-0 | TEMPORARY TRAFFIC CONTROL | L.S. | \$50,000.00 | 1 | \$50,000.00 | |
| 90 | 9010-108-B-0 | SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING | S.F. | \$0.85 | 6715 | \$5,707.75 | |
| 91 | 9020-108-A-0 | SOD | S.F. | \$1.00 | 53466 | \$53,466.00 | |
| 92 | 9040-108-A-2 | STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT | LS | \$20,000.00 | 1 | \$20,000.00 | |
| 93 | 9040-108-D-1A | WATTLES, 9IN STRAW | L.F. | \$4.00 | 7008 | \$28,032.00 | |
| 94 | 9040-108-D-2A | WATTLES, MAINTENANCE AND REMOVAL | L.F. | \$0.50 | 7008 | \$3,504.00 | |
| 95 | 9040-108-T-1 | INLET PROTECTION DEVICE, INSTALLATION | EACH | \$150.00 | 85 | \$12,750.00 | |
| 96 | 9040-108-T-2 | INLET PROTECTION DEVICE, MAINTENANCE | EACH | \$50.00 | 85 | \$4,250.00 | |
| 97 | 11020-108-A-0 | MOBILIZATION | L.S. | \$300,000.00 | 1 | \$300,000.00 | |
| 98 | 11030-XX-1 | MAILBOXES, RELOCATE & REINSTALL (PER POST) | EACH | \$500.00 | 25 | \$12,500.00 | |
| 99 | 11050-108-A-0 | CONCRETE WASHOUT | LS | \$5,000.00 | 1 | \$5,000.00 | |
| TOTAL STREET RECONSTRUCTION | | | | | | \$3,895 | 389 |
| TOTAL SANITARY WORK | | | | | | \$34 | |
| TOTAL WATER MAIN REPLACEMENT | | | | | | \$415,900.00 | |
| TOTAL PROJECT ESTIMATE | | | | | | \$4,345,182.75 | |

Daily Invoices for Council Meeting 03/01/21

PREPARED 02/25/2021, 11:17:56
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 08/2021

Item 37.

| GROUP | PO | ACCTG | ---TRANSACTION--- | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE |
|-----------------------|-----|----------|-------------------|-------------|---|----------|--------------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | |
| 101-1199-441.81-03 | | | | | PROFESSIONAL SERVICES / RECORDING FEES | | |
| 1373 | | 08/21 AP | 02/18/21 | 0395505 | BLACK HAWK CO.RECORDER | 12.00 | 02/22/21 |
| | | | | | RCD:RESOLUTION #22,266 | | |
| 1373 | | 08/21 AP | 02/18/21 | 0395505 | BLACK HAWK CO.RECORDER | 22.00 | 02/22/21 |
| | | | | | RCD:STRM.WTR.MAINT.& RFR. | | |
| 1373 | | 08/21 AP | 02/18/21 | 0395505 | BLACK HAWK CO.RECORDER | 47.00 | 02/22/21 |
| | | | | | RCD:STRM.WTR.MAINT.& RFR. | | |
| | | | | | AGRMT.-MIDWEST DEV-ARBORS | | |
| | | | | | ACCOUNT TOTAL | 81.00 | 81.00 |
| | | | | | | | |
| 101-1199-441.89-13 | | | | | MISCELLANEOUS SERVICES / CONTINGENCY | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 55.54 | 02/24/21 |
| | | | | | UTILITIES THRU 02/01/21 | | |
| | | | | | ACCOUNT TOTAL | 55.54 | 55.54 |
| | | | | | | | |
| 101-1199-441.89-14 | | | | | MISCELLANEOUS SERVICES / REFUNDS | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395489 | JEREMY GOOD | 6.00 | 02/16/21 |
| | | | | | REF.-OVERPMT. PET LICENSE | | |
| | | | | | CHARGED \$13 S/B \$7 | | |
| | | | | | ACCOUNT TOTAL | 6.00 | 6.00 |
| | | | | | | | |
| 101-2205-432.88-17 | | | | | OUTSIDE AGENCIES / CEDAR FALLS BAND | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395484 | CEDAR FALLS MUNICIPAL BAND | 210.24 | 02/16/21 |
| | | | | | PROPERTY TAX PAYMENT | | |
| | | | | | ACCOUNT TOTAL | 210.24 | 210.24 |
| | | | | | | | |
| 101-2253-423.81-01 | | | | | PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | |
| 1373 | | 08/21 AP | 02/19/21 | 0395509 | OLSEN, HANK | 48.00 | 02/22/21 |
| | | | | | BASKETBALL OFFICIAL-2/19 | | |
| 1373 | | 08/21 AP | 02/19/21 | 0395508 | HUBER, AUSTIN | 48.00 | 02/22/21 |
| | | | | | BASKETBALL OFFICIAL-2/19 | | |
| | | | | | ACCOUNT TOTAL | 96.00 | 96.00 |
| | | | | | | | |
| 101-2253-423.85-01 | | | | | UTILITIES / UTILITIES | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 4,057.04 | 02/24/21 |
| | | | | | UTILITIES THRU 02/01/21 | | |
| | | | | | ACCOUNT TOTAL | 4,057.04 | 4,057.04 |
| | | | | | | | |
| 101-2253-423.85-05 | | | | | UTILITIES / POOL UTILITIES | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 780.98 | 02/24/21 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|--------------------|-----------------------|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.85-05 UTILITIES / POOL UTILITIES | | | | | | | continued | | | |
| UTILITIES THRU 02/01/21 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 780.98 | .00 | 780.98 | |
| 101-2280-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 1,020.03 | | | 02/24/21 |
| UTILITIES THRU 02/01/21 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,020.03 | .00 | 1,020.03 | |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 1,421.84 | | | 02/24/21 |
| UTILITIES THRU 02/01/21 | | | | | | | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 2,865.68 | | | 02/16/21 |
| UTILITIES THRU 01/20/21 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,287.52 | .00 | 4,287.52 | |
| 101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395528 | TONY HANSON | 5.00 | | | 02/24/21 |
| REF:DUPL.OCCUPANCY PERMIT 1011 W. 10TH STREET | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 5.00 | .00 | 5.00 | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 141.90 | | | 02/24/21 |
| UTILITIES THRU 02/01/21 | | | | | | | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 34.59 | | | 02/16/21 |
| UTILITIES THRU 01/20/21 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 176.49 | .00 | 176.49 | |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | | |
| 1360 | | 08/21 AP | | 02/02/21 | 0395496 | BELLIS, RYAN | 175.00 | | | 02/18/21 |
| RMB:OPT.EQUIP-DUTY POUCH OPTICSPLANET.COM | | | | | | | | | | |
| 1360 | | 08/21 AP | | 01/22/21 | 0395494 | ADELMUND, TRYSTON | 105.08 | | | 02/18/21 |
| RMB:OPT.EQUIP-DUTY POUCH GOVX | | | | | | | | | | |
| 1360 | | 08/21 AP | | 01/15/21 | 0395494 | ADELMUND, TRYSTON | 45.13 | | | 02/18/21 |
| RMB:OPT.EQUIP.-TOURN.CASE GALLS | | | | | | | | | | |
| 1360 | | 08/21 AP | | 01/15/21 | 0395494 | ADELMUND, TRYSTON | 24.79 | | | 02/18/21 |
| RMB:OPT.EQUIP-BELT KEEPER GALLS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 350.00 | .00 | 350.00 | |

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | DEBITS | CREDITS | CURRENT |
|-----------------------|-----|-------|-------------------|----------|---------|---|----------|---------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.72-33 | | | | | | OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM | | | |
| 1360 | | 08/21 | AP | 12/15/20 | 0395499 | HINES, CORY | 150.00 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 10/22/20 | 0395497 | BUCK, MATT | 90.01 | | 02/18/21 |
| | | | | | | RMB:OPT.EQUIP.-DUTY POUCH | | | |
| | | | | | | ACCOUNT TOTAL | 240.01 | .00 | 240.01 |
| | | | | | | | | | |
| 101-5521-415.85-01 | | | | | | UTILITIES / UTILITIES | | | |
| 1349 | | 08/21 | AP | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 2,401.87 | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | |
| | | | | | | ACCOUNT TOTAL | 2,401.87 | .00 | 2,401.87 |
| | | | | | | | | | |
| 101-5521-415.86-05 | | | | | | REPAIR & MAINTENANCE / EQUIPMENT REPAIRS | | | |
| 1349 | | 08/21 | AP | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 120.89 | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | |
| | | | | | | ACCOUNT TOTAL | 120.89 | .00 | 120.89 |
| | | | | | | | | | |
| 101-5521-415.89-40 | | | | | | MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 02/01/21 | 0395503 | MCNAMARA, SHEA | 218.28 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 01/29/21 | 0395501 | HOWARD, MARK A. | 53.50 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 01/25/21 | 0395498 | HEUER, BROOKE | 41.67 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 01/24/21 | 0395498 | HEUER, BROOKE | 45.54 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 01/06/21 | 0395500 | HOFFA, HANNAH | 137.26 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| 1360 | | 08/21 | AP | 12/14/20 | 0395502 | LENOX, TYLER | 123.00 | | 02/18/21 |
| | | | | | | RMB:UNIFORM ALLOWANCE | | | |
| | | | | | | ACCOUNT TOTAL | 619.25 | .00 | 619.25 |
| | | | | | | | | | |
| 101-6613-433.85-01 | | | | | | UTILITIES / UTILITIES | | | |
| 1384 | | 08/21 | AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 484.71 | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | |
| 1349 | | 08/21 | AP | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 294.04 | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | |
| | | | | | | ACCOUNT TOTAL | 778.75 | .00 | 778.75 |
| | | | | | | | | | |
| 101-6616-446.85-01 | | | | | | UTILITIES / UTILITIES | | | |

| GROUP | PO | ACCTG | ----TRANSACTION---- | | | | DEBITS | CREDITS | CURRENT |
|--|-----|----------|---------------------|---------|--------|-------------------------|-----------|---------|-----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.85-01 UTILITIES / UTILITIES | | | | | | continued | | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | | CEDAR FALLS UTILITIES | 13,683.23 | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | |
| 1349 | | 08/21 AP | 01/20/21 | 0395485 | | CEDAR FALLS UTILITIES | 808.10 | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | |
| ACCOUNT TOTAL | | | | | | | 14,491.33 | .00 | 14,491.33 |
| | | | | | | | | | |
| 101-6623-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | | CEDAR FALLS UTILITIES | 1,558.87 | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | |
| ACCOUNT TOTAL | | | | | | | 1,558.87 | .00 | 1,558.87 |
| | | | | | | | | | |
| 101-6633-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1384 | | 08/21 AP | 02/01/21 | 0395511 | | CEDAR FALLS UTILITIES | 2,074.07 | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | |
| 1349 | | 08/21 AP | 01/20/21 | 0395485 | | CEDAR FALLS UTILITIES | 747.46 | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | |
| ACCOUNT TOTAL | | | | | | | 2,821.53 | .00 | 2,821.53 |
| FUND TOTAL | | | | | | | 34,158.34 | .00 | 34,158.34 |
| | | | | | | | | | |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| 203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF | | | | | | | | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395483 | | CAPITAL PROJECTS FUND | 12,809.76 | | 02/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395483 | | CAPITAL PROJECTS FUND | 489.95 | | 02/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395483 | | CAPITAL PROJECTS FUND | 49.18 | | 02/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| 1349 | | 08/21 AP | 02/12/21 | 0395486 | | DEBT SERVICE | 35,937.02 | | 02/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| ACCOUNT TOTAL | | | | | | | 49,285.91 | .00 | 49,285.91 |
| FUND TOTAL | | | | | | | 49,285.91 | .00 | 49,285.91 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|-----------|------------|----|----------|--------------------|---|-----------|---------|-----------------|----------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-1384 | 436.72-56 | 08/21 AP | | 02/01/21 | 0395511 | FLOOD CONTROL CEDAR FALLS UTILITIES | 125.17 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 125.17 | 0.00 | 125.17 | |
| 206-6637-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 1,390.22 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 2,940.36 | | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 4,330.58 | 0.00 | 4,330.58 | |
| 206-6637-436.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 1349 | | 08/21 AP | | 02/09/21 | 0395491 | OLD 20 AUCTIONS | 85,000.00 | | | 02/16/21 |
| | | | | | | 2011 PETERBILT DUMP TRUCK VIN# 1XPSD49X2BD127895 | | | | |
| | | | | | | ACCOUNT TOTAL | 85,000.00 | 0.00 | 85,000.00 | |
| 206-6647-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 1,094.03 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 1,890.94 | | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 2,984.97 | 0.00 | 2,984.97 | |
| | | | | | | FUND TOTAL | 92,440.72 | 0.00 | 92,440.72 | |
| FUND 215 HOSPITAL FUND | | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | | |
| FUND 224 TRUST & AGENCY | | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | | |
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-1373 | 431.83-05 | 08/21 AP | | 02/19/21 | 0395507 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) BOWMAN, DENNY | 20.00 | | | 02/22/21 |
| | | | | | | RMB:PRKG.-STATE WRESTLING DES MOINES | | | | |
| | | | | | | ACCOUNT TOTAL | 20.00 | 0.00 | 20.00 | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|---|--------|---------|--------------------|----------|
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | continued | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395525 | SURMA, JOSEPH EDWARD CAMERA OPERATOR | 85.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395527 | THORN, KEVIN CAMERA OPERATOR | 85.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395510 | BENSON, ERIC CAMERA OPERATOR | 85.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395515 | DEWITT, JASON CAMERA OPERATOR | 85.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395519 | LONGNECKER, JEREMIAH ANNOUNCER | 100.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/23/21 | 0395523 | SIMPSON, MARK ANNOUNCER | 120.00 | | | 02/24/21 |
| | | PROJECT#: | | | 759 | | | | | |
| 1384 | | 08/21 AP | | 02/19/21 | 0395518 | HUNT, PHILLIP CAMERA OPERATOR | 200.00 | | | 02/24/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1384 | | 08/21 AP | | 02/19/21 | 0395524 | STOW, CHRISTIAN CAMERA OPERATOR | 200.00 | | | 02/24/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1384 | | 08/21 AP | | 02/19/21 | 0395515 | DEWITT, JASON CAMERA OPERATOR | 200.00 | | | 02/24/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1384 | | 08/21 AP | | 02/19/21 | 0395510 | BENSON, ERIC CAMERA OPERATOR | 200.00 | | | 02/24/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1384 | | 08/21 AP | | 02/19/21 | 0395525 | SURMA, JOSEPH EDWARD CAMERA OPERATOR | 200.00 | | | 02/24/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395482 | BENSON, ERIC CAMERA OPERATOR | 130.00 | | | 02/16/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395492 | STOW, CHRISTIAN CAMERA OPERATOR | 130.00 | | | 02/16/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395487 | DEWITT, JASON CAMERA OPERATOR | 130.00 | | | 02/16/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395487 | DEWITT, JASON CAMERA OPERATOR | 170.00 | | | 02/16/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395493 | THORN, KEVIN CAMERA OPERATOR | 170.00 | | | 02/16/21 |
| | | PROJECT#: | | | 756 | | | | | |
| 1349 | | 08/21 AP | | 02/14/21 | 0395482 | BENSON, ERIC | 170.00 | | | 02/16/21 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|----------|------------|---------|-----------------------|-----------------------------|-----------------|----------|----------|-------------------------------|
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | continued | | | |
| UNI MEN'S BB-VALPO | | | | | | CAMERA OPERATOR | | | |
| PROJECT#: | 756 | | | | | | | | |
| 1349 | 08/21 AP | 02/14/21 | 0395492 | STOW, CHRISTIAN | | 170.00 | | 02/16/21 | |
| UNI MEN'S BB-VALPO | | | | | | CAMERA OPERATOR | | | |
| PROJECT#: | 756 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,630.00 | .00 | 2,630.00 |
| FUND TOTAL | | | | | | | 2,650.00 | .00 | 2,650.00 |
| FUND 258 PARKING FUND | | | | | | | | | |
| 258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 1384 | 08/21 AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | | 15.75 | | 02/24/21 | |
| UTILITIES THRU 02/01/21 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 15.75 | .00 | 15.75 |
| FUND TOTAL | | | | | | | 15.75 | .00 | 15.75 |
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1349 | 08/21 AP | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | | 1,094.03 | | 02/16/21 | |
| UTILITIES THRU 01/20/21 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,094.03 | .00 | 1,094.03 |
| FUND TOTAL | | | | | | | 1,094.03 | .00 | 1,094.03 |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | |
| 262-1092-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1384 | 08/21 AP | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | | 107.45 | | 02/24/21 | |
| UTILITIES THRU 02/01/21 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 107.45 | .00 | 107.45 |
| FUND TOTAL | | | | | | | 107.45 | .00 | 107.45 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--------------------|--------|------------|----|-------|---------------------|---------------------------------------|----------|---------|-----------------|----------|
| FUND 291 | | | | | | POLICE FORFEITURE FUND | | | | |
| FUND 292 | | | | | | POLICE RETIREMENT FUND | | | | |
| FUND 293 | | | | | | FIRE RETIREMENT FUND | | | | |
| FUND 294 | | | | | | LIBRARY RESERVE | | | | |
| FUND 295 | | | | | | SOFTBALL PLAYER CAPITAL | | | | |
| FUND 296 | | | | | | GOLF CAPITAL | | | | |
| FUND 297 | | | | | | REC FACILITIES CAPITAL | | | | |
| FUND 298 | | | | | | HEARST CAPITAL | | | | |
| FUND 311 | | | | | | DEBT SERVICE FUND | | | | |
| FUND 402 | | | | | | WASHINGTON PARK FUND | | | | |
| FUND 404 | | | | | | FEMA | | | | |
| FUND 405 | | | | | | FLOOD RESERVE FUND | | | | |
| FUND 407 | | | | | | VISION IOWA PROJECT | | | | |
| FUND 408 | | | | | | STREET IMPROVEMENT FUND | | | | |
| FUND 430 | | | | | | 2004 TIF BOND | | | | |
| FUND 431 | | | | | | 2014 BOND | | | | |
| FUND 432 | | | | | | 2003 BOND | | | | |
| FUND 433 | | | | | | 2001 TIF | | | | |
| FUND 434 | | | | | | 2000 BOND | | | | |
| FUND 435 | | | | | | 1999 TIF | | | | |
| FUND 436 | | | | | | 2012 BOND | | | | |
| FUND 437 | | | | | | 2018 BOND | | | | |
| FUND 438 | | | | | | 2020 BOND FUND | | | | |
| 438-1220-431.95-27 | | | | | | BOND FUND PROJECTS / UNION ROAD TRAIL | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395514 | DAVID & LISA SIRES | 185.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395513 | DAVID & JOY SIRES | 290.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395516 | ELIZABETH MILLER | 105.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395520 | MICHAEL & DENISE GOYEN | 100.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395517 | GALE BONSALL | 130.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395521 | MICHAEL & SUE GIRSCH | 245.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| 1384 | | | | 08/21 | AP 02/22/21 0395522 | MICHAEL & SUE GIRSCH | 245.00 | | | 02/24/21 |
| | | | | | | 3217-UNION ROAD TRAIL | | | | |
| | | | | | | PROJECT#: 023217 | | | | |
| | | | | | | ACCOUNT TOTAL | 1,300.00 | 0.00 | 1,300.00 | |
| | | | | | | FUND TOTAL | 1,300.00 | 0.00 | 1,300.00 | |

PREPARED 02/25/2021, 11:17:56
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|--------------------|-------------------------|-----------|---------|-----------------|----------|
| FUND 439 2008 BOND FUND | | | | | | | | | | |
| FUND 443 CAPITAL PROJECTS | | | | | | | | | | |
| 443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 294.56 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| ACCOUNT TOTAL | | | | | | | 294.56 | .00 | 294.56 | |
| FUND TOTAL | | | | | | | 294.56 | .00 | 294.56 | |
| FUND 472 PARKADE RENOVATION | | | | | | | | | | |
| FUND 473 SIDEWALK ASSESSMENT | | | | | | | | | | |
| FUND 483 ECONOMIC DEVELOPMENT | | | | | | | | | | |
| FUND 484 ECONOMIC DEVELOPMENT LAND | | | | | | | | | | |
| FUND 541 2018 STORM WATER BONDS | | | | | | | | | | |
| FUND 544 2008 SEWER BONDS | | | | | | | | | | |
| FUND 545 2006 SEWER BONDS | | | | | | | | | | |
| FUND 546 SEWER IMPROVEMENT FUND | | | | | | | | | | |
| FUND 547 SEWER RESERVE FUND | | | | | | | | | | |
| FUND 548 1997 SEWER BOND FUND | | | | | | | | | | |
| FUND 549 1992 SEWER BOND FUND | | | | | | | | | | |
| FUND 550 2000 SEWER BOND FUND | | | | | | | | | | |
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 1,728.44 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 2,940.36 | | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | | |
| ACCOUNT TOTAL | | | | | | | 4,668.80 | .00 | 4,668.80 | |
| 551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 5,859.99 | | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | | |
| ACCOUNT TOTAL | | | | | | | 5,859.99 | .00 | 5,859.99 | |
| FUND TOTAL | | | | | | | 10,528.79 | .00 | 10,528.79 | |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/01/21 | 0395511 | CEDAR FALLS UTILITIES | 11,325.70 | | | 02/24/21 |
| | | | | | | UTILITIES THRU 02/01/21 | | | | |
| 1349 | | 08/21 AP | | 01/20/21 | 0395485 | CEDAR FALLS UTILITIES | 3,746.04 | | | 02/16/21 |
| | | | | | | UTILITIES THRU 01/20/21 | | | | |
| ACCOUNT TOTAL | | | | | | | 15,071.74 | .00 | 15,071.74 | |

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|--|-----------|---------|-----------------|----------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6665-436 | 1384 | 85-01 | | 02/01/21 | 0395511 | UTILITIES / UTILITIES CEDAR FALLS UTILITIES | 11,421.39 | | | 02/24/21 |
| | | | | 08/21 AP | | UTILITIES THRU 02/01/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 11,421.39 | 0.00 | 11,421.39 | |
| 552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | | | |
| 552-6665-436 | 1349 | 86-34 | | 01/20/21 | 0395485 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES | 5,860.00 | | | 02/16/21 |
| | | | | 08/21 AP | | UTILITIES THRU 01/20/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,860.00 | 0.00 | 5,860.00 | |
| | | | | | | FUND TOTAL | 32,353.13 | 0.00 | 32,353.13 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-6630-432 | 1384 | 86-34 | | 02/01/21 | 0395511 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES | 21.27 | | | 02/24/21 |
| | | | | 08/21 AP | | UTILITIES THRU 02/01/21 | | | | |
| 555-6630-432 | 1349 | 86-34 | | 01/20/21 | 0395485 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES | 5,860.00 | | | 02/16/21 |
| | | | | 08/21 AP | | UTILITIES THRU 01/20/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,881.27 | 0.00 | 5,881.27 | |
| | | | | | | FUND TOTAL | 5,881.27 | 0.00 | 5,881.27 | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441 | 1384 | 81-43 | | 02/10/21 | 0395512 | PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES CEDAR FALLS UTILITIES | 15.00 | | | 02/24/21 |
| | | | | 08/21 AP | | LIBRARY DOMAIN NAME STATIC IP ADDRESS | | | | |
| | | | | | | ACCOUNT TOTAL | 15.00 | 0.00 | 15.00 | |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT | | | | | | | | | | |
| 606-1078-441 | 1360 | 82-10 | | 02/06/21 | 0395504 | COMMUNICATION / TELEPHONE HOLDING ACCOUNT U.S. CELLULAR | 78.85 | | | 02/18/21 |
| | | | | 08/21 AP | | CELL PHONE:2/6-3/5/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 78.85 | 0.00 | 78.85 | |
| 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS | | | | | | | | | | |
| 606-1078-441 | 1384 | 82-30 | | 02/10/21 | 0395512 | COMMUNICATION / FIBER OPTICS CEDAR FALLS UTILITIES | 3,320.00 | | | 02/24/21 |
| | | | | 08/21 AP | | FIBER POINT:1/11-2/10/21 | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|---|-----------|---------------|----|----------|-----------------------|-------------------------|-----------|---------|--------------------|----------|--|
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | | |
| 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS | | | | | | | | | | | |
| | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 3,320.00 | .00 | 3,320.00 | | |
| FUND TOTAL | | | | | | | 3,413.85 | .00 | 3,413.85 | | |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | | |
| 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS | | | | | | | | | | | |
| 1360 | | 08/21 AP | | 02/17/21 | 0395495 | ANDERSON, ALETA L. | 148.50 | | | 02/18/21 | |
| RMB:JAN. 2021 HEALTH SEV. | | | | | | | | | | | |
| MEDICARE-ALETA | | | | | | | | | | | |
| 1360 | | 08/21 AP | | 02/17/21 | 0395495 | ANDERSON, ALETA L. | 148.50 | | | 02/18/21 | |
| RMB:JAN. 2021 HEALTH SEV. | | | | | | | | | | | |
| MEDICARE-RICHARD | | | | | | | | | | | |
| 1349 | | 08/21 AP | | 02/15/21 | 0395490 | LUX, JOSH | 106.97 | | | 02/16/21 | |
| RMB:HEALTH SEV.1/2 FEB'21 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 403.97 | .00 | 403.97 | | |
| FUND TOTAL | | | | | | | 403.97 | .00 | 403.97 | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | | |
| 685-6698-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | | |
| 1373 | | 08/21 AP | | 02/19/21 | 0395506 | BLACK HAWK CO.TREASURER | 25.00 | | | 02/22/21 | |
| REPLACEMENT TITLE FEE | | | | | | | | | | | |
| VIN# 1HTSCAANOWH511009 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 25.00 | .00 | 25.00 | | |
| FUND TOTAL | | | | | | | 25.00 | .00 | 25.00 | | |
| FUND 686 PAYROLL FUND | | | | | | | | | | | |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | | | | | |
| 1384 | | 08/21 AP | | 02/24/21 | 0395526 | TEAMSTERS LOCAL #238 | 4,282.72 | | | 02/24/21 | |
| UNION DUES-FEBRUARY 2021 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,282.72 | .00 | 4,282.72 | | |
| FUND TOTAL | | | | | | | 4,282.72 | .00 | 4,282.72 | | |

PREPARED 02/25/2021, 11:17:56
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 08/2021

Item 37.

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | DEBITS | CREDITS | CURRENT |
|--------------------|-----|----------|-------------------|----------|---------|---|------------|---------|------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 687 | | | | | | WORKERS COMPENSATION FUND | | | |
| FUND 688 | | | | | | LTD INSURANCE FUND | | | |
| FUND 689 | | | | | | LIABILITY INSURANCE FUND | | | |
| FUND 724 | | | | | | TRUST & AGENCY | | | |
| 724-0000-487.50-01 | | | | | | TRANSFERS OUT / TRANSFERS TO GENERAL FUND | | | |
| 1349 | | 08/21 AP | | 02/12/21 | 0395488 | GENERAL FUND | 15,778.63 | | 02/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| | | | | | | ACCOUNT TOTAL | 15,778.63 | .00 | 15,778.63 |
| | | | | | | FUND TOTAL | 15,778.63 | .00 | 15,778.63 |
| FUND 727 | | | | | | GREENWOOD CEMETERY P-CARE | | | |
| FUND 728 | | | | | | FAIRVIEW CEMETERY P-CARE | | | |
| FUND 729 | | | | | | HILLSIDE CEMETERY P-CARE | | | |
| FUND 790 | | | | | | FLOOD LEVY | | | |
| | | | | | | GRAND TOTAL | 254,014.12 | .00 | 254,014.12 |

Council Invoices for Council Meeting 03/01/21

PREPARED 02/25/2021, 11:11:03
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 08/2021

Item 37.

| GROUP | PO | ACCTG | ---- | TRANSACTION---- | DEBITS | CREDITS | CURRENT |
|-----------------------|-----|-------|------|-----------------|-----------|--|-----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | BALANCE |
| | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | |
| 101-1028-441.81-35 | | | | | | PROFESSIONAL SERVICES / EMPLOYEE RECOGNITION | |
| 1341 | | 09/21 | AP | 02/11/21 | 0000000 | LR JEWELERS, INC. | 02/25/21 |
| | | | | | | 15 YEAR SERVICE WATCHES | |
| | | | | | | ACCOUNT TOTAL | |
| | | | | | 1,070.00 | .00 | 1,070.00 |
| | | | | | | | |
| 101-1028-441.81-48 | | | | | | PROFESSIONAL SERVICES / CONTRACT SERVICES | |
| 1341 | | 09/21 | AP | 02/05/21 | 0000000 | DEPT. OF ADMINISTRATIVE SERVI | 02/25/21 |
| | | | | | | DEF.COMP.ADMIN.FEE | |
| | | | | | | ACCOUNT TOTAL | |
| | | | | | 150.00 | .00 | 150.00 |
| | | | | | | | |
| 101-1028-441.81-53 | | | | | | PROFESSIONAL SERVICES / JOB NOTICES | |
| 1341 | | 09/21 | AP | 01/31/21 | 0000000 | REGISTER MEDIA | 02/25/21 |
| | | | | | | JOB AD:CIVIL CAD TECH | |
| | | | | | | 01/10/21 DIGITAL ADV | |
| 1341 | | 09/21 | AP | 01/31/21 | 0000000 | REGISTER MEDIA | 02/25/21 |
| | | | | | | JOB AD:CIVIL CAD TECH | |
| | | | | | | 01/15/21 DIGITAL ADV | |
| 1341 | | 09/21 | AP | 01/31/21 | 0000000 | REGISTER MEDIA | 02/25/21 |
| | | | | | | JOB AD:CIVIL CAD TECH | |
| | | | | | | 12/13/20-1/7/21-PACKAGE | |
| | | | | | | ACCOUNT TOTAL | |
| | | | | | 899.00 | .00 | 899.00 |
| | | | | | | | |
| 101-1048-441.72-11 | | | | | | OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | |
| 1341 | | 09/21 | AP | 02/01/21 | 0000000 | PROGRESSIVE BUSINESS PUBLICAT | 02/25/21 |
| | | | | | | SUPERVISORS SAFETY BULL. | |
| | | | | | | 1-YR SUBSC. | |
| | | | | | | ACCOUNT TOTAL | |
| | | | | | 177.84 | .00 | 177.84 |
| | | | | | | | |
| 101-1048-441.81-29 | | | | | | PROFESSIONAL SERVICES / LEGAL CONSULTANTS | |
| 1341 | | 09/21 | AP | 03/01/21 | 0000000 | AHLERS AND COONEY, P.C. | 02/25/21 |
| | | | | | | LEGAL SERVICES-MAR'21 | |
| 1341 | | 09/21 | AP | 03/01/21 | 0000000 | SWISHER & COHRT, P.L.C. | 02/25/21 |
| | | | | | | LEGAL SERVICES-MAR'21 | |
| 1341 | | 09/21 | AP | 02/16/21 | 0000000 | DAVIS, BROWN, KOEHN, SHORS & ROB | 02/25/21 |
| | | | | | | LGL:RE:IMMIGRATION | |
| | | | | | | 1/11/21-1/22/21 | |
| 1341 | | 09/21 | AP | 02/01/21 | 0000000 | REDFERN, MASON, LARSEN & MOORE, | 02/25/21 |
| | | | | | | LGL:GENERAL MATTERS | |
| | | | | | | 01/29/21-01/30/21 | |
| 1341 | | 09/21 | AP | 01/28/21 | 0000000 | AHLERS AND COONEY, P.C. | 02/25/21 |
| | | | | | | LGL:INJUCT.&DECLAR.RELIEF | |
| | | | | | | 12/28/20-12/29/20 | |
| 1341 | | 09/21 | AP | 01/27/21 | 0000000 | AHLERS AND COONEY, P.C. | 02/25/21 |
| | | | | | | LGL:ASHWORTH DR EXT.ESMNT | |
| | | | | | | 12/29/20-01/12/21 | |
| 1341 | | 09/21 | AP | 01/24/21 | 0000000 | AHLERS AND COONEY, P.C. | 02/25/21 |
| | | | | | | LGL:GENERAL MATTERS | |
| | | | | | | 12/29/20 | |
| | | | | | | ACCOUNT TOTAL | |
| | | | | | 11,389.00 | .00 | 11,389.00 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1048-441.81-30 | | | | | | PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT | | | | |
| 1341 | | 09/21 AP | | 03/01/21 | 0000000 | SWISHER & COHRT, P.L.C. | 1,000.00 | | | 02/25/21 |
| | | | | | | LEGAL SERVICES-MAR'21 | | | | |
| ACCOUNT TOTAL | | | | | | | 1,000.00 | .00 | 1,000.00 | |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | | | | | | | |
| 1368 | | 09/21 AP | | 02/10/21 | 0000000 | FEDERAL EXPRESS | 55.54 | | | 02/25/21 |
| | | | | | | TEACHER STUDENT SHIPPING | | | | |
| | | | | | | BERG FUNDS | | | | |
| 1368 | | 09/21 AP | | 02/05/21 | 0000000 | VAN DOREN'S, LLC | 117.00 | | | 02/25/21 |
| | | | | | | PLEXI, BACKING, LABOR FOR | | | | |
| | | | | | | CHARGING WORK. BERG FUNDS | | | | |
| 1368 | | 09/21 AP | | 02/05/21 | 0000000 | AMERICAN COLOR IMAGING | 7.50 | | | 02/25/21 |
| | | | | | | PRINT SUMNER WORK. TEACHER | | | | |
| | | | | | | STUDENT EXHIB. BERG FUNDS | | | | |
| 1368 | | 09/21 AP | | 02/03/21 | 0000000 | FEDERAL EXPRESS | 43.00 | | | 02/25/21 |
| | | | | | | TEACHER STUDENT SHIPPING | | | | |
| | | | | | | BERG FUNDS | | | | |
| 1368 | | 09/21 AP | | 01/29/21 | 0000000 | AMERICAN COLOR IMAGING | 144.46 | | | 02/25/21 |
| | | | | | | METAL PRINTS FOR EXHIBIT | | | | |
| | | | | | | BERG FUNDS | | | | |
| ACCOUNT TOTAL | | | | | | | 367.50 | .00 | 367.50 | |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 1341 | | 09/21 AP | | 02/12/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 344.96 | | | 02/25/21 |
| | | | | | | 2/1/21 CC MTG.MINS/BILLS | | | | |
| 1341 | | 09/21 AP | | 02/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 22.64 | | | 02/25/21 |
| | | | | | | PH NTC-DT STREETScape PH2 | | | | |
| | | | | | | PHASE 2 | | | | |
| 1341 | | 09/21 AP | | 02/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 21.13 | | | 02/25/21 |
| | | | | | | PH NTC'21 SAN.SEWER REHAB | | | | |
| ACCOUNT TOTAL | | | | | | | 388.73 | .00 | 388.73 | |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES | | | | | | | | | | |
| 1348 | | 09/21 AP | | 02/19/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 62.50 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-3909 S.LAWN | | | | |
| 1348 | | 09/21 AP | | 02/19/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 125.00 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-1122 22ND | | | | |
| 1348 | | 09/21 AP | | 02/19/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 62.50 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-818 SEERLEY | | | | |
| 1348 | | 09/21 AP | | 02/19/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 93.75 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-804 SEERLEY | | | | |
| 1348 | | 09/21 AP | | 02/19/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 37.50 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-2413 OLIVE | | | | |
| 1348 | | 09/21 AP | | 02/17/21 | 0000000 | COOLEY SANITATION LLC | 200.00 | | | 02/25/21 |
| | | | | | | 127 N GENEVIEVE PICK UP | | | | |
| | | | | | | CODE ENFORCEMENT | | | | |
| 1348 | | 09/21 AP | | 02/02/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 93.75 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-2600 WATERLOO | | | | |
| 1348 | | 09/21 AP | | 02/02/21 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 62.50 | | | 02/25/21 |
| | | | | | | CODE E.SNOW-1922 WATERLOO | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|--|--------|------------|----|----------|-----------------------------|---|-----------|---------|--------------------|----------|--|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 737.50 | .00 | 737.50 | | |
| 101-2245-442.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | | |
| 1341 | | 09/21 AP | | 02/10/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 21.63 | | | 02/25/21 | |
| | | | | | | BOA VARIANCE NOTICE 1810 TIMBERLEDGE SIDEYARD | | | | | |
| ACCOUNT TOTAL | | | | | | | 21.63 | .00 | 21.63 | | |
| 101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES | | | | | | | | | | | |
| 1367 | | 09/21 AP | | 02/15/21 | 0000000 | XPRESSIONS | 130.00 | | | 02/25/21 | |
| | | | | | | VOLLEYBALL TSHIRTS CHAMPIONS | | | | | |
| ACCOUNT TOTAL | | | | | | | 130.00 | .00 | 130.00 | | |
| 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES | | | | | | | | | | | |
| 1368 | | 09/21 AP | | 02/17/21 | 0000000 | SIGNS BY TOMORROW | 46.00 | | | 02/25/21 | |
| | | | | | | TEACHER STUDENT VINYL | | | | | |
| 1368 | | 09/21 AP | | 02/15/21 | 0000000 | SIGNS BY TOMORROW | 185.50 | | | 02/25/21 | |
| | | | | | | TEACHER STUDENT LABELS | | | | | |
| 1368 | | 09/21 AP | | 02/15/21 | 0000000 | O'DONNELL ACE HARDWARE | 23.86 | | | 02/25/21 | |
| | | | | | | LIGHT BULBS AND ADHESIVE | | | | | |
| 1368 | | 09/21 AP | | 02/12/21 | 0000000 | SIGNS BY TOMORROW | 40.00 | | | 02/25/21 | |
| | | | | | | TEACHER STUDENT VINYL | | | | | |
| 1368 | | 09/21 AP | | 02/09/21 | 0000000 | SIGNS BY TOMORROW | 70.00 | | | 02/25/21 | |
| | | | | | | TEACHER STUDENT VINYL | | | | | |
| ACCOUNT TOTAL | | | | | | | 365.36 | .00 | 365.36 | | |
| 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | | |
| 1368 | | 09/21 AP | | 02/23/21 | 0000000 | KIM, JIYOUNG | 225.00 | | | 02/25/21 | |
| | | | | | | TEEN ART CLUB INSTRUCTOR 3 SESSIONS | | | | | |
| 1368 | | 09/21 AP | | 02/22/21 | 0000000 | WHITE, DAVID GERALD | 500.00 | | | 02/25/21 | |
| | | | | | | PERFORMANCE DOWNPAYMENT FOR OCTOBER CONCERT | | | | | |
| 1368 | | 09/21 AP | | 02/09/21 | 0000000 | CITY LAUNDERING CO. | 29.30 | | | 02/25/21 | |
| | | | | | | RUG SERVICE | | | | | |
| 1368 | | 09/21 AP | | 02/08/21 | 0000000 | BURT, KEVIN | 300.00 | | | 02/25/21 | |
| | | | | | | PERFORMANCE DOWNPAYMENT FOR JUNE CONCERT | | | | | |
| 1368 | | 09/21 AP | | 02/08/21 | 0000000 | WASESKUK, ANGELA | 75.00 | | | 02/25/21 | |
| | | | | | | ARTIST TALK HONORARIUM ON FEB 23 | | | | | |
| 1368 | | 09/21 AP | | 02/08/21 | 0000000 | DOELY, NOAH | 75.00 | | | 02/25/21 | |
| | | | | | | ARTIST TALK HONORARIUM ON FEB 23 | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,204.30 | .00 | 1,204.30 | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|--|--------|---------|-----------------|-------------------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.81-06 | | | | | | PROFESSIONAL SERVICES / PRINTING & PUBLICATION | | | | |
| 1368 | | 09/21 AP | | 02/12/21 | 0000000 | KAREN'S PRINT-RITE | 449.00 | | | 02/25/21 |
| | | | | | | TEACHER STUDENT POSTCARD | | | | |
| | | | | | | ACCOUNT TOTAL | 449.00 | .00 | 449.00 | |
| 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | |
| 1368 | | 09/21 AP | | 02/05/21 | 0000000 | PLUMB SUPPLY COMPANY, LLC | 309.40 | | | 02/25/21 |
| | | | | | | CERAMICS STUDIO SINK | | | | |
| | | | | | | ACCOUNT TOTAL | 309.40 | .00 | 309.40 | |
| 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY | | | | | | | | | | |
| 1376 | | 09/21 AP | | 01/25/21 | 0000000 | CITY LAUNDERING CO. | 3.00 | | | 02/25/21 |
| | | | | | | TOWELS-STATION #1 | | | | |
| | | | | | | ACCOUNT TOTAL | 3.00 | .00 | 3.00 | |
| 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | | |
| 1376 | | 09/21 AP | | 02/11/21 | 0000000 | INTERNTL.ASSOC-ARSON INVESTIG | 100.00 | | | 02/25/21 |
| | | | | | | MEMBERSHIP-JOHN BOSTWICK | | | | 04/01/21-04/01/22 |
| | | | | | | ACCOUNT TOTAL | 100.00 | .00 | 100.00 | |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 1376 | | 09/21 AP | | 02/18/21 | 0000000 | FIRE SERVICE TRNG. BUREAU | 25.00 | | | 02/25/21 |
| | | | | | | 1 RECERT.FEE-FIRE INVEST. TIM SMITH | | | | |
| 1376 | | 09/21 AP | | 02/16/21 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 02/25/21 |
| | | | | | | 1 CERT.FEE-FIRE FIGHTER 2 JAVIER MERCADO | | | | |
| 1376 | | 09/21 AP | | 02/16/21 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 02/25/21 |
| | | | | | | 1 CERT.FEE-DRIV.OPER.PUMP THOMAS BALTES | | | | |
| 1376 | | 09/21 AP | | 02/15/21 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 02/25/21 |
| | | | | | | 1 CERT.FEE-FIRE OFFICER 1 AUSTIN LECHTENBERG | | | | |
| 1376 | | 09/21 AP | | 02/15/21 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 02/25/21 |
| | | | | | | 1 CERT.FEE-FIRE FIGHTER 2 KELLI YATES | | | | |
| | | | | | | ACCOUNT TOTAL | 225.00 | .00 | 225.00 | |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 1376 | | 09/21 AP | | 02/19/21 | 0000000 | OUTDOOR & MORE | 31.96 | | | 02/25/21 |
| | | | | | | SMALL ENGINE FUEL | | | | |
| | | | | | | ACCOUNT TOTAL | 31.96 | .00 | 31.96 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|---|----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.89-40 | | | | | | MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | |
| 1376 | | 09/21 AP | | 02/09/21 | 0000000 | COVER-ALL EMBROIDERY, INC. EMBROIDER POLOS/JACKETS | 78.00 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 78.00 | .00 | 78.00 | |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 1375 | | 09/21 AP | | 02/22/21 | 0000000 | STOREY KENWORTHY DRY ERASE BOARD | 56.96 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 02/16/21 | 0000000 | STOREY KENWORTHY PAPER;PENS;SHARPIES;LEGAL | 599.80 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 02/09/21 | 0000000 | STOREY KENWORTHY PENS;TAPE | 65.98 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 722.74 | .00 | 722.74 | |
| 101-5521-415.71-04 OFFICE SUPPLIES / TICKETS | | | | | | | | | | |
| 1375 | | 09/21 AP | | 02/15/21 | 0000000 | STOREY KENWORTHY 200 CITATION BOOKS | 1,086.00 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 1,086.00 | .00 | 1,086.00 | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 1375 | | 09/21 AP | | 02/15/21 | 0000000 | BENTON BUILDING CENTER WOOD LATHE-NO PRKG.SIGNS | 39.06 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 02/15/21 | 0000000 | O'DONNELL ACE HARDWARE STAPLEGUN;STAPLES | 81.52 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 02/09/21 | 0000000 | CINTAS FIRST AID & SAFETY RESTOCK PD FIRST AID KIT | 40.66 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 01/21/21 | 0000000 | RASMUSSON CO., THE MOVE OPTIMA TO IMPOUND | 50.00 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 01/07/21 | 0000000 | RASMUSSON CO., THE MOVE GRANDPRIX TO IMPOUND | 50.00 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 01/04/21 | 0000000 | RASMUSSON CO., THE MOVE INFINITY FROM 4TH TO | 50.00 | | | 02/25/21 |
| 1375 | | 09/21 AP | | 01/02/21 | 0000000 | RASMUSSON CO., THE MOVE GOLD F150 TO IMPOUND | 50.00 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 361.24 | .00 | 361.24 | |
| 101-5521-415.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 1375 | | 09/21 AP | | 02/17/21 | 0000000 | PARKADE PRINTER, INC. NO PARKING SIGN PAPER | 277.26 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 277.26 | .00 | 277.26 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.83-06 | | | | | | TRANSPORTATION&EDUCATION / EDUCATION | | | | |
| 1375 | | 09/21 AP | | 02/05/21 | 0000000 | IOWA LAW ENFORCEMENT ACADEMY | 800.00 | | | 02/25/21 |
| | | | | | | TECH.COLL.INVEST.-VANHORN JOHNSTON;11/9-11/20/20 | | | | |
| ACCOUNT TOTAL | | | | | | | 800.00 | .00 | 800.00 | |
| | | | | | | | | | | |
| 101-5521-415.86-06 | | | | | | REPAIR & MAINTENANCE / WEAPONS MAINTENANCE | | | | |
| 1375 | | 09/21 AP | | 02/22/21 | 0000000 | BROWNELLS, INC. | 60.37 | | | 02/25/21 |
| | | | | | | FIREARMS CLEANING SUPPL. | | | | |
| ACCOUNT TOTAL | | | | | | | 60.37 | .00 | 60.37 | |
| | | | | | | | | | | |
| 101-5521-425.81-20 | | | | | | PROFESSIONAL SERVICES / HUMANE SOCIETY | | | | |
| 1375 | | 09/21 AP | | 02/10/21 | 0000000 | CEDAR BEND HUMANE SOCIETY | 1,053.00 | | | 02/25/21 |
| | | | | | | JAN'21 ANIMAL SURRENDER | | | | |
| ACCOUNT TOTAL | | | | | | | 1,053.00 | .00 | 1,053.00 | |
| | | | | | | | | | | |
| 101-6613-433.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 1379 | | 09/21 AP | | 02/17/21 | 0000000 | BENTON BUILDING CENTER | 11.07 | | | 02/25/21 |
| | | | | | | TITE BOND | | | | |
| 1379 | | 09/21 AP | | 02/16/21 | 0000000 | BENTON BUILDING CENTER | 6.11 | | | 02/25/21 |
| | | | | | | SCREWS | | | | |
| 1379 | | 09/21 AP | | 01/31/21 | 0000000 | CULLIGAN WATER CONDITIONING | 21.85 | | | 02/25/21 |
| | | | | | | WATER BOTTLE 5 GALLON | | | | |
| ACCOUNT TOTAL | | | | | | | 39.03 | .00 | 39.03 | |
| | | | | | | | | | | |
| 101-6616-446.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 1381 | | 09/21 AP | | 02/18/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 21.86 | | | 02/25/21 |
| | | | | | | SOAP,TOWELS,LINERS,TISSUE | | | | |
| | | | | | | PROJECT#: 062501 | | | | |
| 1381 | | 09/21 AP | | 02/18/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 214.60 | | | 02/25/21 |
| | | | | | | SOAP,TOWELS,LINERS,TISSUE | | | | |
| | | | | | | PROJECT#: 062506 | | | | |
| 1381 | | 09/21 AP | | 02/18/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 532.82 | | | 02/25/21 |
| | | | | | | SOAP,TOWELS,LINERS,TISSUE | | | | |
| | | | | | | PROJECT#: 062507 | | | | |
| 1381 | | 09/21 AP | | 02/18/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 37.04 | | | 02/25/21 |
| | | | | | | SOAP,TOWELS,LINERS,TISSUE | | | | |
| | | | | | | PROJECT#: 062505 | | | | |
| 1379 | | 09/21 AP | | 02/17/21 | 0000000 | ARTISAN CEILING SYSTEMS AND | 300.00 | | | 02/25/21 |
| | | | | | | CEILING TILES | | | | |
| | | | | | | PROJECT#: 062508 | | | | |
| 1335 | | 09/21 AP | | 02/10/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 207.52 | | | 02/25/21 |
| | | | | | | LINERS, TISSUES, TOWELS, DISINFECTANT | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|--|----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | continued | | | | |
| PROJECT#: 062501 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/10/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT | 116.00 | | | 02/25/21 |
| PROJECT#: 062503 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/10/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT | 78.50 | | | 02/25/21 |
| PROJECT#: 062506 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/10/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT | 78.50 | | | 02/25/21 |
| PROJECT#: 062510 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/10/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT | 271.33 | | | 02/25/21 |
| PROJECT#: 062507 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/09/21 | 0000000 | MARTIN BROS.DISTRIBUTING LINERS, TISSUES | 62.37 | | | 02/25/21 |
| PROJECT#: 062507 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/09/21 | 0000000 | MARTIN BROS.DISTRIBUTING LINERS, TISSUES | 246.96 | | | 02/25/21 |
| PROJECT#: 062511 | | | | | | | | | | |
| 1381 | | 09/21 AP | | 02/09/21 | 0000000 | MENARDS-CEDAR FALLS SPRAYER FOR CLEANING | 16.99 | | | 02/25/21 |
| PROJECT#: 062507 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 01/28/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT, BOWL CLEANER | 132.62 | | | 02/25/21 |
| PROJECT#: 062501 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 01/28/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT, BOWL CLEANER | 399.95 | | | 02/25/21 |
| PROJECT#: 062507 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 01/28/21 | 0000000 | MARTIN BROS.DISTRIBUTING DISINFECTANT, BOWL CLEANER | 362.15 | | | 02/25/21 |
| PROJECT#: 062511 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,079.21 | .00 | | 3,079.21 |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/15/21 | 0000000 | ECHO GROUP, INC. EMERGENCY LIGHT BATTERIES | 144.60 | | | 02/25/21 |
| PROJECT#: 062501 | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/04/21 | 0000000 | ECHO GROUP, INC. LIGHTING REPAIR PARTS | 36.58 | | | 02/25/21 |
| PROJECT#: 062506 | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/03/21 | 0000000 | ECHO GROUP, INC. LIGHTING REPAIR PARTS | 182.90 | | | 02/25/21 |
| PROJECT#: 062506 | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/02/21 | 0000000 | ECHO GROUP, INC. EMERGENCY LIGHT REPAIR | 42.93 | | | 02/25/21 |
| 1335 | | 09/21 AP | | 02/02/21 | 0000000 | ECHO GROUP, INC. LIGHTING REPAIR | 437.15 | | | 02/25/21 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|--------------------------|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | continued | | | | |
| | | PROJECT#: | | | 062506 | | | | | |
| 1335 | | 09/21 AP | | 02/01/21 | 0000000 | ECHO GROUP, INC. | 99.76 | | | 02/25/21 |
| | | | | | | LIGHTING BALLASTS | | | | |
| | | PROJECT#: | | | 062501 | | | | | |
| 1335 | | 09/21 AP | | 01/21/21 | 0000000 | O'DONNELL ACE HARDWARE | 17.38 | | | 02/25/21 |
| | | | | | | DOOR STOP | | | | |
| | | PROJECT#: | | | 062501 | | | | | |
| ACCOUNT TOTAL | | | | | | | 961.30 | .00 | 961.30 | |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/11/21 | 0000000 | CITY LAUNDERING CO. | 40.00 | | | 02/25/21 |
| | | | | | | MAT SERVICE | | | | |
| | | PROJECT#: | | | 062506 | | | | | |
| 1335 | | 09/21 AP | | 02/09/21 | 0000000 | CITY LAUNDERING CO. | 20.00 | | | 02/25/21 |
| | | | | | | MAT SERVICE | | | | |
| | | PROJECT#: | | | 062501 | | | | | |
| 1335 | | 09/21 AP | | 02/05/21 | 0000000 | KOCH CONSTRUCTION, INC. | 183.21 | | | 02/25/21 |
| | | | | | | EXTERIOR BUILDING REPAIR | | | | |
| | | PROJECT#: | | | 062510 | | | | | |
| 1335 | | 09/21 AP | | 04/10/20 | 0000000 | ALLIED GLASS PRODUCTS | 1,774.00 | | | 02/25/21 |
| | | | | | | WINDOW REPLACEMENT | | | | |
| | | PROJECT#: | | | 062503 | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,017.21 | .00 | 2,017.21 | |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 1381 | | 09/21 AP | | 02/17/21 | 0000000 | SCOOP FEED & SUPPLY, THE | 71.95 | | | 02/25/21 |
| | | | | | | ICE MELT | | | | |
| 1381 | | 09/21 AP | | 02/16/21 | 0000000 | MENARDS-CEDAR FALLS | 9.99 | | | 02/25/21 |
| | | | | | | AXE HANDLE | | | | |
| ACCOUNT TOTAL | | | | | | | 81.94 | .00 | 81.94 | |
| FUND TOTAL | | | | | | | 29,636.52 | .00 | 29,636.52 | |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL | | | | | | | | | | |
| 1381 | | 09/21 AP | | 02/12/21 | 0000000 | O'DONNELL ACE HARDWARE | 169.95 | | | 02/25/21 |
| | | | | | | SNOW SHOVELS | | | | |
| 1335 | | 09/21 AP | | 02/01/21 | 0000000 | CARGILL, INC. | 13,964.92 | | | 02/25/21 |
| | | | | | | ROAD SALT | | | | |
| ACCOUNT TOTAL | | | | | | | 14,134.87 | .00 | 14,134.87 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|-----------|------------|----|----------|-----------------------------|---|-----------|---------|-------------------------------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6647-1379 | 436.72-01 | 09/21 AP | | 02/10/21 | 0000000 | OPERATING SUPPLIES / OPERATING SUPPLIES ECHO GROUP, INC. | 58.40 | | 02/25/21 |
| 206-6647-1379 | 436.72-01 | 09/21 AP | | 01/26/21 | 0000000 | ELECTRICAL PARTS FASTENAL COMPANY HARDWARE | 161.06 | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 219.46 | .00 | 219.46 |
| FUND 206-6647-436.86-19 REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR | | | | | | | | | |
| 206-6647-1335 | 436.86-19 | 09/21 AP | | 02/05/21 | 0000000 | REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR EMERGENCY SIGNAL REPAIR KW ELECTRIC, INC. | 317.50 | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 317.50 | .00 | 317.50 |
| FUND 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 206-6647-1381 | 436.92-01 | 09/21 AP | | 02/11/21 | 0000000 | STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 2021 SIGNAL IMPROVEMENT MOBOTREX, INC | 4,286.00 | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 4,286.00 | .00 | 4,286.00 |
| FUND TOTAL | | | | | | | 18,957.83 | .00 | 18,957.83 |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| FUND 224 TRUST & AGENCY | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| FUND 258 PARKING FUND | | | | | | | | | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 01/31/21 | 0000000 | OTHER SUPPLIES / MEDIA ZLR IGNITION | 1,565.60 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 01/31/21 | 0000000 | JAN 2021 CF PAID SEARCH ZLR IGNITION | 341.25 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 12/31/20 | 0000000 | JAN 2021 CLIENT ADMIN/MGT AND IGNITION REPORT ZLR IGNITION | 2,660.16 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 12/31/20 | 0000000 | DEC 2020 FACEBOOK/GOOGLE/ TWITTER ZLR IGNITION | 246.25 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 11/30/20 | 0000000 | DEC 2020 CLIENT ADMIN/ADM AND IGNITION REPORT ZLR IGNITION | 2,843.41 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 11/30/20 | 0000000 | NOV 2020 FACEBK/INSTAGRM/ GOOGLE/TWITTER ZLR IGNITION | 71.25 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 11/30/20 | 0000000 | NOV 2020 LAYOUT & DESIGN ZLR IGNITION | 922.50 | | 02/25/21 |
| 261-2291-1380 | 423.73-55 | 09/21 AP | | 11/30/20 | 0000000 | NOV 2020 CLIENT ADMIN/MGM AND IGNITION REPORT | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|--------|------------|----|----------|-----------------------------|-------------------------------|-----------|---------|-------------------------------|
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.73-55 OTHER SUPPLIES / MEDIA | | | | | | continued | | | |
| 1380 | | 09/21 AP | | 10/31/20 | 0000000 | ZLR IGNITION | 2,108.32 | | 02/25/21 |
| | | OCT 2020 | | | | FACEBK/INSTAGRAM | | | |
| 1380 | | 09/21 AP | | 10/31/20 | 0000000 | ZLR IGNITION | 217.50 | | 02/25/21 |
| | | OCT 2020 | | | | CLIENT ADMN/MANG | | | |
| | | | | | | AND IGNITION REPORT | | | |
| | | | | | | ACCOUNT TOTAL | 10,976.24 | .00 | 10,976.24 |
| | | | | | | | | | |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE | | | | | | | | | |
| 1380 | | 09/21 AP | | 02/11/21 | 0000000 | CITY LAUNDERING CO. | 10.00 | | 02/25/21 |
| | | | | | | MAT SERVICE | | | |
| | | | | | | ACCOUNT TOTAL | 10.00 | .00 | 10.00 |
| | | | | | | FUND TOTAL | 10,986.24 | .00 | 10,986.24 |
| | | | | | | | | | |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | |
| FUND 294 LIBRARY RESERVE | | | | | | | | | |
| FUND 295 SOFTBALL PLAYER CAPITAL | | | | | | | | | |
| FUND 296 GOLF CAPITAL | | | | | | | | | |
| FUND 297 REC FACILITIES CAPITAL | | | | | | | | | |
| FUND 298 HEARST CAPITAL | | | | | | | | | |
| FUND 311 DEBT SERVICE FUND | | | | | | | | | |
| FUND 402 WASHINGTON PARK FUND | | | | | | | | | |
| FUND 404 FEMA | | | | | | | | | |
| 404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape | | | | | | | | | |
| 1362 | | 09/21 AP | | 10/06/20 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 476.00 | | 02/25/21 |
| | | | | | | 3206-CENTER ST.COR.STRSCP | | | |
| | | | | | | SERVICES THRU 08/31/20 | | | |
| | | | | | | PROJECT#: | | | |
| | | | | | | 023206 | | | |
| | | | | | | ACCOUNT TOTAL | 476.00 | .00 | 476.00 |
| | | | | | | FUND TOTAL | 476.00 | .00 | 476.00 |
| | | | | | | | | | |
| FUND 405 FLOOD RESERVE FUND | | | | | | | | | |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | |
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | -----TRANSACTION----- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--------------------|-----------|---------------------|----|----------|---------------------------------|--|-----------|---------|-------------------------------|
| FUND 430 | 2004 | TIF | | | BOND | | | | |
| FUND 431 | 2014 | BOND | | | | | | | |
| FUND 432 | 2003 | BOND | | | | | | | |
| FUND 433 | 2001 | TIF | | | | | | | |
| FUND 434 | 2000 | BOND | | | | | | | |
| FUND 435 | 1999 | TIF | | | | | | | |
| FUND 436 | 2012 | BOND | | | | | | | |
| 436-1220-431.94-83 | | | | | | CAPITAL PROJECTS / WEST 1ST STREET | | | |
| 1362 | | 09/21 AP | | 01/27/21 | 0000000 | AHLERS AND COONEY, P.C. | 143.00 | | 02/25/21 |
| | | | | | | 3118-W.1ST ST RECONST. | | | |
| | | | | | | 12/28/20-01/05/21 | | | |
| PROJECT#: | | | | | | 023118 | | | |
| | | | | | | ACCOUNT TOTAL | 143.00 | .00 | 143.00 |
| | | | | | | FUND TOTAL | 143.00 | .00 | 143.00 |
| FUND 437 | 2018 | BOND | | | | | | | |
| FUND 438 | 2020 | BOND FUND | | | | | | | |
| 438-1220-431.98-23 | | | | | | CAPITAL PROJECTS / GREENHILL RD & S MAIN INT | | | |
| 1362 | | 09/21 AP | | 02/17/21 | 0000000 | SHIVE-HATTERY | 3,472.00 | | 02/25/21 |
| | | | | | | 3228-GREENHILL/S MAIN INT | | | |
| | | | | | | SERVICES THRU 02/12/21 | | | |
| PROJECT#: | | | | | | 023228 | | | |
| 1362 | | 09/21 AP | | 01/21/21 | 0000000 | SHIVE-HATTERY | 20,287.30 | | 02/25/21 |
| | | | | | | 3228-GREENHILL/S MAIN INT | | | |
| | | | | | | SERVICES THRU 01/15/21 | | | |
| PROJECT#: | | | | | | 023228 | | | |
| | | | | | | ACCOUNT TOTAL | 23,759.30 | .00 | 23,759.30 |
| | | | | | | FUND TOTAL | 23,759.30 | .00 | 23,759.30 |
| FUND 439 | 2008 | BOND FUND | | | | | | | |
| FUND 443 | | CAPITAL PROJECTS | | | | | | | |
| FUND 472 | | PARKADE RENOVATION | | | | | | | |
| FUND 473 | | SIDEWALK ASSESSMENT | | | | | | | |
| 473-1220-431.98-99 | | | | | | CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT | | | |
| 1362 | | 09/21 AP | | 02/22/21 | 0000000 | FELDMAN CONCRETE | 1,838.94 | | 02/25/21 |
| | | | | | | 3204-2020 SIDEWALK ASSESS | | | |
| | | | | | | RETAINAGE | | | |
| PROJECT#: | | | | | | 023204 | | | |
| | | | | | | ACCOUNT TOTAL | 1,838.94 | .00 | 1,838.94 |
| | | | | | | FUND TOTAL | 1,838.94 | .00 | 1,838.94 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--------------------|--------|------------|----|-------|-----------------------------|--|----------|---------|--------------------|----------|
| FUND 483 | | | | | | ECONOMIC DEVELOPMENT | | | | |
| FUND 484 | | | | | | ECONOMIC DEVELOPMENT LAND | | | | |
| FUND 541 | | | | | | 2018 STORM WATER BONDS | | | | |
| FUND 544 | | | | | | 2008 SEWER BONDS | | | | |
| FUND 545 | | | | | | 2006 SEWER BONDS | | | | |
| FUND 546 | | | | | | SEWER IMPROVEMENT FUND | | | | |
| FUND 547 | | | | | | SEWER RESERVE FUND | | | | |
| FUND 548 | | | | | | 1997 SEWER BOND FUND | | | | |
| FUND 549 | | | | | | 1992 SEWER BOND FUND | | | | |
| FUND 550 | | | | | | 2000 SEWER BOND FUND | | | | |
| FUND 551 | | | | | | REFUSE FUND | | | | |
| 551-6685-436.72-16 | | | | | | OPERATING SUPPLIES / TOOLS | | | | |
| 1381 | | | | 09/21 | AP 02/11/21 0000000 | MENARDS-CEDAR FALLS TOOLS FOR GLASS DUMPSTER PROJECT | 19.17 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 19.17 | .00 | 19.17 | |
| 551-6685-436.73-01 | | | | | | OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | |
| 1379 | | | | 09/21 | AP 02/12/21 0000000 | ECHO GROUP, INC. | 42.51 | | | 02/25/21 |
| | | | | | | PARTS-GLASS ROLL OFF | | | | |
| 1379 | | | | 09/21 | AP 02/11/21 0000000 | ECHO GROUP, INC. | 85.17 | | | 02/25/21 |
| | | | | | | PARTS-GLASS DUMPSTER | | | | |
| 1379 | | | | 09/21 | AP 02/11/21 0000000 | ECHO GROUP, INC. | 14.17 | | | 02/25/21 |
| | | | | | | PARTS-GLASS DUMPSTER | | | | |
| 1381 | | | | 09/21 | AP 02/11/21 0000000 | MENARDS-CEDAR FALLS ANTI SPATTER SPRAY GLASS DUMPSTER PROJECT | 6.19 | | | 02/25/21 |
| | | | | | | ACCOUNT TOTAL | 148.04 | .00 | 148.04 | |
| 551-6685-436.73-06 | | | | | | OTHER SUPPLIES / BUILDING REPAIR | | | | |
| 1335 | | | | 09/21 | AP 01/29/21 0000000 | CHRISTIE DOOR COMPANY | 155.00 | | | 02/25/21 |
| | | | | | | OVERHEAD DOOR REPAIR | | | | |
| | | | | | | ACCOUNT TOTAL | 155.00 | .00 | 155.00 | |
| 551-6685-436.86-37 | | | | | | REPAIR & MAINTENANCE / REFUSE CART TRACKING SW | | | | |
| 1381 | | | | 09/21 | AP 02/09/21 0000000 | SIEBER CONSULTING | 6,414.03 | | | 02/25/21 |
| | | | | | | TWO YARD WASTE SYSTEMS FOR AUTOMATED TRUCKS | | | | |
| 1335 | | | | 09/21 | AP 01/29/21 0000000 | SIEBER CONSULTING | 2,426.31 | | | 02/25/21 |
| | | | | | | AUTO TUNING MODULE, REPROGRAM MDTs | | | | |
| | | | | | | ACCOUNT TOTAL | 8,840.34 | .00 | 8,840.34 | |
| 551-6685-436.87-02 | | | | | | RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | |
| 1381 | | | | 09/21 | AP 02/12/21 0000000 | MIDWEST ELECTRONIC RECOVERY | 365.90 | | | 02/25/21 |
| | | | | | | ELECTRONIC RECYCLING | | | | |
| 1379 | | | | 09/21 | AP 02/06/21 0000000 | LIBERTY TIRE RECYCLING, LLC | 468.02 | | | 02/25/21 |

PREPARED 02/25/2021, 11:11:03
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 08/2021

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|-------|---------------------|-------------------------------|-----------|---------|-----------------|----------|
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | continued | | | | |
| 1335 | | | | 09/21 | AP 02/05/21 0000000 | MIDWEST ELECTRONIC RECOVERY | 575.80 | | | 02/25/21 |
| | | | | | | SCRAP TIRE RECYCLING | | | | |
| | | | | | | E WASTE RECYCLING | | | | |
| ACCOUNT TOTAL | | | | | | | 1,409.72 | .00 | 1,409.72 | |
| FUND TOTAL | | | | | | | 10,572.27 | .00 | 10,572.27 | |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES | | | | | | | | | | |
| 1344 | | | | 09/21 | AP 02/12/21 0000000 | MENARDS-CEDAR FALLS | 68.09 | | | 02/25/21 |
| | | | | | | FLOOR SEALER,MOP BUCKET | | | | |
| 1344 | | | | 09/21 | AP 01/21/21 0000000 | BDI-BEARING SERVICE COMPANY | 109.04 | | | 02/25/21 |
| | | | | | | BUILDING GEN.BEARING | | | | |
| ACCOUNT TOTAL | | | | | | | 177.13 | .00 | 177.13 | |
| 552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | | |
| 1344 | | | | 09/21 | AP 02/10/21 0000000 | PROSHIELD FIRE & SECURITY | 457.00 | | | 02/25/21 |
| | | | | | | FIRE EXT INSPECTIONS | | | | |
| ACCOUNT TOTAL | | | | | | | 457.00 | .00 | 457.00 | |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | | |
| 1344 | | | | 09/21 | AP 02/09/21 0000000 | FERGUSON ENTERPRISES, INC. | 40.15 | | | 02/25/21 |
| | | | | | | PLUMBING PARTS | | | | |
| 1344 | | | | 09/21 | AP 02/09/21 0000000 | O'DONNELL ACE HARDWARE | 57.17 | | | 02/25/21 |
| | | | | | | CLEANERS,ADHESIVES | | | | |
| 1344 | | | | 09/21 | AP 01/26/21 0000000 | MILLER MECHANICAL SPECIALITIE | 2,392.65 | | | 02/25/21 |
| | | | | | | VALVE PARTS | | | | |
| 1344 | | | | 09/21 | AP 01/21/21 0000000 | ELECTRONIC ENGINEERING | 547.56 | | | 02/25/21 |
| | | | | | | ALARM PARTS | | | | |
| ACCOUNT TOTAL | | | | | | | 3,037.53 | .00 | 3,037.53 | |
| 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | | | |
| 1344 | | | | 09/21 | AP 02/08/21 0000000 | CITY LAUNDERING CO. | 38.75 | | | 02/25/21 |
| | | | | | | RUGS | | | | |
| ACCOUNT TOTAL | | | | | | | 38.75 | .00 | 38.75 | |
| 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING | | | | | | | | | | |
| 1344 | | | | 09/21 | AP 02/12/21 0000000 | TESTAMERICA LABORATORIES, INC | 411.98 | | | 02/25/21 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|-----------|---------------|----|----------|-----------------------|--|-----------|---------|--------------------|----------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING | | | | | | | | | | |
| LAB TESTS | | | | | | | | | | |
| | | | | | | | 411.98 | 0.00 | 411.98 | |
| ACCOUNT TOTAL | | | | | | | | | | |
| FUND TOTAL | | | | | | | 4,122.39 | 0.00 | 4,122.39 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 1341 | | 09/21 AP | | 01/13/21 | 0000000 | STOREY KENWORTHY BLUE BAR PAPER | 349.45 | | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 349.45 | 0.00 | 349.45 | |
| 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 1341 | | 09/21 AP | | 02/10/21 | 0000000 | KOCH OFFICE GROUP TONER-ENVELOPE PRINTER | 188.99 | | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 188.99 | 0.00 | 188.99 | |
| FUND TOTAL | | | | | | | 538.44 | 0.00 | 538.44 | |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | |
| 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/15/21 | 0000000 | DICK'S PETROLEUM COMPANY | 856.47 | | | 02/25/21 |
| 1335 | | 09/21 AP | | 02/11/21 | 0000000 | DIESEL PUMP REPAIR AT 2200 TECH BLACK HAWK RENTAL | 26.00 | | | 02/25/21 |
| 1379 | | 09/21 AP | | 02/10/21 | 0000000 | PROPANE REFILL HTP ENERGY | 13,684.54 | | | 02/25/21 |
| 1379 | | 09/21 AP | | 01/31/21 | 0000000 | #1 DIESEL AT 2200 TECH AIRGAS USA, LLC CUTTING AND WELDING GAS | 67.58 | | | 02/25/21 |
| ACCOUNT TOTAL | | | | | | | 14,634.59 | 0.00 | 14,634.59 | |
| 685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | | |
| 1335 | | 09/21 AP | | 02/01/21 | 0000000 | W.REEVES AND ASSOCIATES INC LED ROADWAY LIGHTS | 422.09 | | | 02/25/21 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|---|-----------|---------------|----|----------|-----------------------|--------------------------|-----------|---------|--------------------|----------|--|
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | | |
| 685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 422.09 | .00 | 422.09 | | |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | | | | | | |
| 1381 | | 09/21 AP | | 02/22/21 | 0000000 | WATERLOO PETERBILT, INC. | 76.99 | | | 02/25/21 | |
| | | | | | | #278 TRIM PIECE | | | | | |
| 1379 | | 09/21 AP | | 02/19/21 | 0000000 | LEGACY FIRE APPARATUS | 26.23 | | | 02/25/21 | |
| | | | | | | PLATFORM CONTROL KNOB | | | | | |
| | | | | | | #FDP511 | | | | | |
| 1381 | | 09/21 AP | | 02/19/21 | 0000000 | WATERLOO PETERBILT, INC. | 117.98 | | | 02/25/21 | |
| | | | | | | #278 CAB AIR BAGS | | | | | |
| 1379 | | 09/21 AP | | 02/15/21 | 0000000 | LAWSON PRODUCTS, INC. | 1,335.02 | | | 02/25/21 | |
| | | | | | | MISC SHOP SUPPLIES | | | | | |
| 1335 | | 09/21 AP | | 02/02/21 | 0000000 | KNM SERVICES, INC. | 63.41 | | | 02/25/21 | |
| | | | | | | SEAL KIT AND CAP FOR | | | | | |
| | | | | | | #2101 PLOW | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,619.63 | .00 | 1,619.63 | | |
| 685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | | | | |
| 1379 | | 09/21 AP | | 02/11/21 | 0000000 | CITY LAUNDERING CO. | 35.00 | | | 02/25/21 | |
| | | | | | | SHOP TOWELS | | | | | |
| ACCOUNT TOTAL | | | | | | | 35.00 | .00 | 35.00 | | |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY | | | | | | | | | | | |
| 1381 | | 09/21 AP | | 02/10/21 | 0000000 | SIGNS BY TOMORROW | 429.00 | | | 02/25/21 | |
| | | | | | | #FD551 DECALS | | | | | |
| 1335 | | 09/21 AP | | 02/09/21 | 0000000 | DENT TEK-IOWA LLC | 125.00 | | | 02/25/21 | |
| | | | | | | REPAIRED DENT ON | | | | | |
| | | | | | | PASSENGER DOOR #PD03 | | | | | |
| 1381 | | 09/21 AP | | 01/27/21 | 0000000 | RASMUSSEN CO., THE | 250.00 | | | 02/25/21 | |
| | | | | | | TOWED #264 BACK TO SHOP | | | | | |
| 1381 | | 09/21 AP | | 01/27/21 | 0000000 | RASMUSSEN CO., THE | 250.00 | | | 02/25/21 | |
| | | | | | | TOWED #340 BACK TO SHOP | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,054.00 | .00 | 1,054.00 | | |
| 685-6698-446.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | | |
| 1381 | | 09/21 AP | | 01/29/21 | 0000000 | TOYOTA OF DES MOINES | 26,050.00 | | | 02/25/21 | |
| | | | | | | 2021 CAMRY PURCHASE FOR | | | | | |
| | | | | | | ADMIN POOL VM 00619 | | | | | |
| ACCOUNT TOTAL | | | | | | | 26,050.00 | .00 | 26,050.00 | | |
| FUND TOTAL | | | | | | | 43,815.31 | .00 | 43,815.31 | | |

ACCOUNT ACTIVITY LISTING

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | DEBITS | CREDITS | CURRENT |
|--------------------|---------------------------------|-------|-------------------|---------|---------------------------------|-------------|------------|---------|--------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 686 | PAYROLL FUND | | | | | | | | |
| FUND 687 | WORKERS COMPENSATION FUND | | | | | | | | |
| FUND 688 | LTD INSURANCE FUND | | | | | | | | |
| FUND 689 | LIABILITY INSURANCE FUND | | | | | | | | |
| 689-1902-457.51-05 | INSURANCE / LIABILITY INSURANCE | | | | | | | | |
| 1341 | 09/21 | AP | 02/01/21 | 0000000 | REDFERN, MASON, LARSEN & MOORE, | | 30.00 | | 02/25/21 |
| | | | | | LIAB:J BALIK | | | | 01/27/21 |
| 1341 | 09/21 | AP | 01/07/21 | 0000000 | LANDSCAPE FORMS INC | | 4,650.00 | | 02/25/21 |
| | | | | | DMGD BENCH & TRASH RECEP. | | | | DOL 11/15/20 |
| | | | | | ACCOUNT TOTAL | | 4,680.00 | .00 | 4,680.00 |
| | | | | | FUND TOTAL | | 4,680.00 | .00 | 4,680.00 |
| FUND 724 | TRUST & AGENCY | | | | | | | | |
| FUND 727 | GREENWOOD CEMETERY P-CARE | | | | | | | | |
| FUND 728 | FAIRVIEW CEMETERY P-CARE | | | | | | | | |
| FUND 729 | HILLSIDE CEMETERY P-CARE | | | | | | | | |
| FUND 790 | FLOOD LEVY | | | | | | | | |
| | | | | | GRAND TOTAL | | 149,526.24 | .00 | 149,526.24 |