



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 20, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of May 6, 2019.

Agenda Revisions

Old Business

2. Pass Ordinance #2940, amending Chapter 2, Administration, of the Code of Ordinances relative to reorganization of City operations, upon its second consideration.
3. Pass Ordinance #2941, amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, upon its second consideration.
4. Pass Ordinance #2942, amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, upon its second consideration.
5. Pass Ordinance #2943, amending certain sections of the Code of Ordinances to be in conformance with the Code of Iowa and consistent with current City operations, upon its second consideration.

New Business

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

6. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Isaak Espersen, Board of Rental Housing Appeals, term ending 05/01/2021.
 - b) James White, Health Trust Fund Board of Trustees, term ending 12/31/2024.
 - c) Carol Lilly, Parks & Recreation Commission, term ending 06/30/2022.
 - d) Marvin Mattfeld, Parks & Recreation Commission, term ending 06/30/2022.
 - e) Leslie Nixon, Parks & Recreation Commission, term ending 06/30/2022.
7. Receive and file the Committee of the Whole minutes of May 6, 2019 relative to the following items:
 - a) Panther Lane No Parking Request.
 - b) River Gauge and Gates.
 - c) Red Cedar Update.
 - d) Bills & Payroll.
8. Receive and file the City Council Work Session minutes of May 6, 2019.
9. Approve a request for temporary signs for the College Hill Arts Festival, June 18-23, 2019.

10. Approve the following special event related requests:
 - a) Street closure, East 10th Street, June 7, 2019.
 - b) Street closure, Hearthside Drive, July 3, 2019.

11. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Casey's General Store, 2425 Center Street.
 - b) Casey's General Store, 5226 University Avenue.
 - c) Casey's General Store, 5908 Nordic Drive.
 - d) Casey's General Store, 601 Main Street.
 - e) Casey's General Store, 1225 Fountains Way.
 - f) King Star, 2228 Lincoln Street.
 - g) Kwik Star, 7500 Nordic Drive.
 - h) Kwik Star, 2019 College Street.
 - i) Metro Mart, 103 Franklin Street.
 - j) Music Station, 1420 West 1st Street.
 - k) SUDS, 2223 1/2 College Street.
 - l) Thunder Ridge Ampride, 2425 Whitetail Drive.
 - m) Tobacco Outlet Plus, 4116 University Avenue.
 - n) Walgreens, 2509 Whitetail Drive.

12. Approve the following applications for beer permits and liquor licenses:
 - a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
 - b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
 - c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
 - d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
 - e) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
 - f) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
 - g) Prime Mart, 2323 Main Street, Class E liquor - renewal.
 - h) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - adding outdoor service.
 - i) Hurling Hatchet, 100 East 2nd Street, Class B beer - new.
 - j) Casey's General Store, 5226 University Avenue, Class E liquor - new.

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

13. Resolution approving and authorizing execution of a Request for Group Insurance Amendment to the City's Group Life and Accidental Death & Dismemberment policy with Standard Insurance Company.

14. Resolution approving and authorizing execution of a Dark Fiber and Electric Agreement with Municipal Electric and Communications Utilities of the City of Cedar Falls (CFU) relative to cameras in the College Hill area.

15. Resolution approving and authorizing execution of a Telephone Services Agreement with Cedar Falls Utilities relative to Session Initiation Protocol (SIP) service.

16. Resolution approving and authorizing execution of an agreement with RDG Planning & Design relative to the Cedar Falls Recreation Center Operations and Needs Study.

17. Resolution approving and authorizing the expenditure of funds for the purchase of a wheel loader.

18. Resolution approving and accepting an Owner's Temporary Construction Easement, Warranty Deed and Quit Claim Deed, in conjunction with the Ridgeway Avenue Reconstruction Project.

19. Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$788,375.05, for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

- [20.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Lodge Construction Inc., in the amount of \$271,063.80, for the 100 Block Alley Reconstruction Project.
- [21.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$1,849,429.16, for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.
- [22.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.
- [23.](#) Resolution approving a Major Thoroughfare Planned Commercial (MPC) zoning district site plan for construction of a storage shed at 5601 University Avenue.
- [24.](#) Resolution approving a Professional Office (PO-1) zoning district site plan for construction of a medical office on Lot 2 of the Schofield Stevenson Office Park, located in the 1000 block of Hudson Road.
- [25.](#) Resolution approving the preliminary plat of Western Home Communities Ninth Addition.
- [26.](#) Resolution approving form and authorizing execution of an Application for Voluntary Annexation of real estate to the City of Cedar Falls relative to expansion of the West Viking Road Industrial Park.
- [27.](#) Resolution approving and accepting the low bid, and approving and authorizing execution of two Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.
- [28.](#) Resolution approving and authorizing execution of a contract with Peterson Contractors, Inc. for 2019 Hazard Mitigation Services.
- [29.](#) Resolution setting June 3, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Owen 5, L.L.C.

Ordinances

- [30.](#) Pass an ordinance amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its first consideration.
- 31. Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its first consideration.

Allow Bills and Payroll

- 32. Allow Bills and Payroll of May 20, 2019.

City Council Referrals

City Council Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MAY 6, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

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

- 52296 - It was moved by Kruse and seconded by Green that the minutes of the Regular Meeting of April 15, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52297 - It was moved by Blanford and seconded by Kruse that the minutes of the Special Meeting of April 25, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- Mayor Brown read a proclamation declaring May 2019 as Cedar Falls Historic Preservation Month and recognized Historic Preservation Commission member Meredith Main in attendance at the meeting.
- Mayor Brown read a proclamation declaring May 6-11, 2019 as National Economic Development Week and recognized Grow Cedar Valley Representative Lisa Skubal in attendance at the meeting.
- Mayor Brown read a proclamation declaring May 11, 2019 as Letter Carriers' Food Drive Day and Postal Service Representative Olivia Balik commented.
- 52298 - Mayor Brown announced that in accordance with the public notice of April 19, 2019, this was the time and place for a public hearing on the proposed amendments to the City's FY19 Budget. It was then moved by Miller and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52299 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Controller/City Treasurer Roeding commented briefly. Larry Wyckoff, 4241 Eastpark Road, spoke in opposition to the proposed amendments. There being no one else present wishing to speak about the Budget amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 52300 - It was moved by Wieland and seconded by Miller that Resolution #21,507, approving and adopting amendments to the City's FY19 Budget, be adopted. Following questions by Councilmembers Blanford and deBuhr, and responses by Controller/City Treasurer Roeding and Public Safety Services Director Olson, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah,

- Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,507 duly passed and adopted.
- 52301 - Mayor Brown announced that in accordance with the public notice of April 19, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52302 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer II Tolan provided a brief explanation of the project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52303 - It was moved by deBuhr and seconded by Blanford that Resolution #21,508, approving and adopting the plans, specifications, form of contract & estimate of cost for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,508 duly passed and adopted.
- 52304 - Mayor Brown announced that in accordance with the public notice of April 19, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive. It was then moved by Miller and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52305 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Schrage provided a brief explanation of the project. Larry Wyckoff, 4241 Eastpark Road, and Jim Skaine, 2215 Clay Street, spoke in opposition to the project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52306 - It was moved by Darrah and seconded by Kruse that Resolution #21,509, approving and adopting the plans, specifications, form of contract & estimate of cost for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive, be adopted. Following a question by Councilmember deBuhr 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: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,509 duly passed and adopted.

- 52307 - Mayor Brown announced that in accordance with the public notice of April 19, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 100 Block Alley Reconstruction Project. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52308 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief project explanation and Larry Wyckoff, 4241 Eastpark Road, commented. There being no one else present wishing to speak about the plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52309 - It was moved by Miller and seconded by Wieland that Resolution #21,510, approving and adopting the plans, specifications, form of contract & estimate of cost for the 100 Block Alley Reconstruction Project, be adopted. Following a question by Councilmember Green and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,510 duly passed and adopted.
- 52310 - Mayor Brown announced that in accordance with the public notice of April 29, 2019, this was the time and place for a public hearing on the FY19-23 Consolidated Plan and FY19 Annual Action Plan for Community Development Block Grant & HOME Program funding. It was then moved by Wieland and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52311 - The Mayor then asked if there were any written communications filed to the Plans. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief explanation of the plans. There being no one else present wishing to speak about the plans, the Mayor declared the hearing closed and passed to the next order of business.
- 52312 - It was moved by Blanford and seconded by deBuhr that Resolution #21,511, approving and authorizing submission of the FY19-23 Consolidated Plan and FY19 Annual Action Plan for Community Development Block Grant & HOME Program funding, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,511 duly passed and adopted.
- 52313 - It was moved by Wieland and seconded by Darrah that Ordinance #2939, amending Chapter 26, Zoning, of the Code of Ordinances relative to the College

Hill Neighborhood (CHN) Overlay Zoning District, be passed upon its third and final consideration.

It was then moved by Kruse to table the motion until the College Hill Parking Study is completed. Motion failed for lack of second.

It was then moved by Green and seconded by Kruse to table the motion until the May 20, 2019 Council. Following questions and comments by Councilmembers Blanford, deBuhr, Green and Miller, and responses by City Administrator Gaines, City Attorney Rogers and Finance & Business Operations Director Rodenbeck, the motion to table failed 2-5 with Councilmembers Miller, deBuhr, Blanford, Darrah and Wieland voting nay.

Following additional questions and comments by Councilmembers Green, Miller, Kruse, deBuhr, Darrah and Blanford, and responses by Director Rodenbeck, the Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland. Nay: Kruse, Green. Motion carried. The Mayor then declared Ordinance #2939 duly passed and adopted.

52314 - It was moved by Green and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Paul Lee to the Civil Service Commission, term ending 04/06/2020.

Receive and file the Committee of the Whole minutes of April 15, 2019 relative to the following items:

- a) Small Cell Siting.
- b) Bills & Payroll.

Receive and file Departmental Monthly Reports of March 2019.

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

- a) Storm Water Specialist.
- b) Public Safety Supervisor - Lieutenant.
- c) Public Safety Supervisor - Captain.

Receive and file the 2018 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.

Receive and file the Bi-Annual Report of Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19 Economic Development Grant.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19

Economic Development Grant.

Receive and file three Reports of Compensation Commissioners and Notices of Appraisalment of Damages and Time of Appeal, in conjunction with the West 1st Street Reconstruction Project.

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

- (1) Five Corners Liquor & Wine, 809 East 18th Street.
- (2) Hansen's Dairy, 123 East 18th Street.
- (3) Happy's Wine & Spirits, 5925 University Avenue.
- (4) Hy-Vee Food Store, 6301 University Avenue.
- (5) Hy-Vee Gas, 6527 University Avenue.
- (6) Prime Mart, 2323 Main Street.
- (7) The Landmark, 107 Main Street.
- (8) Up In Smoke, 2218 College Street.
- (9) Wal-Mart, 525 Brandilynn Boulevard.
- (10) ZSAVOOZ, 206 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- a) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
- b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- c) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
- d) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
- e) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor & outdoor service - sidewalk café.
- f) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.
- g) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.
- h) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class C liquor & outdoor service - 6-month permit.
- i) Casey's General Store, 2425 Center Street, Class E liquor - new.

Following appreciation expressed by Councilmember deBuhr to Paul Lee, the motion carried unanimously.

- 52315 - It was moved by Blanford and seconded by Darrah to approve the recommendation of the Mayor relative to the appointment of Rebecca Aberle as Student Liaison, term ending 04/30/2020.

Current Northern Iowa Student Liaison Jacob Madden commented, introduced Rebecca Aberle, and requested that she take his seat upon approval. Following comments by Green and Blanford to honor the request, and expressing appreciation to Jacob Madden, the motion carried unanimously.

- 52316 - It was moved by Wieland and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,512, approving and authorizing execution of a Consulting

Agreement with Holmes Murphy & Associates, Inc. relative to employee benefits consulting services.

Resolution #21,513, approving and authorizing execution of an Amendment to the Employer Participation Agreement with Express Scripts, Inc. relative to auditing of pharmacy benefit management services.

Resolution #21,514, approving and authorizing the expenditure of funds for the purchase of printers and copiers.

Resolution #21,515, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 115-119 Main Street.

Resolution #21,516, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission & Towing.

Resolution #21,517, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with The Rasmusson Company.

Resolution #21,518, approving and authorizing the expenditure of funds for the purchase of a grapple loader truck.

Resolution #21,519, approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2019 Permeable Alley Project.

Resolution #21,520, approving and accepting a Lien Notice and Special Promissory Note for property located at 315 Franklin Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,521, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Riverwise Engineering, LLC for bathymetric survey services relative to the Cedar River Recreational Improvement Project.

Resolution #21,522, approving and authorizing execution of a Contract for Appraisal Services with Rally Appraisal relative to the 2019 Northern Cedar Falls Flood Buyout Program.

Resolution #21,523, approving and authorizing execution of an Encroachment Agreement with the North Cedar Neighborhood Association relative to placement of a neighborhood sign within the public right-of-way.

Resolution #21,524, approving the preliminary plat of Furn Subdivision.

Resolution #21,525, approving the final plat of Furn Subdivision.

Resolution #21,526, approving an S-1 Shopping Center District site plan for redevelopment of a building located at 6301 University Avenue.

Resolution #21,527, approving and authorizing execution of a Developmental

Procedures Agreement with Furn USA IA-Cedar Falls, LLC relative to property located at 6301 University Avenue.

Resolution #21,528, approving the reassignment of a Professional Service Agreement from Community ReCode, LLC to Ferrell Madden, LLC relative to the Downtown Visioning & Zoning Code Update Project.

Resolution #21,529, approving and adopting Project Priorities for the Downtown Visioning & Zoning Code Update.

Resolution #21,530, approving the proposal of Sturgis Falls Celebration, Inc. to construct a permanent stage, and waiving the variance application fee.

Resolution #21,531, approving and authorizing execution of five Memorandums of Agreement for stair reconstruction, in conjunction with the 100 Block Alley Reconstruction Project.

Resolution #21,532, approving and authorizing execution of Supplemental Agreement No. 5 with Snyder & Associates, Inc. for 2019 Engineering Services relative to the 2nd Street Reconstruction-Main to Washington and 3rd Street Reconstruction-State to Washington Projects.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,512 through #21,532 duly passed and adopted.

- 52317 - It was moved by Miller and seconded by deBuhr that Resolution #21,533, approving and authorizing execution of a Memorandum of Understanding with the Black Hawk County Pheasants Forever & Quail Forever Chapter relative to the Youth Pollinator Habitat Project, be adopted.

Following a question by Councilmember Miller and response by Municipal Operations and Programs Director Ripplinger, it was moved by Miller and seconded by Darrah to amend the memorandum of understanding to reflect the project location of Police Officers Memorial Park only. Motion to amend carried unanimously.

The Mayor then put the question on the amended motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,533 duly passed and adopted, as amended.

- 52318 - It was moved by Darrah and seconded by Green that Resolution #21,534, approving and accepting two Temporary Construction Easements, one Warranty Deed and one Special Warranty Deed, in conjunction with the Ridgeway Avenue Reconstruction Project, be adopted.

Following clarification by City Attorney Rogers stating that acceptance of the

Special Warranty Deed is contingent upon the current tenant of the property (Mills Properties, LLC) also conveying or transferring to the City, its leasehold interest in the parcel being conveyed in fee by VEREIT Real Estate, LP, at no cost to the City, it was then moved by Kruse and seconded by deBuhr to amend the motion. Motion carried unanimously.

The Mayor then put the question on the amended motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,534 duly passed and adopted, as amended.

- 52319 - It was moved by Darrah and seconded by Miller that Resolution #21,535, approving and authorizing execution of a contract with the Cedar Falls Woman's Club for use of their facility for a charrette relative to the Downtown Visioning & Zoning Code Update, be adopted. Following a question by Councilmember Green and response by Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,535 duly passed and adopted.
- 52320 - It was moved by Darrah and seconded by Miller that Ordinance #2940, amending Chapter 2, Administration, of the Code of Ordinances relative to the reorganization of City operations, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52321 - It was moved by Green and seconded by Kruse that Ordinance #2941, amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52322 - It was moved by Kruse and seconded by Blanford that Ordinance #2942, amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Division Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52323 - It was moved by Darrah and seconded by Kruse that Ordinance #2943, amending certain sections of the Code of Ordinances to be in conformance with

the Code of Iowa and consistent with current City operations, upon its first consideration, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52324 - It was moved by deBuhr and seconded by Miller that the bills and payroll of May 6, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52325 - Councilmember Blanford expressed appreciation to the volunteers who participated in the Downtown cleanup efforts earlier in the day.

Councilmember Darrah announced the Human Rights Commission Annual Retreat on May 14, 2019 at the Cedar Falls Public Library.

Community Services Director Sheetz announced the public meeting for the Parkade Brick Design on May 7, 2019 from 5-6:30 P.M., and also announced that the City would be receiving Engineering Awards for the University Avenue Reconstruction and Dry Run Creek Sanitary Sewer Projects.

Finance & Business Operations Director Rodenbeck announced the College Hill Parking Study public workshop on May 13, 2019 from 6-8 P.M. at the University of Northern Iowa Center for Energy and Environmental Education.

Public Safety Services Director Olson commented and presented a video to illustrate the early response benefits of public safety officers and the teamwork between public safety officers and firefighters.

52326 - It was moved by Kruse and seconded by Green to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, and Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52327 - Mayor Brown and City Attorney Rogers responded to comments by Jim Skaine, 2215 Clay Street, regarding Robert's Rules of Order.

City Administrator Gaines responded to questions and comments by Councilmembers Green, Blanford, Darrah and Weiland, and concerns expressed

by the following citizens regarding traffic safety issues in the neighborhood since the new Aldrich Elementary School opened.

Jacque Preston, 2228 Erik Road
Ryan Pence, 5420 Ironwood Drive
Erik Fuessel, 2425 Erik Road
Rachel Wallace, 5205 Ironwood Drive

Finance & Business Operations Director Rodenbeck, City Administrator Gaines and Public Safety Services Director Olson responded to questions and comments by Councilmembers Miller and Blanford, and the following citizens regarding the public safety budget and model for staffing and overtime.

Whitney Smith, 2904 Neola Street
Darren Yoder, 3919 Beaver Ridge Trail
Sharon Regenold, 108 Lilliput Lane
Simon Harding, 2238 Sunnyside Circle

The City Council adjourned to Executive Session at 9:13 P.M.

Mayor Brown reconvened the City Council meeting at 9:27 P.M. and stated that Legal Matters and Property Acquisition had been discussed but that no further action was required at this time.

52328 - It was moved by Miller and seconded by Green that the meeting be adjourned at 9:28 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2940

AN ORDINANCE **(1)** REPEALING ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, DIVISION 4, INSPECTION SERVICES DIVISION, AND DIVISION 5, WATER RECLAMATION DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING NEW DIVISION 1, GENERALLY, NEW DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, NEW DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, NEW DIVISION 4, INSPECTION SERVICES DIVISION, AND NEW DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION; **(2)** REPEALING ARTICLE VII, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PUBLIC WORKS AND PARKS DIVISION, DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, AND DIVISION 4, RECREATION AND COMMUNITY PROGRAMS DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, AND DIVISION 4, WATER RECLAMATION DIVISION.

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

Section 1. Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE VI. DEPARTMENT OF COMMUNITY DEVELOPMENT

Division 1. Generally

Sec. 2-652. Created.

There is hereby established in the city the department of community development. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-436; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-653. Duties.

It shall be the duty of the community development department to plan, coordinate and assist in the safe and efficient development of the city by the public and private sectors. Duties shall include:

- (1) Professional planning services encompassing supervision of planning, architectural and landscape architectural consultants; zoning administration; capital improvements programming; subdivision design; and comprehensive planning including population projections, economic forecasts, land use planning and other special long range studies.
- (2) Building, plumbing, electrical and mechanical inspection services for all construction types.
- (3) Economic development coordination and assistance which expands the city's employment and tax base in a safe and efficient manner.
- (4) Grantsmanship activities for all city departments and programs, including interstate substitution, community development block grants, federal or state rent assistance programs, federal or state rehabilitation programs and federal or state conservation programs.
- (5) Operation and maintenance of public drainageways, storm sewers, catchbasins, dams, flood control properties and stormwater detention facilities.
- (6) Operation and maintenance of other public structures, programs or facilities specifically assigned by the city administrator, mayor or city council.
- (7) Adherence to the city's landlord accountability code (chapter 11, article II, division 5), maintenance and nuisance codes, and all other code-related enforcement.

(Code 2017, § 2-437; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-654. Director of community development—Generally.

- (a) *Appointment.* The director of community development shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
 - (1) The director of community development shall supervise, direct and manage the conduct of the following divisions:
 - a. Planning and community services.
 - b. Visitors and tourism/cultural programs.
 - c. Inspection services.
 - d. Recreation and community programs.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a planning and community services manager, building official, visitors and tourism/cultural programs manager and recreation and community programs

manager to serve as division heads. The division heads are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of their respective divisions. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with a full range of developmental services. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.

- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
- (4) The director shall perform all duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-438; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-655. Director of community development—Duties relative to boards, commissions and committees.

The director of community development or the director's designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Planning and zoning commission.
- (2) Board of adjustment.
- (3) Housing commission.
- (4) Plumbing examiners, electrical examiners and board of appeals.
- (5) Metropolitan transportation board.
- (6) Waterloo airport zoning commission.
- (7) Historic preservation commission.
- (8) Iowa Northland regional council of governments.
- (9) Cedar Valley partnership.
- (10) City neighborhood organizations (such as Community Main Street, College Hill Partnership, Overman Park Neighborhood Association, and Northern Cedar Falls Neighborhood Association).
- (11) Board of rental housing appeals.
- (12) Waterloo airport commission.
- (13) Art and culture board.
- (14) Visitors and tourism board.
- (15) Island Park Beach House board
- (16) Any applicable federal and state agencies, such as the state department of natural resources, the state economic development authority, the state department of transportation, the United States Environmental Protection Agency, the United States Department of Housing and Urban Development, the United States Federal Emergency Management Administration, and the United States Federal Housing Authority.

(Code 2017, § 2-439; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-656. Acting director of community development.

Whenever the director of community development is out of the city or unable to act on account of sickness or for any other reason, including those periods of time when the city administrator has not appointed a director of community development, the director of community development or city administrator shall appoint one of the division heads as the acting director of community development. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-440; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-657. Authority of council.

All final authority over the administration and policy of the department of community development shall be retained and exercised by the city council.

(Code 2017, § 2-441; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 2. PLANNING AND COMMUNITY SERVICES DIVISION

Sec. 2-688. Created.

The planning and community services division of the department of community development for the city is hereby created.

(Code 2017, § 2-461; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-689. Duties.

- (a) It shall be the duty of the planning and community services division of the department of community development to provide a full range of professional planning services for all city departments, public projects and citizens of the city.
- (b) The division shall have the power to coordinate all long-range plans developed by any public entity in the city.
- (c) It shall also be the duty of this division to coordinate municipal economic development and housing programs.

(Code 2017, § 2-462; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Duties.* The planning and community services manager shall supervise, direct and manage the planning and community services division, composed of the planning, economic development, and community development sections. The manager's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the planning and community services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
 - (3) Assigning the personnel of the planning and community services division as deemed necessary to carry out the functions of the planning and community services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of community development.
 - (5) Working with federal, state and adjoining local governments in implementing the city's economic development and community development programs.
 - (6) Supervising and coordinating development and implementation of the city's comprehensive plan, subdivision and zoning ordinances, including the necessary research, analysis, plan preparation, design, program development and writing and editing of reports; supervising and coordinating development and implementation of the city's community development, economic development and redevelopment plans, including marketing, business development and financial assistance, and coordinating with other departments and agencies regarding the city's housing programs.
 - (7) Preparing and administering the division's work program and budget after consultation with the planning and zoning commission, assigning staff, determining schedules and reviewing progress on the work program.
 - (8) Working on economic development matters in cooperation with the city administrator, mayor, city council and metropolitan economic development committees, and appearing, either in person or by agent, before the council and committees.
 - (9) Administering the community development block grant program, including serving as contract compliance officer, monitoring outside contracted services to other departments and agencies and procuring and managing all necessary state and federal grants.
 - (10) Supervising, coordinating and reviewing work performed by professional consulting firms retained for planning, development and redevelopment studies.
 - (11) Supervising and coordinating analysis of the city's physical and socioeconomic characteristics and direct land use, population and economic forecasts.
 - (12) Acting as technical advisor on planning and development matters to the city administrator, mayor, city council and planning and zoning commission, and appealing, either in person or by agent before the council and commission to report or advise on major planning and community development projects, significant economic, housing, land use and population study findings, and new planning and development techniques being utilized in other communities.
 - (13) Working with all city departments in matters relating to planning and community development programs.
 - (14) Reviewing all public projects undertaken by city departments, special districts, the county and other governmental agencies to ensure they are compatible with city plans.
 - (15) Aiding the planning and zoning commission and city council in the development of the capital improvements program and other long-term financial plans.

- (16) Preparing educational and informational materials; consulting with developers, public officials and citizens on planning and development matters; and coordinating and reviewing work performed by professional consulting firms retained for planning and development studies.
- (17) Supervising and having jurisdiction over the conduct of the zoning administrator and the enforcement of all zoning regulations enacted by the city.
- (18) Coordinating metropolitan planning efforts related to transportation, economic development and other related activities with all other affected entities.
- (19) Serving as the city representative on the metropolitan transportation board.
- (20) Providing staff support to the city board of adjustment, city planning and zoning commission, housing commission and board of rental housing appeals.
- (21) Supervising and managing the city's housing programs, including rental assistance, rental rehabilitation, moderate rehabilitation, emergency repairs, housing rehabilitation, housing vouchers and others as these become available.

(Code 2017, § 2-463; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-691. Acting planning and community services manager.

Whenever the planning and community services manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a planning and community services manager, the planning and community services manager or the director of community development shall appoint a designee who shall have and exercise all powers and duties of the planning and community services manager.

(Code 2017, § 2-464; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 3. VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION

Sec. 2-715. Created.

The visitors and tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-716. Powers and duties.

- (a) It shall be the duty of the visitors and tourism/cultural programs division of the department of community development to provide visitors and tourism programs and services for the visitors and tourists to the city, that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the visitors and tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city visitors and tourism board, the director of community development, and the city council; and to operate and maintain the James and Meryl Hearst Art and Culture Center, in compliance with the operations and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The visitors and tourism/cultural programs division manager shall supervise, direct and manage the visitors and tourism/cultural programs division. The manager's powers and duties shall be as follows:
 - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the visitors and tourism/cultural programs division within the parameters of city, departmental, visitors and tourism board policies, and art and culture board policies.
 - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the visitors and tourism board, the art and culture board, and the city council.
 - (3) To assign the personnel of the visitors and tourism/cultural programs division as deemed necessary to carry out the functions of the visitors and tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, visitors and tourism board policies, and art and culture board policies.
 - (4) To perform or cause to be performed any other duties as directed by the director of community development.
 - (5) To manage the visitors and tourism offices, programs and projects in accord with operations and programming policies established by the city visitors and tourism board, the director of community development, and the city council; and to manage the James and Meryl Hearst Art and Culture Center, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
 - (6) To implement a full range of visitors and tourism programs for the city within the financial constraints and program offerings recommended by the visitors and tourism board and authorized by the city council.
 - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
 - (8) To maintain for the city visitors and tourism board and for the art and culture board:
 - a. Full and complete records of all proceedings.
 - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
 - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.

- d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-718. Acting manager.

Whenever the visitors and tourism/cultural programs division manager is out of the city or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a visitors and tourism/cultural programs division manager, the visitors and tourism/cultural programs division manager, or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the visitors and tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 4. INSPECTION SERVICES DIVISION

Sec. 2-742. Created.

The inspection services division of the department of community development for the city is hereby created.

(Code 2017, § 2-501; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-743. Duties.

It shall be the duty of the inspection services division of the department of community development to provide for the inspection of all construction for its compliance with state, federal and local regulations.

(Code 2017, § 2-502; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The building official shall supervise, direct and manage the inspection services division. The building official's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the inspection services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
 - (3) Assigning the personnel of the inspection services division as deemed necessary to carry out the functions of the inspection services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.

- (4) Supervising and having jurisdiction over the conduct of the plumbing inspector, electrical inspector, building inspector and mechanical inspector of the city.
- (5) Enforcing the International Residential Code, the International Building Code, Uniform Plumbing Code, National Electrical Code, and Uniform Mechanical Code in the form adopted by the city council as they relate to construction activity within the city.
- (6) Coordinating enforcement activities with the department of public safety for all construction affected by the housing code, life safety code and minimum housing quality standards.
- (7) Supervising the city's code enforcement program.
- (8) Supervising the design and construction of all city buildings and other structures.
- (9) Managing and supervising the city's stormwater management program in conjunction with the city engineer.

(Code 2017, § 2-503; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-745. Acting building official.

Whenever the building official is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city council has not appointed a building official, the building official or director of community development shall appoint a designee who shall have and exercise all the powers and duties of the building official.

(Code 2017, § 2-504; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 5. RECREATION AND COMMUNITY PROGRAMS DIVISION

Sec. 2-778. Created.

The recreation and community programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-601; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-779. Powers and duties.

- (a) It shall be the duty of the recreation and community programs division of the department of community development to provide active and passive leisure services for the citizens of the city.
- (b) The division shall have the power to operate the city's recreation centers, swimming pools, recreational facilities and golf courses, and their associated programs.

(Code 2017, § 2-602; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of

community development. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Powers and duties.* The recreation and community programs division manager shall supervise, direct and manage the recreation and community programs division, which is composed of the aquatic, golf, and recreation sections. The manager's powers and duties shall be as follows:
- (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the recreation and community programs division within the parameters of departmental policy.
 - (2) To make an annual report of the activities of the division for each year, to be filed with the community development director.
 - (3) To assign the personnel of the recreation and community programs division as deemed necessary to carry out the functions of the recreation and community programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) To oversee the contract with the golf pro in conjunction with the operations and maintenance manager.
 - (5) To provide a full range of active and passive recreational programs, available to all age groups, which provides social, educational and competitive enrichment to the participants.
 - (6) To maintain and operate the city's recreational center and public swimming pools.
 - (7) To provide a full range of aquatic programs, available to all age groups, which are coordinated with the public school system and private clubs to provide social, educational and competitive enrichment to all participants.
 - (8) To perform or cause to be performed any other duties as directed by the director of community development.
 - (9) To supervise the work and performance of all private concessionaires or private recreation service contractors authorized by the city council to have operation rights to city recreational facilities.

(Code 2017, § 2-603; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-781. Acting manager.

Whenever the recreation and community programs division manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the community development director has not appointed a recreation and community programs division manager, the recreation and community programs division manager or the community development director shall appoint a designee who shall have and exercise all the powers and duties of the recreation and community programs division manager.

(Code 2017, § 2-604; Ord. No. 2825, § 3, 6-23-2014)

Section 2. Article VII, Department of Municipal Operations and Programs, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE VII. DEPARTMENT OF PUBLIC WORKS

Division 1. Generally

Sec. 2-808. Created.

There is hereby established in the city the department of public works. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-541; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-809. Duties.

It shall be the duty of the public works department to provide, operate and maintain:

- (1) Public streets, bridges, parking lots, sidewalks and rights-of-way, exclusive of class I medians and sidewalks, including those maintained by private property owners in accordance with city ordinance.
- (2) Collection and disposal of residentially generated refuse, commercial refuse collection and disposal specifically contracted by a commercial establishment and the city, and the operation of the city's refuse transfer station.
- (3) City motor pool operations for all departments, including maintenance, purchase or lease of all motorized licensed vehicles and special equipment not specifically assigned to a department.
- (4) All public buildings under city ownership except those controlled by Sartori Hospital or the city utilities.
- (5) Traffic signs, signals and pavement markings.
- (6) Other public structures, programs or facilities specifically assigned by the mayor or city council.
- (7) Professional civil engineering services encompassing supervision of engineering consultants; establishment of street grades and benchmarks; maintenance of field notes for all improvements installed; design of public improvements including the preparation of costs, plans and specifications; inspection of all public improvements constructed; and maintenance of official city maps, profiles, papers, books and surveys.
- (8) Public grounds maintenance in city parks, city golf courses, riverfront land, street medians and any other public lands assigned by the mayor and city council.
- (9) All trees and shrubs in public places, and enforce all city regulations related to vegetation control within the city.
- (10) Cemeteries, including interments and the keeping of all pertinent records.

- (11) Water reclamation.
- (12) Operation and maintenance of public sanitary sewage collection and disposal facilities, including lift stations, force mains, treatment plants, sewer lines, manholes, detention basins and public septic tanks.

(Code 2017, § 2-542; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-810. Director of public works—Generally.

- (a) *Appointment.* The director of public works shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
 - (1) The director of public works shall supervise, direct and manage the conduct of the following divisions and sections:
 - a. Operations and maintenance.
 - b. Engineering services.
 - c. Water reclamation.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a city engineer, operations and maintenance manager, and a water reclamation manager. The managers are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations affecting their respective divisions. The director is responsible for the establishment of broad policies related to departmental employee conduct, procedures, operations and the formation of programs which maintain and operate public facilities and structures assigned to the department. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.
 - (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
 - (4) The director shall perform all other duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-543; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-811. Director of public works—Duties relative to boards and commissions.

The director or designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Parks and recreation commission.

- (2) County solid waste management commission.
- (3) Big Woods Lake Park and campground boards.
- (4) Joint governance committee for the UNI demonstration area.
- (5) Any applicable federal and state agencies.

(Code 2017, § 2-544; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-812. Acting director of public works.

Whenever the director of public works is out of the city, or is unable to act for any reason, including those periods of time when the city administrator has not appointed a director of public works, the director of public works or city administrator shall designate an acting director. The acting director shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-545; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-813. Authority of council.

All final authority over the administration and policy of the department of public shall be retained and exercised by the city council.

(Code 2017, § 2-546; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 2. OPERATIONS AND MAINTENANCE DIVISION

Sec. 2-835. Created.

The operations and maintenance division of the department of public works for the city is hereby created.

(Code 2017, § 2-566; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-836. Duties.

It shall be the duty of the operations and maintenance division of the department of public works to construct, maintain and repair all streets, storm sewers and sanitary sewers; provide for refuse collection and disposal; maintain public buildings, maintain municipal vehicles and equipment, and provide public grounds maintenance in city parks, city golf courses, public riverfront land, class I street medians and rights-of-way and city-owned cemeteries, and public arboriculture.

(Code 2017, § 2-567; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The manager of operations and maintenance shall supervise, direct and manage the operations and maintenance division, composed of the refuse, street, traffic operations, public buildings, vehicle maintenance, parks, cemetery, and golf course maintenance sections. The manager's duties shall be as follows:
- (1) Providing for the repair of all streets, sidewalks, bridges and parking lots to ensure that they are kept in a reasonably safe condition.
 - (2) Inspecting all sewers in operation in the city at frequent and regular intervals in a systematic manner to ensure that all parts of the system and its appurtenances are kept in working order. In case of any defect in the operation of any sewer due to stoppage or break, repairs shall be made without delay.
 - (3) Providing for the safe and sanitary collection and disposal of all residentially generated refuse and for the disposal of all refuse generated by private individuals or commercial enterprises who contract with the city for disposal.
 - (4) Maintaining all designated city vehicles and equipment through a central vehicle and equipment pool.
 - (5) Providing for snow removal, ice control and leaf collection on public streets.
 - (6) Operating and maintaining all public traffic signals.
 - (7) Providing and maintaining, in conformance with city ordinances and chapter 23, all traffic signs and pavement markings.
 - (8) Maintaining all public buildings assigned to the division, including janitorial activity.
 - (9) Designing all city parks and public landscaping in association with the needs of the director of public works and other public entities.
 - (10) Coordinating the city pesticide application program in conformance with state and federal regulations.
 - (11) Supervising the maintenance, compilation and preservation of accurate cemetery interment and lot sales records through supervision of the cemetery section.
 - (12) Coordinating the care and maintenance of all city arboricultural needs in conformance to city ordinance by serving as the city arborist, delegating specific duties to the arborist section.
 - (13) Managing all public grounds, including parks, cemeteries, golf courses, class I street rights-of-way and medians, public driveways, storm sewers, catchbasins, dams, flood control properties, and stormwater detention basins, riverfront lands and other property assigned by the mayor and city council.
 - (14) Promulgating orders, rules and regulations for the conduct and guidance of the members of the operations and maintenance division within the parameters of departmental policy.
 - (15) Making an annual report of the activities of the division to the public works director.

- (16) Assigning the personnel of the operations and maintenance division as deemed necessary to carry out the functions of the division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (17) Performing or causing to be performed any other duties as directed by the director of public works.
- (c) *Powers.* The manager of operations and maintenance shall have power to appoint, if necessary, supervisors for the following sections: streets, traffic , refuse, cemetery, parks, golf, and buildings.

(Code 2017, § 2-568; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-838. Acting manager of operations and maintenance.

Whenever the operations and maintenance division manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed an operations and maintenance manager, the manager of operations and maintenance or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of operations and maintenance.

(Code 2017, § 2-569; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-839. Authority to impose restrictions on vehicle weight or temporarily close streets.

- (a) Whenever any street within the city, by reason of deterioration, rain, snow or other climatic conditions, may be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, the operations and maintenance manager shall, without direction from the council, for a period not to exceed 90 days, prohibit the operation of vehicles or impose restrictions as to the weight of vehicles to be operated on any such street, and shall erect or cause to be erected and maintain signs giving notice of such restrictions at each end or portion of the street affected.
- (b) Whenever signs are erected giving notice of such closures, no person shall disobey the restriction stated on such signs.

(Code 2017, § 2-570; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-840. Report of cost of improvements when cost charged to abutting property.

In case any improvement is ordered by the council, and the cost thereof is to be charged to the abutting property, the operations and maintenance manager shall make an itemized report of the cost of such improvement to the council within ten days after completion of the improvements.

(Code 2017, § 2-571; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 3. ENGINEERING SERVICES DIVISION

Sec. 2-863. Created.

The engineering services division of the department of public works for the city is hereby created.

(Code 2017, § 2-481; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-864. Powers and duties.

- (a) It shall be the duty of the engineering services division of the department of public works to provide a full range of professional engineering services for all city departments and public projects.
- (b) The division shall have the power to design, inspect, survey and map all city infrastructures.

(Code 2017, § 2-482; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Qualifications.* The person appointed to the office of city engineer shall be a professional civil engineer licensed by the state and fully qualified to practice within the state. One hundred and eighty days shall be provided from the date of appointment to qualify as provided by law.
- (c) *Duties.* The city engineer shall supervise, direct and manage the engineering services division. The city engineer's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the engineering services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division to the public works director.
 - (3) Assigning the personnel of the engineering services division as deemed necessary to carry out the functions of the engineering services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of public works.
 - (5) Being in full charge of all public improvements ordered by the city council and preparing estimates of costs, plans and specifications and presenting such information to the council for approval, and supervising the construction of such improvements in accordance with the plans and specifications and, upon completion, preparing a final

report for the council giving in detail the itemized final costs and other pertinent facts of such improvements.

- (6) Making all necessary surveys of streets, alleys, avenues and public squares, and other surveys when required by the council, showing the lines, dimensions, names of streets, lots and blocks and other pertinent facts.
- (7) Taking the necessary levels and measurements of all streets, alleys or avenues where the measurements have not already been done, for the purpose of establishing street grades, and preparing the necessary profiles and drawings showing the existing surface and the grades proposed and submitting the proposed grades to the council for approval and proper establishment of the grades by ordinance.
- (8) Creating a system so that notes of all surveys, levels, grades and other field work are kept in field notebooks. The notebooks shall be numbered in regular order and the notes entered in them in a manner which ensures that the work can be readily made out, and which shows in which part of the city the work has been done, giving the name of the street, number of the lot and block and exact location of lines or grades or whatever else pertains to the field work, that they may be clearly located on the ground. All calculations relating to the notes and surveys shall appear on the pages of the field books.
- (9) Requiring that benchmarks are to be placed upon some solid and secure point readily reached from the adjoining streets which identify the levels and grades. These reference marks shall preserve the survey of the streets, blocks and lots, in a clear description made in field books.
- (10) Assist with maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects.
- (11) Preserving in the office all field notes, maps, plans, profiles, papers, books, writings, and records, and arranging and indexing the records in a manner which allows ready reference. All field books kept by the engineer and all necessary blanks for records, maps and plans used by the city engineer in the discharge of the official duties shall be furnished at the expense of the city, and such books, records and files shall be the exclusive property of the city, and at the expiration of the term of office or the resignation or removal of the city engineer he shall turn over the books, records and files to his successor, or to some person duly authorized to receive the books, records and files for the city.
- (11) Carefully entering all construction data of all public improvements into the permanent office records. Such records shall include the location of extensions of sewer lines, streets and other public improvements.
- (12) Reviewing all proposed subdivisions submitted for approval to the city planning and zoning commission and the council and examining such subdivisions carefully as to their compliance with good engineering practices and to the subdivision regulations, and informing the commission and the council in writing as to the findings and compliance with the subdivision regulations.
- (13) Coordinating the design, inspection and construction of all road and street projects with the state, federal and local government authorities and the respective professional design and inspection consultants and contractors.

- (14) Managing and supervising the city's stormwater management program in conjunction with inspection services.
- (15) Supervising the design and construction of all city infrastructure, including wastewater treatment facilities, force mains, levees, and lift stations.

(Code 2017, § 2-483; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-866. Acting city engineer.

Whenever the city engineer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a city engineer, the city engineer or director of public works shall appoint a designee who is qualified to exercise all the powers and duties of the city engineer.

(Code 2017, § 2-484; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 4. WATER RECLAMATION DIVISION

Sec. 2-874. Created.

The water reclamation division of the department of public works for the city is hereby created.

(Code 2017, § 2-521; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-875. Duties.

It shall be the duty of the water reclamation division of the department of public works to provide for the safe and sanitary treatment and disposal of sewage collected by public facilities.

(Code 2017, § 2-522; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures. The manager will also serve as the superintendent of water reclamation.
- (b) *Duties.* The manager of water reclamation shall supervise, direct and manage the water reclamation division. The manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the water reclamation division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division to the public works director.
 - (3) Assigning the personnel of the water reclamation division as deemed necessary to carry out the functions of the water reclamation division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Operating and maintaining all public sewage treatment and pumping facilities, including septic tanks, lift stations, detention basins and the main plant, in conformance with state discharge permits and federal regulations.

- (5) Performing or causing to be performed any other duties as directed by the director of public works.

(Code 2017, § 2-523; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-877. Acting manager of water reclamation.

Whenever the water reclamation manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a water reclamation manager, the manager of water reclamation or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of water reclamation.

(Code 2017, § 2-524; Ord. No. 2825, § 2, 6-23-2014)

INTRODUCED: _____ May 6, 2019 _____
PASSED 1ST CONSIDERATION: _____ May 6, 2019 _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2941

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SECTION 2-218, POWER AND DUTIES, OF DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION; **(2)**. SECTION 7-307, FILING OF CONSENTS TO ROUTE, SECTION 7-311, ISSUANCE, AND SECTION 7-312, DENIAL, OF DIVISION 3, PERMIT, ALL CONTAINED IN CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; **(3)**. SECTION 10-1, DEFINITIONS, SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PLACEMENT, SECTION 10-5, SERVICE CHARGES-ESTABLISHED, SECTION 10-8, UNSANITARY ACCUMULATIONS, UNSIGHTLY TRASH, REFUSE, YARD WASTE, OIL OR GREASE RECYCLING CONTAINERS OR DUMPSTERS, AND SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS, OF ARTICLE I, IN GENERAL, ALL CONTAINED IN CHAPTER 10, GARBAGE AND REFUSE; **(4)**. SECTION 15-83, GENERAL NOISES PROHIBITED, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(5)**. SECTION 17-76, DUTIES OF CEMETERY SUPERVISOR AND SECTION 17-99, TRAFFIC REGULATIONS, BOTH OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS; AND SECTION 17-196, PUBLIC FACILITIES ESTABLISHED, MANAGEMENT, SECTION 17-197, PERMITS, SECTION 17-199, MISCELLANEOUS PROHIBITED ACTS, SECTION 17-200, TRAFFIC REGULATIONS, SECTION 17-201, CAMPING, SECTION 17-202, HUNTING, TRAPPING AND FISHING, SECTION 17-203, ADVERTISING, SECTION 17-204, CONCESSIONS, SECTION 17-205, USE OF PUBLIC ADDRESS SYSTEMS AND AMPLIFYING DEVICES, SECTION 17-206, DISSEMINATION OF MATERIALS OR INFORMATION TO THE PUBLIC, SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, SECTION 17-209, AUTHORIZED OFF-LEASH DOG EXERCISE FACILITY AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK SPACE, OF ARTICLE V, PARK REGULATIONS; AND SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, AND SECTION 17-247, FAILURE TO DESTROY NOXIOUS WEEDS; RIGHT TO HEARING; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS; AND SECTION 17-275, RECREATIONAL TRAILS, OF ARTICLE VII, ARTIFICIAL LAKES AND RECREATIONAL TRAILS, ALL CONTAINED IN CHAPTER 17,

PARKS AND RECREATION; **(6)**. SECTION 19-73, STORAGE OF BUILDING MATERIALS, AND SECTIONS 19-74, CERTAIN COMMERCIAL USE OF PUBLIC SIDEWALKS, OF DIVISION 1, GENERALLY, AND SECTION 19-94, USE OF PUBLIC SIDEWALKS FOR SIDEWALK CAFES AND SECTION 19-97, REVIEW OF APPLICATION, OF DIVISION 2, SIDEWALK CAFES, OF ARTICLE III, OBSTRUCTIONS; AND SECTION 19-185, REMOVAL OF SNOW AND ICE, OF ARTICLE V, SIDEWALK CONSTRUCTION AND REPAIR, ALL CONTAINED IN CHAPTER 19, STREETS AND SIDEWALKS; **(7)**. SECTION 23-71, DUTY TO ERECT AND MAINTAIN SIGNS, SECTION 23-72, AUTHORITY TO PLACE TRAFFIC CONTROL DEVICES, SECTION 23-73, PLACEMENT OF ONE-WAY STREET SIGNS, SECTION 23-74, MARKING OF TRAFFIC LANES, SECTION 23-75, MARKING OF TURN LANES, SECTION 23-76, PLACEMENT OF STOP SIGNS AT INTERSECTIONS, SECTION 23-77, ESTABLISHMENT OF CROSSWALKS AND SAFETY ZONES, SECTION 23-78, PLACEMENT OF STOP SIGNS AT SCHOOL ZONES, SECTION 23-79, ERECTION OF AUTOMATIC STOP SIGNALS AT SCHOOL ZONES, SECTION 23-80, PAINTING OF CURBS OR ERECTION OF SIGNS PROHIBITING PARKING OR STANDING, SECTION 23-81, REGULATION OF PARKING ADJACENT TO SCHOOLS, SECTION 23-82, ESTABLISHMENT OF TEMPORARY NO PARKING ZONES AND ONE-WAY STREETS, SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE; AND SECTION 23-388, PROHIBITED PARKING DURING SNOW REMOVAL, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, ALL CONTAINED IN CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(8)**. SECTION 24-6, RELOCATION OF UTILITY FACILITIES UNDERGROUND, OF ARTICLE I, IN GENERAL, OF CHAPTER 24 UTILITIES; **(9)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 2-218, Power and Duties, of Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 2-218 is enacted in lieu thereof, as follows:

Sec. 2-218. Power and duties.

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance. The city administrator shall:

- (1) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Code or by law;
- (2) Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;

- (3) Attend all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote;
- (4) See that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed;
- (5) Recommend to the mayor and council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city;
- (6) Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:
 - a. Department of finance and business operations;
 - b. Department of public works;
 - c. Department of community development;
 - d. Department of public safety services;
 - e. Budget and capital improvements preparation and operation;
 - f. Purchasing, contracts and agreements as approved by council;
 - g. Administrative policies and procedures;
 - h. Personnel policies and procedures;
 - i. Labor agreements;
 - j. City legal representation and the prosecution of all code violations;
 - k. Risk management policies, procedures and claims resolution;
 - l. Economic development policies and procedures
 - m. All others as directed by council;
- (7) Supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved;
- (8) Maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified;
- (9) Be authorized to direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order;
- (10) Require the taking of bids on all matters deemed advisable as required by law, or as directed by the council;
- (11) Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and Iowa Code ch. 20 and city council concurrence where necessary;
- (12) Have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council;
- (13) Supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority;

- (14) Have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power specifically assigned by law to another appointing authority;
- (15) Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;
- (16) Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;
- (17) At all times, be responsible for the maintenance of accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection;
- (18) Assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances;
- (19) Perform duties and have direct authority on all matters delegated by council action;
- (20) Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; implement the final budget as approved by city council;
- (21) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (22) Make such other reports as the city council may require concerning operations;
- (23) Keep the city council fully advised as to the financial condition and future needs of the city;
- (24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;
- (25) Provide staff support services for the mayor and councilmembers;
- (26) Assist the council to develop long-term goals for the city and strategies to implement these goals;
- (27) Encourage and provide staff support for regional and intergovernmental cooperation;
- (28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;
- (29) Perform such other duties as are specified in this Code, state statute or may be required by the city council; and
- (30) Cooperate with, and give assistance requested by, the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative agency, board, commission or committee of the city.

(Code 2017, § 2-176; Ord. No. 2824, § 3, 6-23-2014)

Section 2. Section 7-307, Filing of Consents to Route, Section 7-311, Issuance, and Section 7-312, Denial, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 7-307, 7-311, and 7-312 are enacted in lieu thereof, as follows:

Sec. 7-307. Filing of consents to route.

With the application for a permit to move a building, there shall be filed the consents to the routing by the telephone company, the city utilities, the fire operations division, the police operations division and the public works department, and, where the route crosses railroad property, consent must be obtained from the railroad involved.

(Code 2017, § 7-473)

Sec. 7-311. Issuance.

Upon the filing of the application for a permit to move a building, payment of the fee therefor and filing of bond, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477)

Sec. 7-312. Denial.

- (a) When, in the judgment of the police operations division, the city arborist or the director of public works, the proposed building movement will result in an undue hazard to traffic, or undue damage to streets, avenues, boulevards, thoroughfares, highways, curbs, sidewalks, trees or other public or private property, or where it is determined by the building official that the relocation of the building is not in the best interests of the surrounding property owners due to age of the structure or the structure's architecture not being compatible with the existing buildings, the permit sought shall be denied, and the reasons therefor endorsed upon the application.
- (b) The permit to move a building shall also be denied if the structure will not comply with the provisions of this Code or other ordinances of the city or the laws of the state relating to electrical and plumbing requirements of new structures, unless the owner has obtained a permit to correct the violations, or if the power or telephone company refused to consent to the operations, or if the structure will not comply with the zoning chapters within the proposed location.

(Code 2017, § 7-478)

Section 3. Section 10-1, Definitions, Section 10-3, Containers; Placement For Collection; Placement, Section 10-5, Service Charges-Established, Section 10-8, Unsanitary Accumulations, Unsightly Trash, Refuse, Yard Waste, Oil Or Grease Recycling Containers Or Dumpsters, and Subsection 10-13, Privately Owned Or Leased Trash Dumpsters Or Receptacles In City Parking Lots, Of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 10-1, 10-3, 10-5, 10-8 and 10-13 are enacted in lieu thereof, as follows:

Sec. 10-1. Definitions.

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

Business units means each separate establishment for carrying on a gainful occupation.

Garbage means solid waste consisting of animal, grain, fruit or vegetable matter used or originally intended for use as food.

Household units mean each dwelling unit as defined in section 11-30.

One-sided collection area means a group of dwellings, trailers, apartments or business establishments that have been designated by the director of public works as beneficial for collection of publicly owned garbage and yard waste containers in a single pass.

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

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

Refuse means all combustible inorganic waste material and rubbish such as papers, sweepings, rags, ashes, cinders and similar materials originating from ordinary household or business operations.

Yard waste means organic debris such as grass clippings, leaves, tree limbs, bark, branches, flowers, etc., that is produced as part of commercial or residential yard or garden operation, development or maintenance. The term "yard waste" does not include:

- (1) Tree stumps.
- (2) Garbage.
- (3) Floral and decorative products, manufactured or fabricated, or the waste byproducts incidental to their manufacture or fabrication, which include organic materials and other nonorganic wastes which are not practically separable. This exemption includes, but is not limited to, things such as flower arrangements, decorated potted plants, wreaths, bouquets, garlands and small bedding flats.

(Code 2017, § 12-1; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 1, 3-6-2017)

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (d) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days advance notice prior to the effective date of the designation.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. no. 2896, § 2, 3-6-2017)

Sec. 10-5. Service charges—Established.

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
- (1) \$13.00 per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of the two allowed each week must have a city garbage bag tag attached in order to be picked up.
 - (2) Automated garbage refuse collection fees shall be as follows: \$9.00 per month for a city-issued 32 gallon garbage container, \$17.00 per month for a city-issued 68 gallon garbage container or \$26.50 per month for a city-issued 95 gallon container. One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.
 - (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
 - (4) Effective on and after July 1, 2013, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$5.00 per stop, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. There shall be no charge for bulk items, other than appliances, brought to the city transfer station, except that the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section, shall apply.
 - (5) The owner or occupant of any household unit within the city may request one additional city-issued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) *Residential units.* The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) *Churches and similar institutions.* The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in section 10-5(a).
- (d) *Penalty for late payment.* There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing

Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.

(f) *Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters.* The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be in the amount of \$35.00 per dump.

(g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$7.50/each
Cathode ray tube monitors (computer and television monitors)	\$5.00/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	\$35.00/per dump
Three yard containers	\$35.00/per dump
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Demolition	\$59.15/ton
Solid waste	\$57.50/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be	\$20.00

implemented if resident continues to change sizes)	
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$30.00/ton
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Demolition dumping at the city transfer station	\$59.15/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$59.15/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00

- (h) *The placing of or failure to remove garbage or yard waste container within specified time limits.* The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) *Asphalt shingle recycling.* An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

(Code 2017, § 12-5; Ord. No. 2795, § 1, 6-24-2013; Ord. No. 2821, §§ 1, 2, 6-9-2014; Ord. No. 2840, §§ 1, 2, 3-16-2015; Ord. No. 2896, § 4, 3-6-2017)

Sec. 10-8. Unsanitary accumulations, unsightly trash, refuse, yard waste, oil or grease recycling containers or dumpsters.

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public property in the city, such quantities of garbage and refuse, or of yard waste, either in containers or not, as shall, in the opinion of the county board of health, constitute a health or sanitation

hazard. All trash, refuse, yard waste must be kept entirely within an approved refuse container. It shall be unlawful for any person to permit to exist on any private premises, improved or vacant, or on any public property in the city, any trash, refuse, yard waste, or oil or grease recycling container, or trash dumpster, privately owned or publicly owned, in an unsightly condition, whereupon the director of public works or designee may, in his or her discretion, require such person to erect or construct an enclosure to screen such unsightly container or dumpster from public view.

(Code 2017, § 12-8; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2880, § 1, 9-19-2016; Ord. No. 2896, § 5, 3-6-2017)

Sec. 10-13. Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of municipal operations and programs. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.
- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

(Code 2017, § 12-13; Ord. No. 2770, § 1, 7-9-2012; Ord. No. 2880, § 2, 9-19-2016; Ord. No. 2896, § 6, 3-6-2017)

Section 4. 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 repealed in its entirety, and new Section 15-83 is enacted in lieu thereof, as follows:

Sec. 15-83. General noises prohibited.

- (a) *Standards for determination of violation.* It shall be unlawful for any person to permit, make, continue or cause any excessive or unusually loud noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable people within the limits of the city. The standards which shall be considered in determining whether a violation exists shall include the following:
- (1) The sound pressure level of the noise.
 - (2) Whether the origin of the noise is natural or manmade.
 - (3) The sound pressure level of the background noise.
 - (4) The proximity of the noise to residential sleeping facilities.
 - (5) The nature and zoning of the area within which the noise emanates.
 - (6) The time of the day or night the noise occurs.
 - (7) Whether the noise is recurrent, intermittent or constant.
- (b) *Specific acts or conditions prohibited.* Each of the following acts, among others, is hereby declared to be in violation of this article and is prohibited. The following enumerated acts shall not be construed as limiting or precluding enforcement of any other provisions of this article:
- (1) *Unnecessary sounding of horns or signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle, bus or other vehicle on any street or public place of the city, except as a danger or alerting signal, and the sounding of any such device for an unnecessary and unreasonable period of time.
 - (2) *Loud operation of radios, phonographs, etc.* The using, operating or permitting to be placed, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of reasonable people.
 - (3) *Use of loudspeakers or amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any structure or event.
 - (4) *Keeping noisy animals and fowl.* The keeping, upon any premises owned, occupied or controlled by any person, of any animal or fowl otherwise permitted to be kept which, by any sound or cry, shall cause annoyance or discomfort to a reasonable person of normal sensibilities.

- (5) *Operation of defective or improperly loaded vehicle.* The use of any automobile, motorcycle or vehicle so out of repair or so loaded in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (6) *Excessive noise in loading or unloading.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (7) *Creation of noise near schools, courts, churches or hospitals.* The creation of loud and excessive noise on any street adjacent to any school, institution of learning, church or court while the school, institution, church or court is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.
- (8) *Use of drums or other instruments to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or event. This subsection shall not apply to a drum used in an authorized parade in the city.
- (9) *Construction or repair of buildings, structures and streets during certain hours.* The erection, including excavation, demolition, alteration or repair of any building, structure or street other than between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the director of community development or the director of public works or their authorized agent, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the director of community development or the director of public works or their authorized agent should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building, or the excavation of streets and highways, within the hours of 10:01 p.m. and 6:59 a.m., and if he shall further determine that loss or inconvenience would result to any interested party, he may grant permission for such work to be done within the hours of 10:01 p.m. and 6:59 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work. This subsection will not apply to the performance of necessary emergency work.
- (10) *Operation of pile drivers, hammers, etc., during certain hours.* Except as provided in subsection (b)(9) of this section, the operation between the hours of 6:00 p.m. and 6:00 a.m. of any piledriver, steamshovel, pneumatic hammer, derrick, power hoist or other construction equipment. Such equipment shall at all times be equipped with an effective muffling device.
- (11) *Repairing vehicle during certain hours.* The repair or rebuilding of any motor vehicle within any residential area of the city between the hours of 9:00 p.m. and 8:00 a.m. in such a manner that a reasonable person of normal sensitivities residing in the area is caused discomfort or annoyance.
- (12) *Discharge of unmuffled exhaust.* The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle, or discharge of air or other gases, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (13) *Unlawful use of buildings.* No person owning or in possession of or in control of any building or premises shall use the building or premises, permit the use of the building or premises or rent the building or premises to be used for any business or employment or residential use, or for any purpose of pleasure or recreation, if such use shall by the noise generated therefrom exceed the noise limitations provided in section 15-85.
- (14) *Unnecessary use of engine brakes.* The use of a Jacob brake or any other engine brake within the city limits, except as required for safety purposes.
- (15) *Use of stationary machinery producing excessive noise.* It shall be unlawful for any person to operate any immobile machinery, equipment, pump, fan or similar mechanical device in any manner so as to create any noise which would cause the noise level at any portion of the

property line of any property to exceed the maximum noise levels in the use zones described in section 15-85(a), provided that this subsection shall not apply to temporarily placed equipment, which shall be subject to the levels outlined in section 15-81.

(Code 2017, § 18-74)

Section 5. Section 17-76, Duties of Cemetery Supervisor and Section 17-99, Traffic Regulations, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery; and Section 17-196, Public Facilities Established, Management, Section 17-197, Permits, Section 17-199, Miscellaneous Prohibited Acts, Section 17-200, Traffic Regulations, Section 17-201, Camping, Section 17-202, Hunting, Trapping and Fishing, Section 17-203, Advertising, Section 17-204, Concessions, Section 17-205, Use of Public Address Systems and Amplifying Devices, Section 17-206, Dissemination of Materials or Information to the Public, Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, of Article V, Park Regulations; and Section 17-246, Noxious Weeds Prohibited; Exceptions, and Section 17-247, Failure To Destroy Noxious Weeds; Right To Hearing; Destruction By City, of Article VI, Trees and Shrubs; and Section 17-275, Recreational Trails, of Article VII, Artificial Lakes and Recreational Trails, all contained in Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 17-76, 17-99 17-197, 17-199, 17-200, 17-201, 17-202, 17-203, 17-204, 17-205, 17-206, 17-207 and 17-208, 17-246, 17-247, and 17-275 are enacted in lieu thereof, as follows:

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) See that the rules and regulations concerning all cemeteries owned and operated by the city are enforced.
- (2) Perform such duties as are required by ordinance and as the council and director of public works shall direct.
- (3) See that the rules and regulations concerning all cemeteries are at all times strictly complied with and report to the director of public works any infractions of the rules and regulations on the part of an owner or any other person.
- (4) Keep all lots, streets, paths and grounds in the occupied part of the cemeteries mowed during the entire growing season.
- (5) Do all proper acts necessary to maintain the grounds set apart for the burial of the dead in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-99. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency

services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.

- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-196. Public facilities established; management.

- (a) Free public playgrounds, parks and recreation and arts centers are hereby established in the city for the use of its inhabitants, under the proper rules and regulations for the government and management thereof.
- (b) Such playgrounds and parks shall be managed by the department of public works and such recreation and arts centers shall be managed by the department of community development.

(Code 2017, § 20-211)

Sec. 17-197. Permits.

(a) *Application.*

- (1) Any person seeking the issuance of a permit required by this article shall file an application with the director of public works.
- (2) The application shall state:
 - a. The name and address of the applicant.
 - b. The name and address of the person sponsoring the activity, if any.
 - c. The day and hour for which the permit is desired.
 - d. The park, or portion thereof, for which the permit is desired.
 - e. An estimate of the anticipated attendance.
 - f. Any other information which the director of public works shall find reasonably necessary to make a fair determination as to whether a permit should be issued under this section.

(b) *Standards for issuance.* The director of public works shall issue a permit required by this article when the director finds:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
- (2) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.

- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense to the city.
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.
- (c) *Revocation.* The director of public works or designee shall have authority to revoke a permit required by this article upon a finding of violation of any rule or ordinance, or upon good cause shown.
- (d) *Compliance with applicable regulations.* A holder of a permit required by this article shall be bound by all park rules and regulations and all applicable ordinances as fully as though the rules, regulations and ordinances were inserted in such permit.
- (e) *Liability of permit holder.* The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder.

(Code 2017, § 20-212)

Sec. 17-199. Miscellaneous prohibited acts.

No person in a park shall:

- (1) Ride or lead a horse, except on designated bridal paths or established roads.
- (2) Permit or allow a horse to graze or go unattended, or tie a horse to any rock, tree, shrub or fixed object.
- (3) Swim, except in a specifically authorized area.
- (4) Use any firearms.
- (5) Picnic in unauthorized posted areas.
- (6) Start or maintain a fire in other than a park stove, fireplace, charcoal grill or other designated area.
- (7) Dump any type of refuse on park property, except in the designated receptacles provided for such use.
- (8) Cut, pick or remove in any manner whatsoever any plant or plant material unless such removal is authorized by the director of public works or designee.
- (9) Interfere with anyone using a park in a lawful manner.
- (10) Land in or take off from a park with an ultralight aircraft, whether or not motorized, or any similar device. This subsection does not prevent emergency landings.

(Code 2017, § 20-214)

Sec. 17-200. Traffic regulations.

No person in a park, golf course or other public lands shall:

- (1) Operate a vehicle at a rate of speed exceeding 15 miles per hour, or as posted for all other roadways.

- (2) Operate any vehicle on any area except the established roads or parking areas, or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas.
- (7) Leave a vehicle standing or parked during the hours when the park, golf course, or public facility is closed.
- (8) Park a vehicle, or use the public area, for the purpose of repair or washing or maintenance of a vehicle.

(Ord. No. 2645, § 1, 1-14-2008)

Sec. 17-201. Camping.

- (a) No person shall set up tents, shacks or other temporary shelters in the parks for the purpose of overnight camping.
- (b) No person shall leave in any park after closing hours any movable structure or special vehicle to be used, or which could be used, for such purpose, such as a house trailer, camp trailer, camp wagon or the like, unless such person first obtains a permit from the director of public works or designee.

(Code 2017, § 20-216)

Sec. 17-202. Hunting, trapping and fishing.

No person in a park shall:

- (1) Hunt or trap unless a special permit has been obtained from the director of public works, or unless the area is within a special deer management zone as described in section 16-15(b)(2).
- (2) Fish in posted waters.

(Code 2017, § 20-217; Ord. No. 2878, § 2, 9-19-2016)

Sec. 17-203. Advertising.

No advertising of any kind shall be permitted in a park, except that necessary for the operation of a concession or advertising sponsored by governmental organizations as a service to the public. All advertising must be authorized by the director of public works or designee prior to the erection or placement of such advertising in a park.

(Code 2017, § 20-218)

Sec. 17-204. Concessions.

- (a) *Temporary concessions.* Temporary concessions, meaning concessions for any period less than the normal seasonal concessions, are permitted in a park only if a permit for the concession has been obtained from the director of public works. In obtaining a permit, the permit holder must conform to all rules and regulations that the city council may require.
- (b) *Commercial enterprises.* Commercial enterprises are permitted in a park only if a permit for the enterprise has first been obtained from the city council. A permit for a commercial enterprise in the park shall be awarded to the bidders who submit to the city council the most acceptable bid. The permit holder shall be awarded a lease for a term approved by the city council. Upon the expiration of the lease, a new bid must be submitted in order to obtain a permit. The permit holder must conform to all rules and regulations that the city council may require.

(Code 2017, § 20-219)

Sec. 17-205. Use of public address systems and amplifying devices.

No person in a park shall use a public address system or any other method of amplifying sound unless a permit for such use has been granted by the director of public works or designee.

(Code 2017, § 20-220)

Sec. 17-206. Dissemination of materials or information to public.

No person shall use a park as a place of public assembly for the dissemination of information or material to the public without first obtaining a permit from the director of public works or designee.

(Code 2017, § 20-221)

Sec. 17-207. Reservation of park areas and facilities.

No person may be granted an exclusive use of park areas or facilities unless a permit for such exclusive use is first obtained from the director of public works or designee and unless specifically authorized by the city council. Only the following park areas and facilities may be so reserved:

- (1) A golf course.
- (2) A clubhouse.
- (3) A specific picnic shelter.
- (4) Special game facilities.

(Code 2017, § 20-222)

Sec. 17-208. Possession of beer or other intoxicating liquor.

- (a) It shall be unlawful for any person to bring in or use or have in their possession a keg or similar container for the purpose of dispensing beer or any other intoxicating liquor not otherwise prohibited by Iowa Code § 123.46, within any park, including any access area or wildlife habitat area under the jurisdiction of the city parks and recreation commission, unless either:
 - (1) Such use or possession is authorized by a liquor control license or beer permit approved by the city council, and issued by the state alcoholic beverages division under Iowa Code ch. 123, and

such use is confined to a shelter or other place within a park which constitutes a "licensed premises" within the meaning of state law and which is designated for group use; or

- (2) Such use is arranged in advance with the director of public works and such use is confined to the Island Park Beach House located in Island Park in the city, or to the Celebration Shelter located in Gateway Park in the city.
- (b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, have a designated agent for contact responsibility, make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The parks and recreation commission has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

(Code 2017, § 20-223; Ord. No. 2301, § 1, 5-22-2000; Ord. No. 2422, § 1, 3-10-2003)

Sec. 17-209. Authorized off-leash dog exercise facility.

- (a) *Establishment of facility.* The director of public works or designee is hereby authorized to establish one or more authorized off-leash dog exercise facilities within the city which meet the requirements of this section. Each authorized off-leash dog exercise facility shall be hereinafter referred to as a "facility" or as an "authorized facility."
- (b) *Characteristics of authorized facility.* Each authorized facility established under this section shall meet the following criteria:
- (1) The facility shall be located within a public park in the city;
 - (2) The facility shall be appropriately and securely fenced and equipped with at least one self-closing gate; and
 - (3) The rules and regulations for the use of the facility shall be posted on a sign at each entrance to the facility.
- (c) *Rules governing use of authorized facility.* The following rules and regulations shall govern the use of each authorized facility established under this section:
- (1) The facility shall be for the use of dogs only, and no other types of animals or pets shall be allowed to use the facility.
 - (2) The owner or other competent responsible person shall at all times accompany each dog inside the fenced area of the facility, and shall be responsible for the supervision of such dog at all times while it is in the facility.
 - (3) The facility shall be open for use during regular city public park hours as provided in section 17-198(a).
 - (4) No person shall be authorized to use the facility unless the person has obtained a permit purchased from the city clerk of the city, for the use of the authorized facility or authorized facilities, at a fee to be established by resolution of the city council from time to time. A tag evidencing the issuance of such permit shall be furnished by the city clerk, and shall be affixed to the collar of the dog at all times while the dog is in such facility.
 - (5) No person shall be authorized to bring any dog into such facility unless the owner has a valid, current city license and rabies vaccination for the dog, and then only if the license and rabies tags are attached to and kept on a substantial collar on the dog at all times, all as required by chapter 6.

- (6) All other provisions of this Code shall apply to the use of each such authorized facility and to the presence and conduct of dogs in each such facility, including, but not limited to, the provisions of chapter 6, such as cleanup of animal droppings, and prohibiting a dog from attacking persons or animals.
- (7) No dog which is a dangerous animal as defined in section 6-131 shall be allowed to use any such authorized facility at any time.
- (8) No person shall bring more than two dogs into an authorized facility at any one time.
- (9) A person using the authorized facility shall at all times carry a leash for each dog which is under his supervision.
- (10) The following are prohibited in any authorized facility established under this section:
 - a. Dogs in heat.
 - b. Dogs under four months of age.
 - c. Food, bones or rawhide.
 - d. Prong or spike dog collars.
- (11) No children under six years of age are allowed in any authorized facility. Children from six years of age to 16 years of age must be under the supervision of a competent responsible person at all times while in an authorized facility.
- (d) *Provision for other rules and regulations.* The director of public works or designee is hereby authorized to adopt and enforce, from time to time, such other rules and regulations governing the use of each authorized facility as he deems appropriate, provided that such rules and regulations shall first be approved by the city council, and posted on a clearly visible sign at each entrance to each such authorized facility.
- (e) *Dog at-large.* A person who brings a dog into an authorized facility and complies in all respects with the provisions of this section, including any rules and regulations established as provided in subsection (d) of this section, shall not be deemed to have permitted or allowed the dog to be at-large within the city, within the meaning of chapter 6.
- (f) *Penalty for violation.* Any violation of any of the provisions of this section, including any rules or regulations established under subsection (d) of this section and posted as required herein, shall constitute a municipal infraction, and shall be punishable as provided in section 1-9.

(Code 2017, § 20-224; Ord. No. 2337, § 2, 6-11-2001)

Sec. 17-210. Special events in Gateway Park green space.

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

Director means the director of public works or designee.

City council means the city council of Cedar Falls, Iowa.

Property means the approximately 3.8 acres of green space to the east of Gateway Park, legally described as:

GRAMS PLAT LOT 5 ALL LOT 18 EXC BEG AT SE COR LOT 18 TH N ALONG E LINE LOT 18 DIST 231.43 FT TH SWLY 302.89 FT TO PT ON W LINE LOT 18 WHICH IS 215.42 FT N OF SW COR THEREOF TH S ALONG W LINE LOT 18 215.42 FT TO SW COR TH E 303.14 FT ALONG S LOT LINE TO PT OF BEG; and

GRAMS PLAT ALL LOT 19 EXC BEG AT SE COR LOT 19 TH NLY ALONG E LOT LINE DIST 215.42 FT TH NWLY 152.04 FT TO PT ON W LINE LOT 19 WHICH IS 222.63 FT NLY OF SW COR THEREOF TH SLY ALONG W LOT LINE 222.63 FT TO SW COR LOT 19 TH ELY ALONG S LOT LINE DIST OF 151.78 FT TO PT OF BEG.

- (b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs on the property setting forth rules and regulations and directional signs.
- (c) The director, upon receiving a completed application, shall provide a copy of the application to the fire chief and the police chief. The director shall issue a recommendation on the permit application, with written comments from the police operations and fire operations divisions, and evaluate the following:
 - (1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;
 - (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
 - (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
 - (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
 - (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
 - (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
 - (7) That the property has not been reserved for other use at the time requested in the application;
 - (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
 - (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.
- (d) The application for an overnight permit shall include, but not be limited to, the following information:
 - (1) Name and address of the group/organization requesting the permit;
 - (2) Name and address of the contact person for the group;
 - (3) Approximate number of people attending the event;
 - (4) Description of the event;
 - (5) Name of any vendors that may be on the property;
 - (6) Any requests for additional services such as garbage receptacles;
 - (7) Number of nights for the event, up to a maximum of 14 days.
- (e) The director shall provide a written recommendation to the city council within seven days.
- (f) The city council shall consider the application request at the next regularly scheduled city council meeting, with the application being acted upon no later than 21 days from the receipt of the application by the director. The city council may approve the application as requested, may approve the application with conditions or changes, or deny the application. The city council may approve a maximum of 14 for the event, and upon request by the applicant, the city council may approve an additional 14 day extension for the event.

- (g) Revocation of permit. The permit to use the property may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone using the property has violated any local, state or federal laws, rules or regulations on the property.
- (h) The group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted on the property.
- (i) In addition to any other appropriate department, the department of public works is authorized to inspect the special event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the special event.
- (j) The director, after consultation with other appropriate departments, shall have the authority to promulgate such rules and regulations that he determines are necessary or desirable for the implementation of this section. The rules and regulations shall be available for inspection by the public.
- (k) Liability of permit holder. The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder.

(Code 2017, § 20-225; Ord. No. 2763, § 1, 4-23-2012)

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.
- (b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:
 - (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-48.
 - (2) Land zoned agricultural under the zoning chapter, steep slopes, wooded areas, ravines and lots of the city exceeding three acres in size.
 - (3) Other conservation or natural areas deemed appropriate by the city council after consultation with the director of public works or designee.

(Code 2017, § 20-262; Ord. No. 2653, § 1, 4-28-2008; Ord. No. 2883, § 1, 9-19-2016; Ord. No. 2910, 9-5-2017)

Sec. 17-247. Failure to destroy noxious weeds; right to hearing; destruction by city.

- (a) If the owner or person in the possession or control of any land within the city fails or refuses to cut or otherwise destroy the grass, vines, bushes or weeds declared a nuisance as provided in section 17-246 within seven days after notice in writing has been given to such owner and person in possession or control of land within the city, the owner or the person in possession or control of such land shall be deemed guilty of a violation of this article and punished accordingly. Such written notice to cut or otherwise destroy the vegetation declared a nuisance in this article shall be sent by ordinary mail to the owner of record and to the person in possession or control of the land in question. Such seven-day period to cut or otherwise destroy shall be deemed to commence on the date of mailing of the written notice.
- (b) Each owner and each person in possession or control of any land within the city may request a hearing with the department of public works of the city to consider any objections and protests to the proposed cutting or otherwise destroying of the vegetation declared in this article to be a nuisance. The operations and maintenance division manager, acting under the direction of the director of public works, shall have full power and authority to enter upon any land within the city for the purpose of destroying a nuisance. The operations and maintenance division manager shall coordinate the removal of the nuisance with the public works director if necessary. Such entry may be made without the consent of the landowner or person in possession or control of the land.
- (c) The actual cost and expense of cutting or otherwise destroying the vegetation, together with the cost of serving of notice, the cost of special meetings or proceedings, if any, and the cost of supervision and administration, shall be recovered by an assessment against the tract of land on which the vegetation was growing.

(Code 2017, § 20-263; Ord. No. 2652, § 1, 4-28-2008; Ord. No. 2883, § 2, 9-19-2016; Ord. No. 2907, 7-10-2017)

Sec. 17-275. Recreational trails.

The following rules and regulations apply to all recreational trails within the city:

- (1) Recreational trails shall be used and classified as trails for: foot traffic, bicycling, cross-country skiing, roller-blading and other special usage authorized by permit from the director of municipal operations and programs or designee.
- (2) The use of motorized vehicles and snowmobiles is prohibited on recreational trails within the city, except for authorized emergency and maintenance vehicles.
- (3) No person shall permit or allow a horse under their control to be on any recreational trail within the city. No person shall permit or allow a dog on said recreational trail unless said dog is under the control of said person and is on a leash of six feet or less in length. Said person shall pick up and dispose of any feces from the dog under that person's control. For the purposes of this article, the term "horse" means any equine animal including horses, mules, burros, donkeys, and all lamas or alpaca like animals. The term "dog" means all members of the canine species, male or female, whether altered or not.
- (4) Special permits may be issued by the director of public works or designee for special events on specific dates utilizing golf carts or similar motorized transportation upon a recreational trail for elderly and/or persons with a disability.

(Code 2017, § 20-279; Ord. No. 2060, § 1, 5-26-1994)

Section 6. Section 19-73, Storage Of Building Materials, and Section 19-74, Certain Commercial Use Of Public Sidewalks, of Division 1, Generally; and Section 19-94, Use Of Public Sidewalks for Sidewalk Cafes, and Section 19-97, Review Of Application, of Division 2,

Sidewalk Cafes, of Article III, Obstructions; and Section 19-185, Removal of Snow And Ice, of Article V, Sidewalk Construction And Repair, of Chapter 19, Streets And Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 19-73, 19-74, 19-94, 19-97 and 19-185 are enacted in lieu thereof, as follows:

Sec. 19-73. Storage of building materials.

- (a) It shall be lawful for persons constructing buildings or making improvements permitted by the city ordinances to use a reasonable portion of the street or sidewalk adjacent to such building or improvement for a reasonable length of time, for depositing building materials, subject to the provisions in this Code governing such deposit and use. Such use shall be confined to one-third of the width of any street between the curbs thereof, and shall not continue longer than shall be necessary with reasonable diligence to supply the requirements of such construction and improvement.
- (b) As a condition precedent therefor, a written permit shall be procured from the director of public works, which permit may provide for the erection and maintenance of a temporary sidewalk by the applicant for the permit as deemed necessary by the director of public works. A suitable roof or covering for the sidewalk shall be provided whenever deemed necessary by the director of public works. The person using such street must keep the gutters therein clear of all obstructions, and must maintain such street and surroundings free from anything dangerous or inconvenient for travel and traffic on account of such construction or improvement.

(Code 2017, § 23-64)

Sec. 19-74. Certain commercial use of public sidewalks.

- (a) Any person may use a maximum of three feet in width of the sidewalk next to and in front of his building in the city for the purpose of displaying samples of goods kept by him for sale, provided that the sidewalk is not less than 12 feet in width, and that nothing is used or set out on the sidewalk for such purposes which might endanger or injure the person or the dress of anyone who might pass on the sidewalk. Nothing in this section shall be construed as permitting the storing of goods on sidewalks.
- (b) Temporary stands may be permitted to be erected on the streets of the city for the sale of goods or merchandise, such permits to be issued by the director of public works in his or her discretion, specifying the location thereof. Such permits shall be subject to revocation at any time, whereupon such stand shall be removed at once from the street.
- (c) No person shall leave upon any sidewalk in front of his place of business any goods, wares or merchandise which may be left there by the person delivering or receiving the goods to or from the owner or occupant of any place of business for a longer period than six hours, nor occupy therefor a space exceeding three feet of the outer edge of the sidewalk.
- (d) Tables, chairs and/or benches. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, that sells food for consumption on or off the premises of such establishment may use that portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of providing tables, chairs and/or benches, for the convenience of and use by such proprietor's customers and others, with the following restrictions:
 - (1) Such proprietor and the proprietor's employees shall not at any time serve any food or beverages to customers or others seated at such tables, chairs and/or benches.
 - (2) There must be a minimum of five feet of unobstructed public sidewalk between any such tables, chairs and/or benches and the curb line of the public street, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in

granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the peculiar circumstances involved with the particular permit application, and the physical characteristics of the public sidewalk area in question.

- (3) No such tables, chairs and/or benches shall be attached in any manner to the public sidewalk or to any public fixtures located on the public sidewalk. The proprietor shall be responsible for any damage to the public sidewalk or to any public fixtures located on the public sidewalk by said tables, chairs and/or benches.
- (4) By the closing time of such establishment each night, all such tables, chairs and/or benches shall either:
 - a. Be moved inside the building that is adjacent to such establishment, restoring the public sidewalk to its normal condition as a pedestrian walkway; or
 - b. Be moved to a location on the public sidewalk that directly abuts the front of the building in which such establishment is located, stacked neatly, and secured by means of chains and locks or some other secure means approved by the city director of public works, and not attached in any manner to the public sidewalk or to any public benches. If the proprietor selects the alternative set forth in this subsection, the proprietor shall be responsible for insuring that such tables, chairs and/or benches do not cause damage to persons or property during the hours such establishment is closed.
- (5) Before a proprietor of such an establishment may lawfully place any tables, chairs and/or benches on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a non-refundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
 - a. The dimensions, including the length and width, of the area of the public sidewalk that is adjacent to said establishment, as described in this subsection;
 - b. The five foot area of unobstructed public sidewalk adjacent to the curb which is to be reserved for pedestrian use;
 - c. The approximate location where the tables, chairs and/or benches shall be positioned, and the size and number thereof;
 - d. The location where the tables, chairs and/or benches shall be stored during the hours when such establishment is closed, in the event the establishment elects not to move said items inside the establishment each night;
 - e. The means by which such tables, chairs and/or benches shall be secured, as provided in this subsection;
 - f. A physical description of the tables, chairs and/or benches that will be used;
 - g. A minimum of a two foot clearance between any such tables, chairs and/or benches and each side of any doorway leading from the establishment onto the public sidewalk;
 - h. Proof that the applicant holds a valid license or permit to operate the establishment;
 - i. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
 - j. Proof of insurance and compliance with the indemnification requirements set forth in subsection (d)(14) of this section; and
 - k. Such other information and documentation as the city may require in order to comply with the requirements of this subsection.

- (6) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city director of public works, and to either Community Main Street, Inc., for tables, chairs and/or benches to be located in the downtown Parkade area of the city, or to College Hill Partnership, for tables, chairs and/or benches to be located in the College Hill area of the city, for review as to compliance with the requirements of this subsection, compliance with the interests of public safety, health or welfare, and compliance with the aesthetics of the area. If the application is approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, as being in compliance with the requirements of this subsection, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection and to correct the reasons for denial thereof. If the revised application is approved by both the director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall issue a permit. If the revised application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.
- (7) Any permit issued under this subsection (d) of this section shall be issued for a period of one year, and may be renewed upon the filing of an application for renewal of the permit before its expiration by the proprietor, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application is being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (8) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (9) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (10) The city director of public works may order the immediate removal of any or all of a permit holder's tables, chairs and/or benches in the event such items are causing a hazard to public safety, health or welfare, are interfering with the unobstructed passage of pedestrians, are unsightly in appearance or unsanitary in condition, are interfering with removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (11) A permit issued under this subsection shall be revoked if the proprietor holding the permit does any of the following:

- a. Fails to maintain a valid license or permit covering the establishment adjacent to where the tables, chairs and/or benches are located;
 - b. Fails to either move the tables, chairs and/or benches inside the establishment, or fails to secure them, as required in subsection (d)(4) of this section;
 - c. Fails to pay the fee for issuance or renewal of the permit;
 - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
 - e. Creates or allows to exist a safety hazard, health hazard, or public nuisance under state law or city ordinance, in connection with the placement or use of the tables, chairs and/or benches. Upon the occurrence of any of the events described in this subsection (d)(11) of this section, the city clerk shall give the proprietor of such establishment notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place tables, chairs and/or benches on the public sidewalk adjacent to the proprietor's establishment.
- (12) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the tables, chairs and/or benches on the public sidewalk.
- (13) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of all tables, chairs and/or benches from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such tables, chairs and/or benches, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (14) A permit shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
- a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
 - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the tables, chairs and/or benches in the public right-of-way.
- (e) Temporary movable signs on certain public sidewalks. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, may use a portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of displaying one temporary movable sign for such establishment, with the following restrictions:
- (1) The portion of the public sidewalk that may be used by the proprietor of such establishment for the display of such signs is the area of the public sidewalk that extends from the storefront of the establishment to the adjacent street curb and between the side property lines of the building in which the establishment is located, as such side property lines are extended to the adjacent street curb.

- (2) There must nevertheless be a minimum of five feet of unobstructed public sidewalk between such storefront and the edge of the sign closest to the storefront, or between the edge of the sign closest to the street and the inside edge of the street curb, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interest of public safety, health, or welfare, in light of the peculiar circumstances involved with the physical characteristics of the public sidewalk area in question; and provided, further, that all such temporary signs must in all events maintain at least a two-foot setback from the outside edge of said sign to the inside edge of the street curb.
- (3) No such temporary movable sign shall be attached in any manner to the public sidewalk, or to any public fixtures located on the public sidewalk, such as tables, chairs, or other fixtures, or on top of any temporary elevations such as fill material or snowbanks.
- (4) No such temporary sign shall exceed 2.5 feet in width and five feet in height in outer frame measurements, with such height measured from the natural grade of the sidewalk surface adjacent to such establishment. No more than one such sign may be placed in front of any single store-front. All such signs must be well-maintained and kept in good repair.
- (5) By the closing time of such establishment each day, each such sign shall be moved inside the building adjacent to which the sign is displayed, restoring the public sidewalk to its normal condition as a pedestrian walkway.
- (6) Before the proprietor of any such an establishment may lawfully place any such temporary sign on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a nonrefundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
 - a. The dimensions, including the length and width, of the public sidewalk that is adjacent to said establishment, as described in this subsection;
 - b. The five-foot area of unobstructed public sidewalk which is to be reserved for pedestrian use, and the two-foot setback from the outside edge of said sign to the inside edge of the street curb;
 - c. The approximate location where the sign shall be positioned, and the size of said sign, including its outer dimensions;
 - d. Proof that the applicant holds a valid license or permit to operate the establishment;
 - e. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
 - f. Proof of insurance and compliance with the indemnification requirements set forth in subsection (e)(15) of this section; and
 - g. Such other information and documentation as the city may require in order to demonstrate that the proprietor complies with the requirements of this subsection.
- (7) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city planner for review as to compliance with the requirements of this subsection, and compliance with the interest of public safety, health, or welfare. If the application is approved by the city planner as being in compliance with the requirements of this subsection, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by the city planner, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection

and to correct the reasons for denial thereof. If the revised application is approved by the city planner, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit. If the revised application is not approved by the city planner, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, and shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.

- (8) Any permit issued under this subsection shall be issued for a period of one-year, and may be renewed upon the filing of an application by the proprietor for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application are being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (9) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (10) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (11) The city planner may order the immediate removal of any such temporary sign in the event such sign is causing a hazard to public safety, health or welfare, is interfering with the unobstructed passage of pedestrians, is unsightly in appearance, is interfering with the removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (12) A permit issued under this subsection shall be revoked by the city if the proprietor holding the permit does any of the following:
 - a. Fails to maintain a valid license or permit covering the establishment adjacent to which the sign is located;
 - b. Fails to move the sign inside the building by closing time of the establishment as required in this subsection;
 - c. Fails to pay the fee for issuance or renewal of the permit;
 - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
 - e. Creates or allows to exist a safety hazard in connection with the placement of the sign.

Upon occurrence of any of the events described in this subsection, the city clerk shall give the proprietor of such establishment seven days' written notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place any such sign on the public sidewalk adjacent to the proprietor's establishment.

- (13) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the sign on the public sidewalk.
- (14) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of the sign from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such sign, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (15) A permit for a temporary movable sign shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
 - a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
 - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

(Code 2017, § 23-65; Ord. No. 2141, § 1, 4-22-1996; Ord. No. 2578, § 1, 6-12-2006; Ord. No. 2647, §§ 1, 2, 2-25-2008; Ord. No. 2798, §§ 1, 2, 9-9-2013)

Sec. 19-94. Use of public sidewalks for sidewalk cafes.

- (a) Sidewalk cafes shall only be permitted in those areas of the city which meet all of the following requirements:
 - (1) Are within the public right-of-way of the city;
 - (2) Are within those areas of the city that are zoned C-3 Commercial District under the zoning chapter;
 - (3) Are within an area of the public sidewalk where the public right-of-way directly abuts on a private building line; and
 - (4) Meet all of the other requirements of this division.
- (b) The sidewalk cafe area must be adjacent to and contiguous with one side of the building it serves, and in which a restaurant is located and operating, and may not extend beyond the side property lines of such building as extended to the adjacent street.
- (c) There must be a minimum of five feet of unobstructed public sidewalk between the boundary of the sidewalk cafe area and the curb line of the public street, free of any lampposts, public benches, planters, trees, tree grates, or other public fixtures located within the public sidewalk, in order to allow for the free passage of pedestrian traffic on the adjacent public sidewalk; provided, however, that the city may, in granting the sidewalk cafe permit, require more than five feet of unobstructed public sidewalk clearance for any sidewalk cafe if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the

peculiar circumstances involved with the particular cafe permit application, the configuration of the proposed sidewalk cafe permit, and the physical characteristics of the public sidewalk, parking areas and streets adjacent thereto.

- (d) The sidewalk cafe area shall maintain a minimum of a two-foot clearance on each side of any doorway leading from the building onto the public sidewalk.
- (e) Any sidewalk cafe area that serves alcoholic beverages must be situated so that no part of the sidewalk cafe area is less than 300 feet from the boundary of any area of the city that is zoned residential under the zoning chapter.
- (f) No part of the sidewalk cafe area shall be located within that portion of the public sidewalk lying between the lines formed by the extension of the exterior building lines to the adjacent intersecting streets, or within ten feet of any public alley.
- (g) The sidewalk cafe area shall be delineated by, and the sidewalk cafe elements divided from, that portion of the adjacent public sidewalk lying outside of the sidewalk cafe area, by a barrier at least three feet in height, consisting of:
 - (1) Fencing or other rigid structure; or
 - (2) Ropes of a design or type approved by the director of public works and the design committee of the respective district.
- (h) All sidewalk cafe elements must either:
 - (1) Be removed from the public right-of-way within 30 minutes of the closing time of the sidewalk cafe each night, restoring the sidewalk cafe to its normal condition as a pedestrian walkway; or
 - (2) Be orderly secured within 30 minutes after the closing time of the sidewalk cafe each night, by means of chains and locks or some other secure means, in such a way that such cafe elements cannot be used to cause damage to persons or property. If the proprietor attaches any sidewalk cafe elements to approved public property, the proprietor shall be responsible for restoring property to its original condition or condition of suitable agreement with the city, such as seasonal plugs, whenever the elements are removed per subsection (n) of this section. Upon completion of the repairs, the city will inspect for compliance.
 - a. The proprietor may select either of the above alternatives, provided that, if the proprietor selects the alternative set forth in subsection (h)(2) of this section, the proprietor shall be responsible for insuring that such sidewalk cafe elements do not cause damage to persons or property and do not inhibit or obstruct regular sidewalk maintenance including, but not limited to, ordinary repair and snow removal. Except as expressly provided for in subsection (h)(2) of this section, no property shall be stored on the public right-of-way.
 - b. Notwithstanding the provisions of subsection (h)(2) of this subsection, if the proprietor elects to close the sidewalk cafe during certain times of the year, as provided for in section 19-96(10), then all sidewalk cafe elements shall be removed.
- (i) Sidewalk cafe elements may consist of tables, chairs, fencing, planters and plants, and umbrellas and awnings and similar fixtures if approved by the city as part of the sidewalk cafe permit process.
- (j) A sidewalk cafe may not use or incorporate into the sidewalk cafe area any public fixtures such as benches, seats, planters, trash receptacles, lampposts, or any other publicly owned structures located in any part of the public right-of-way.
- (k) Except as otherwise expressly provided in subsection (h)(2) of this section, stacking of chairs or tables in the sidewalk cafe area is not permitted at any time.
- (l) Outdoor heaters are allowed if approved by the city as part of the sidewalk cafe permit process, or subsequently approved by the city in the same manner as the sidewalk cafe permit.
- (m) No advertising or signage shall be permitted in a sidewalk cafe area except that the name of the establishment may be printed on chairs, tables, umbrellas or other amenities as approved by the city.

- (n) In the event of any damage to the surface of any part of the public sidewalk lying within or immediately adjacent to the confines or boundaries of the sidewalk cafe area, the proprietor of the sidewalk cafe and the adjacent restaurant shall repair the damage to the specifications of the director of public works of the city. If the proprietor fails or refuses to repair such damage within 30 days after written notice from the city to do so, the director of public works of the city shall cause the work to be done and billed to the proprietor. All costs, including administration and city staff time shall be computed and will be invoiced as part of the project. Any failure of the proprietor to reimburse the city for the cost of such work shall be grounds for termination of the proprietor's sidewalk cafe permit. Any such costs shall be deducted from the proprietor's cash deposit, and the balance may be collected from the proprietor by legal proceedings instituted by the city, including placing a lien on the property.
- (o) The sidewalk cafe shall be equipped with an inside or outside water source to clean the sidewalk cafe area, as provided in section 19-95(5).
- (p) No bottles, cans or pitchers shall be used to serve beverages.
- (q) The city reserves the right to limit the number of permits issued for sidewalk cafes if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose.

(Code 2017, § 23-68; Ord. No. 2827, § 2, 9-2-2014)

Sec. 19-97. Review of application.

- (a) The city clerk shall submit a copy of the application and all accompanying documents to the following city staff for review and for either approval or denial:
 - (1) The city building official.
 - (2) The city fire chief.
 - (3) The city police chief.
 - (4) The city planning and community services manager.
 - (5) The city director of public works.
- (b) Within 15 days after receipt of such documents, each such city official shall forward to the city clerk his approval or denial of the application, and in case of denial, the reason or reasons for denial. The applicant shall be notified of the results of the reviews and shall be afforded a period of 15 days to supplement, correct or modify the application to address the city officials' reasons for denial.
- (c) If the city officials all approve the application, and the applicant has complied with all other requirements of this division, the city clerk shall issue a sidewalk cafe permit to the applicant, including the requirement for city council approval of a public right-of-way easement agreement.
- (d) After 30 days from the date of filing of the application, if the applicant has not received all necessary city staff approvals, or if the application has been denied by one or more of such city officials, the application shall be considered denied. The applicant may file a written appeal of the denial to the administration committee of the city council within 45 days of the date of original filing of the application with the city clerk. The administration committee shall schedule a hearing within 20 days of the date of the notice of appeal. The applicant shall be notified in writing of the date, time and place of hearing. The committee shall afford the applicant the opportunity to present information to the committee in support of the application. Within ten days after such hearing, the administration committee shall issue its decision, which may either affirm or reverse the denial of the application, or affirm the application subject to certain conditions. The decision of the administration committee shall be final. No new application for a sidewalk cafe permit shall be submitted by the same applicant for

the same location for a period of six months from the date of the decision of the administration committee denying any application for a sidewalk cafe permit.

- (e) If the application is granted by the city officials or by the administration committee after appeal, the city clerk shall issue the sidewalk cafe permit for a period of one year, or until the date for renewal of the applicant's liquor control license or wine or beer permit, whichever is less. Thereafter, the permit shall be applied for, and, if approved as provided herein, issued, for successive one-year periods that run concurrent with the applicant's liquor control license or wine or beer permit. If the application does not include a request to serve alcoholic beverages, the initial permit and all renewal permits shall be issued for a one-year period.
- (f) The city reserves the right to either deny an application for a sidewalk cafe permit which otherwise meets the requirements of this division or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this division if, in the reasonable determination of the city, either granting the sidewalk cafe permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort and convenience of the city's residents.

(Code 2017, § 23-71; Ord. No. 2827, § 5, 9-2-2014)

Sec. 19-185. Removal of snow and ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

(Code 2017, § 23-134; Ord. No. 2410, § 2, 1-13-2003)

Section 7. Section 23-71, Duty to Erect and Maintain Signs, Section 23-72, Authority To Place Traffic Control Devices, Section 23-73, Placement Of One-Way Street Signs, Section 23-74, Marking Of Traffic Lanes, Section 23-75, Marking Of Turn Lanes, Section 23-76, Placement Of Stop Signs At Intersections, Section 23-77, Establishment Of Crosswalks And Safety Zones, Section 23-78, Placement Of Stop Signs At School Zones, Section 23-79, Erection Of Automatic Stop Signals At School Zones, Section 23-80, Painting Of Curbs Or Erection Of Signs Prohibiting Parking Or Standing, Section 23-81, Regulation Of Parking Adjacent To Schools, Section 23-82, Establishment Of Temporary No Parking Zones And One-Way Streets, Section 23-83, Marking Of Parking Spaces, of Division 2, Department Of Municipal Operations And Programs Traffic Standards, of Article II, Administration and Obedience; and Section 23-388, Prohibited Parking During Snow Removal, of Division 1, Generally, of Article IV, Stopping, Standing And Parking, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 23-72, 23-73, 23-74, 23-75, 23-76, 23-77, 23-78, 23-79, 23-80, 23-81, 23-82, 23-83 and 23-388 are enacted in lieu thereof, as follows:

DIVISION 2. DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS

Sec. 23-71. Duty to erect and maintain signs.

It shall be the duty of the department of public works to cause necessary and appropriate signs to be posted and maintained along the streets designated in this chapter, informing the general public of restrictions on parking, speed and other traffic restrictions.

(Code 2017, § 26-62)

Sec. 23-72. Authority to place traffic control devices.

The department of public works may place and maintain such traffic control devices as it may deem necessary to guide or warn traffic.

(Code 2017, § 26-63)

Sec. 23-73. Placement of one-way street signs.

Whenever any ordinance of the city designates any one-way street or alley, the department of public works shall supervise the placing and maintaining of signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(Code 2017, § 26-64)

Sec. 23-74. Marking of traffic lanes.

- (a) The director of the public works is hereby authorized to supervise the marking of the traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.
- (b) Where such traffic lanes have been marked it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lane, except when lawfully passing another vehicle, or preparatory to making a lawful turning movement.

(Code 2017, § 26-65)

Sec. 23-75. Marking of turn lanes.

The director of public works may cause markers, buttons or signs to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in section 23-325 be taken by vehicles turning at intersections, and, when markers, buttons or signs are so placed, no driver of a vehicle shall turn at an intersection other than as directed and required by such markers, buttons or signs.

(Code 2017, § 26-66)

Sec. 23-76. Placement of stop signs at intersections.

Whenever any ordinance of the city designates and describes a through street, it shall be the duty of the department of public works to supervise the placing and maintenance of a stop sign on each and every street intersecting such through street or intersecting that portion thereof described and designated

as such by any ordinance of the city, unless traffic at any such intersection is controlled at all times by traffic control signals; provided, however, that at the intersection of two such through streets or at the intersection of a through street and a heavy traffic street not so designated, stop signs shall be erected at the approaches of either of such streets as may be determined by the department director upon the basis of a traffic study.

(Code 2017, § 26-67)

Sec. 23-77. Establishment of crosswalks and safety zones.

The director of public works is hereby authorized to:

- (1) Designate and supervise maintenance, by appropriate devices, marks or lines upon the surface of the roadway, of crosswalks at intersections where in the opinion there is particular danger to pedestrians crossing the roadway, and at such other places as the director may deem necessary.
- (2) Establish safety zones of such kind and character and at such places as the director may deem necessary for the protection of pedestrians.

(Code 2017, § 26-68)

Sec. 23-78. Placement of stop signs at school zones.

The department of public works shall conspicuously place stop signs bearing the words "Stop School Zone" at the places designated by the council. Such signs shall be of sufficient size to be easily readable at a distance of 100 feet by persons using such streets.

(Code 2017, § 26-69)

Sec. 23-79. Erection of automatic stop signals at school zones.

The department of public works may cause to be erected automatically controlled school stop signs in place of movable school stop signs, and all motor vehicles approaching such zone when the automatic signal is in operation and displaying a flashing red light or steady red light shall stop and proceed only when the automatically controlled school stop sign changes to flashing amber or green or yellow.

(Code 2017, § 26-70)

Sec. 23-80. Painting of curbs or erection of signs prohibiting parking or standing.

- (a) Where, because of restrictions for visibility and where standing or parked vehicles could constitute a hazard to moving traffic, the director of public works, as traffic conditions require, may cause curbs or portions of streets to be painted with a yellow or orange color, or erect "No Parking or Standing" signs prohibiting parking or standing, and it shall be unlawful for the operator of any vehicle to stand or park a vehicle in an area so painted or signposted.
- (b) Immediately upon causing curbs to be painted or signs erected, the director shall notify the council in writing of the director's action, setting forth the area painted or posted and the reasons therefor. The council, at the next regular meeting, shall approve the actions of the director, or refuse to approve the actions and order the signs or the paint removed.
- (c) The city council may also, on its own motion, by ordinance, as traffic conditions require, prohibit parking on certain streets; and when the council has so determined the director shall cause curbs to be painted or signs to be posted as directed.

(Code 2017, § 26-71)

Sec. 23-81. Regulation of parking adjacent to schools.

- (a) The department of public works is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in its opinion, interfere with traffic or create a hazardous situation.
- (b) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as authorized in this section, no person shall park a vehicle in any such designated place.

(Code 2017, § 26-72)

Sec. 23-82. Establishment of temporary no parking zones and one-way streets.

- (a) The chief of police and director of public works, or persons designated by them, are hereby authorized to prohibit parking on streets within the city on a temporary basis and to establish temporary one-way traffic on streets to expedite traffic when a special event or unusual circumstance occurs in the city which creates an unusually large volume of traffic which, in the opinion of the chief of police, director of public works or others authorized by them, creates hazards to traffic and pedestrians.
- (b) Whenever the chief of police, director of public works or persons authorized by them shall temporarily prohibit parking on a street or temporarily establish one-way traffic on a street, they shall cause appropriate notice to be given with a means of notice reasonably calculated to give notice to operators of motor vehicles of the prohibited parking or the one-way traffic movement. Such notice may be by special signs or by a temporary alteration of the existing signs or signing method which may be deemed appropriate, or by direction of individuals authorized by the chief of police to direct such traffic and such parking.

(Code 2017, § 26-73)

Sec. 23-83. Marking of parking spaces.

- (a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking meter zones designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.
- (b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

Sec. 23-388. Prohibited parking during snow removal.

- (a) Whenever the mayor or director of public works or the director's designee finds on the basis of excess accumulation of snow, that weather conditions have created or are likely to create hazardous road and driving conditions which will impede or are likely to impede movement of fire, health, police, emergency or other vital vehicular traffic, the mayor or director of public works or the director's designee may declare a snow emergency, and declare that snow removal from priority streets shall begin and shall prohibit parking or stopping of vehicles on designated snow removal routes. While the snow emergency is in effect, no person shall park, abandon or leave unattended any vehicle

upon any snow removal route or portion of such route, as designated as such by subsection (d) of this section. Each street designated as a snow removal route shall be marked with signs displaying the words, "Emergency Snow Route." A snow removal parking ban shall continue from its declaration through the duration of the snow storm, and until the mayor or director of public works or the director's designee issues notice that the snow emergency is at an end. The public will be notified via local radio, television and newspaper when the snow emergency begins and is concluded. The parking prohibition on snow removal routes shall not go into effect until two hours after the snow emergency has been declared in accordance with this section. Termination of the parking prohibition shall be effective immediately upon the announcement that the snow emergency is at an end.

- (b) When it is declared that snow removal operations are to begin, it shall be unlawful for the driver of any vehicle to impede or block traffic on designated snow removal routes.
- (c) Any police officer of the city police operations division, including duly authorized volunteer officers, or the director of public works or the director's designee shall be authorized to cause the towing of vehicles blocking traffic or parking on designated snow removal routes during snow removal operations in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle as provided herein. In addition any police officer of the city police operations division, including duly authorized volunteer officers, the director of public works or the director's designee shall be authorized to issue parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.
- (d) Priority snow removal routes are designated as follows:

Street	Portion Where Parking Prohibited
Second Street	From State Street to Franklin Street
Third Street	From State Street to Franklin Street
Fourth Street	From State Street to Washington Street
Fifth Street	From State Street to Washington Street
Sixth Street	From State Street to Clay Street
18th Street (West)	From College Street to Hudson Road
23rd Street	From College Street to Merner Avenue
Clay Street	From First Street to Sixth Street
College Street	From University Avenue to 18th Street
Division Street	From Eighth Street to 12th Street

Franklin Street	From Sixth Street to First Street
Main Street	From First Street to Sixth Street
Orchard Drive	From South Main Street to Cedar Heights Drive
State Street	From First Street to Sixth Street
Walnut Street	From First Street to 18th Street
Washington Street	From First Street to Sixth Street

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

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

Section 8. Section 24-6, Relocation of Utility Facilities Underground, of Article I, In General, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 24-6 is enacted in lieu thereof, as follows:

Sec. 24-6. Relocation of utility facilities underground.

- (a) Assessment of utilities.
 - (1) Upon adoption of the ordinance from which this article is derived and periodically thereafter, but at intervals of not more than four years, the director of public works of the city, in consultation with the general manager of the city utilities, shall assess the condition of aboveground electric, telephone, cable or video systems, internet or other telecommunications utilities facilities, including poles, guy wires, lines, and other aboveground infrastructure within the city.
 - (2) At intervals of not more than four years from and after adoption of the ordinance from which this article is derived, the general manager of the city utilities shall submit a proposed long-range, underground and aboveground master plan or plans of the city utilities infrastructure to the director of public works of the city. Such plan or plans shall designate the locations within the city where then-existing and future planned city utilities infrastructure should be placed underground, or should remain or be placed overhead. Such plan or plans shall be based upon factors such as the age, size, type and condition of the then-existing and future planned utilities infrastructure; city and/or city utilities plans to reconstruct streets, sidewalks, sanitary and storm sewer facilities, and other public infrastructure along city streets; the age, size and condition of trees along the public right-of-way; whether the public right-of-way lies within the 500-year flood level; the available width of public right-of-way for installation and maintenance of city utilities

lines and service boxes; appropriateness of placement, installation and maintenance of high-voltage and/or high-amperage electric lines and related facilities; the availability of federal or state disaster-related grants or funds to replace aboveground utilities infrastructure that may be conditioned upon such replacement infrastructure being placed either aboveground or underground; and other relevant factors, including, without limitation, matters relating to public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services.

- (3) After submission of such plan, consultation with the general manager of the city utilities regarding such plan, and such investigation as shall be determined appropriate by the director of public works of the city, said long-range plan or plans may be approved by the director of public works of the city, in whole or in part, or may be modified in whole or in part, as deemed appropriate by such directors. After such long-range plan or plans have been reviewed, approved, and/or modified, in whole or in part, such plan or plans shall serve as the guide for installation of city utility facilities and infrastructure either aboveground, or underground, as the case may be, within the city, for the subsequent four-year period.
- (b) When the director of public works of the city reasonably determine that the aboveground utilities facilities in a particular block or blocks of the city should be relocated underground, by reason of the age and condition of the aboveground utilities infrastructure, city and/or city utility plans to reconstruct streets, sanitary and storm sewer facilities and other public infrastructure along streets, the age, size and condition of trees along the public right-of-way, or other relevant factors, including without limitation public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services, the director of public works shall cause a written notice to be sent by certified mail to each public utility whose services make use of any of the aboveground utilities infrastructure in that particular block or blocks of the city. Such notice shall be given at least 180 days prior to the date work installing such utilities facilities underground shall commence. The notice shall include an order that the identified facilities shall be removed from poles and placed underground as provided in this chapter. The notice shall provide a date certain by which time the facilities must be placed underground. The director of public works shall coordinate a meeting among all affected public utilities, to plan for the work necessary to install all such utilities facilities underground. To the maximum extent practicable, the city shall endeavor to cause all of such utilities providers to install their utilities facilities underground in a common trench, and at the same time, in order to minimize disruption in the public right-of-way, and to cause said utilities facilities to be installed underground in the most economically feasible manner for both the city and for all such public utility providers. Any facility not placed underground in a common trench must nonetheless be placed underground in a location consistent with city allocation of uses of the right-of-way as approved by the director of public works. In directing placement of facilities underground, the director may exempt facilities or portions of facilities that cannot be undergrounded safely or without adversely affecting the reliability or functionality of such facilities or portions of such facilities.
- (c) The city director shall ensure that the decision to relocate the utility facilities underground in such area and any exemptions granted, are made in an open, comparable, non-discriminatory and competitively neutral basis among the public utility providers.
- (d) If any utility provider objects to the determination of the city to cause said utilities' facilities to be installed underground, such utility provider shall file a written notice of appeal with the city council, by filing the notice of appeal with the city clerk, within 90 days of the date the notice to install the facilities underground is mailed to such utility provider. The city council, or the administration committee of the city council, as the case may be, shall hold a hearing on the petitioner's appeal within 60 days of the date of receipt of the notice of appeal. The petitioner may present written and oral evidence at the hearing in support of its appeal, and may be represented by counsel at its own expense. The city director of public works along with any other appropriate witnesses shall appear at the hearing, and shall present written and oral evidence in support of the notice to require the utilities' facilities to be installed underground, and shall be represented by the city attorney. At the conclusion of the hearing, the city council, or the administration committee of the city council, as the case may be, shall close the hearing, and shall issue a written decision on the appeal within 20 days of the date of closing of the hearing on the appeal.

- (e) In considering the appeal, the city council or administration committee, as the case may be, shall determine whether the decision of the director of public works complies with the purposes stated in this chapter, and if there is a reasonable factual basis for the determination of said official that the public utilities facilities in the area in question should, in the interests of public safety, health, welfare, convenience, aesthetics, economy, energy conservation, reliability of services and other relevant factors, be relocated underground; and whether the decision of said official regarding the relocation of the utilities facilities underground has been exercised in an open, comparable, non-discriminatory and competitively neutral basis among all such public utility providers.

(Code 2017, § 27-6; Ord. No. 2717, § 1, 9-13-2010; Ord. No. 2791, § 1, 4-22-2013)

INTRODUCED: _____ May 6, 2019 _____

PASSED 1ST CONSIDERATION: _____ May 6, 2019 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2942

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SUBSECTION 15-2(20), NUISANCE DEFINED; CERTAIN ACTS, CONDITIONS DECLARED AS NUISANCES, OF ARTICLE I, IN GENERAL, OF CHAPTER 15, NUISANCES; **(2)**. SECTION 17-40, SUPERVISION; APPOINTMENT OF ARBORIST SUPERVISOR, SECTION 17-41, DUTIES OF ARBORIST SUPERVISOR, SECTION 17-42, ACTING ARBORIST SUPERVISOR, OF DIVISION 2, ARBORIST SECTION; AND SECTION 17-75, SUPERVISION; APPOINTMENT OF CEMETERY SUPERVISOR, SECTION 17-86, CARE OF CEMETERY LOTS, SECTION 17-88, PLANTING OF TREES, SHRUBS, ETC., ON CEMETERY LOTS, AND SECTION 17-89, CUTTING OR REMOVAL OF TREES AND SHRUBS IN CEMETERIES, OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION; **(3)**. SECTION 17-231, PERMIT FOR PLANTING, TRIMMING OR OTHER WORK, SECTION 17-232, TREE TRIMMER'S LICENSE, SECTION 17-236, FASTENING SIGNS, WIRES, ETC., SECTION 17-237, DEPOSIT OR STORAGE OF MATERIALS IMPEDING PASSAGE OF WATER AND AIR TO ROOTS, SECTION 17-245, FAILURE TO DESTROY INFECTED TREES OR WOOD; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION; **(4)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Subsection 15-2(20), 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 repealed in its entirety and new Subsection 15-2(20) is enacted in lieu thereof, as follows:

Sec. 15-2. Nuisance defined; certain acts, conditions declared as nuisances.

Whatever is injurious to the senses or an obstruction to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property by the public or

community shall be deemed a nuisance. Nuisances shall include, but shall not be limited to, the following:

* * *

- (20) Trees infected with infectious disease as identified by the city arborist or operations and maintenance division manager; or any dead, diseased or damaged trees or plant materials which may harbor serious insect or disease pests or disease injurious to other trees or plant materials, or any healthy tree in such a state of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons. The stump of any tree that is removed must be cut flush with ground level, unless the stump is made into a decorative, tasteful yard element.

Section 2. Section 17-40, Supervision; Appointment of Arborist Supervisor, Section 17-41, Duties Of Arborist Supervisor, Section 17-42, Acting Arborist Supervisor, of Division 2, Arborist Section; and Section 17-75, Supervision; Appointment Of Cemetery Supervisor, Section 17-86, Care of Cemetery Lots, Section 17-88, Planting of Trees, Shrubs, Etc., on Cemetery Lots and Section 17-89, Cutting or Removal of Trees and Shrubs in Cemeteries, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-40, 17-41, 17-42, 17-75, 17-86, 17-88, and 17-89 are enacted in lieu thereof, as follows:

Sec. 17-40. Supervision; appointment of arborist.

The arborist section of the public works department, operations and maintenance division, shall be under the control of the arborist, who shall be appointed by the operations and maintenance manager of the public works department, and be directly responsible to the public works and parks supervisor.

(Code 2017, § 20-91; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-41. Duties of arborist .

The arborist shall have the following duties and responsibilities under the supervision of the public works and parks supervisor:

- (1) To cause, unless otherwise provided, the provisions of this division to be enforced.
- (2) To direct, regulate and control the planting, caring for and removing of all trees and shrubs growing in the streets, parks or other public places in the city.
- (3) To advise the owners and occupants of private property regarding the kind, culture, care and disposal of any tree or shrub within the city limits.

(Code 2017, § 20-92; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-42. Acting arborist.

In the absence of the arborist, the duties and responsibilities of the arborist enumerated in this division shall be those of a designee appointed by the operations and maintenance division manager.

(Code 2017, § 20-93; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-75. Supervision; appointment of cemetery supervisor.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-86. Care of cemetery lots.

- (a) *Persons authorized to care for lots.* No person, other than the owner or his heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot; but all lots for the care of which no provision has been made by a deposit in the permanent care fund shall be properly cared for by the duly authorized cemetery supervisor under the direction of the operations and maintenance division manager.
- (b) *Lots provided for by deposit for permanent care.* All cemetery lots, the care of which is provided for by a deposit in the permanent care fund, shall be especially under the charge of the cemetery supervisor, who shall properly seed or sod the lots as often as required, keep them mowed during the entire growing season, cut all grass around any marker or monument, and at all times keep such lots in a clean and attractive condition.
- (c) *Special assessment.* A special assessment in accordance with the rates adopted by the council by resolution therefor shall be made against each and every occupied cemetery lot in a cemetery, where no other provision has been made for the care of the lot, payable at the office of the city clerk, without notice, on or before May 1 of each year. Such assessment shall be delinquent on October 1 following, at which date a penalty of 25 percent shall be added. No further burials shall be made on any lot on which an assessment is due until the assessment, with all penalties, has been paid in full.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-88. Planting of trees, shrubs, etc., on cemetery lots.

No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the cemetery supervisor or the operations and maintenance division manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed by the cemetery supervisor without notice.

(Code 2017, § 20-119; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-89. Cutting or removal of trees and shrubs in cemeteries.

No person shall cut down or remove any trees and shrubs naturally growing in a cemetery without the consent of the cemetery supervisor or the operations and maintenance division manager.

(Code 2017, § 20-120; Ord. No. 2823, § 1, 6-23-2014)

Section 3. Section 17-231, Permit For Planting, Trimming or Other Work, Section 17-232, Tree Trimmer's License, Section 17-236, Fastening Signs, Wires, Etc., Section 17-237, Deposit or Storage of Materials Impeding Passage of Water And Air To Roots, Section 17-245, Failure To Destroy Infected Trees or Wood; Destruction By City, of Article VI, Trees And Shrubs, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-231, 17-232, 17-236, 17-237 and 17-245 are enacted in lieu thereof, as follows:

Sec. 17-231. Permit for planting, trimming or other work.

- (a) *Required.* No person shall plant, move, spray, fertilize, brace, trim, cut above or below ground or otherwise disturb any tree or shrub in any street, park or other public place in the city, or cause such action to be done by others, without first obtaining a written permit from the operations and maintenance division manager, who shall issue the permit if, in the judgment of the division manager, the desired work is necessary and the proposed method and workmanship thereof are of satisfactory nature; provided that a permit will not be required for the trimming or maintaining of shrubbery growing on any street, park or other public place if such shrubbery does not constitute a public nuisance.
- (b) *Bond.* The operations and maintenance manager or arborist supervisor may demand the posting of bond or insurance before the permit is granted. Such bond or insurance shall be of sufficient amount to reasonably cover any damages that may occur to life or property while the provisions of the permit are being carried out.
- (c) *Contents.* Every permit granted in accordance with this section by the operations and maintenance manager shall describe the work to be done and the estimated cost, define the species, sizes and locations of all trees and shrubs concerned, and contain a definite date of expiration.
- (d) *Violation of terms.* Any permit may be declared void if the terms are violated.

(Code 2017, § 20-248)

Sec. 17-232. Tree trimmer's license.

- (a) *Required; issuance.* No person shall engage in the business of removing, cutting or trimming of trees or shrubbery in the city without first being granted a license as a tree trimmer. Such license shall allow the removing, cutting and trimming of shade trees over 30 feet in height standing in any street or other public or private place in the city, upon payment of an annual license fee of such amount as is established by resolution of the city council from time to time, which shall become due and payable on January 1 of each year.
- (b) *Bond.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall deposit with the city clerk a good and sufficient bond or evidence of insurance of such amount as is established by the city council from time to time, conditioned that such person

will faithfully comply with the provisions of this article, and further conditioned to indemnify, save and keep harmless the city and its officers from any and all claims, damages and losses and actions by reason of any acts or things done under or by authority or permission granted in this section.

- (c) *Proof of workers' compensation.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall furnish satisfactory evidence to the arborist or operations and maintenance manager that the workers employed by him are covered by a suitable workers' compensation policy according to the laws of the state.
- (d) *Certificate of general liability insurance.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall file with the city clerk a certificate of general liability insurance written by a company authorized to transact business in the state, in limits for property damage and for a combined single limit for any person, in amounts established by the city council from time to time, said certificate to be written on a standard form and carrying an endorsement naming the city and its employees as additional insureds as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules and regulations of the city. It shall be a further condition of said certificate of insurance that the obligator will hold the city harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate. Said certificate of insurance shall be issued on or before engaging in the business or occupation described above and shall be refilled annually and kept in continuous full force and effect. That it is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it be trade name, corporation, or other business association or arrangement with which the principal is associated.

(Code 2017, § 20-249; Ord. No. 2181, §§ 1, 2, 3-24-1997; Ord. No. 2421, § 1, 3-10-2003; Ord. No. 2443, § 1, 8-25-2003)

Sec. 17-236. Fastening signs, wires, etc.

No person shall fasten any sign, box, wire, rope or other material to, around or through any tree or shrub in any street, park or other public place in the city, except by permission of the arborist or operations and maintenance manager, or when such materials are designed to preserve such tree or shrub and have been placed under a permit granted by the arborist.

(Code 2017, § 20-253)

Sec. 17-237. Deposit or storage of materials impeding passage of water and air to roots.

No person shall deposit, place, store or maintain upon any street, park or other public place in the city any stone, brick, sand, concrete or other material which will impede the free passage of water, air and fertilizer to the roots of any tree or shrub growing therein, except by the permission of the arborist or operations and maintenance division manager, or when such materials are designed for the construction of sidewalks, paving, gutters or other public improvements and have been placed under a permit granted by the city or some department thereof.

(Code 2017, § 20-254)

Sec. 17-245. Failure to destroy infected trees or wood; destruction by city.

- (a) Each day a nuisance shall continue, after notice from the operations and maintenance division manager or his designee to abate the nuisance within the period set forth in subsection (b) of this section, shall constitute a separate offense. Such notice shall be given and shall be deemed complete when delivered to such owner, lessee or other person in control of such lot or tract of land, or by sending such notice to the owner, lessee or other person in control of such lot or tract of land, by the United States registered mail, addressed to the owner, lessee or other person in control of such lot or tract of land at his last known address.
- (b) If an owner, lessee or other person in control of a lot or tract of land upon which a nuisance exists fails to remove or destroy a tree or wood infected with Dutch elm disease or other disease or Elmwood with bark not removed, and the roots thereof, as directed by the operations and maintenance division manager, within ten days after notice from the operations and maintenance division manager to do so, the operations and maintenance division manager, without prejudice to the penalty provided in this article, shall effect removal at the expense of such person. The cost thereof shall be assessed in accordance with Iowa Code § 364.12(3)(b), (3)(h).

(Code 2017, § 20-261)

INTRODUCED: _____ May 6, 2019 _____

PASSED 1ST CONSIDERATION: _____ May 6, 2019 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2943

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SECTION 2-475, OF DIVISION 1, GENERALLY, AND SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND SECTION 2-918, DIRECTOR OF PUBLIC SAFETY SERVICES—GENERALLY, OF DIVISION 1, GENERALLY, AND SECTION 2-987, FIRE CHIEF, OF DIVISION 3, FIRE OPERATIONS DIVISION, OF ARTICLE VIII, DEPARTMENT OF PUBLIC SAFETY SERVICES, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION; **(2)**. SUBSECTION 12-27(a), MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE II, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS; **(3)**. SECTION 15-80, ENFORCEMENT OF ARTICLE, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(4)**. SECTION 17-140, POWERS AND DUTIES OF BOARD, OF ARTICLE III, ART AND CULTURE CENTER BOARD; AND SECTION 17-304, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD AND SECTION 305, POWERS AND DUTIES OF BOARD, OF ARTICLE VIII, VISITORS AND TOURISM BOARD; AND SECTION 17-332, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS, AND SECTION 17-337, POWERS AND DUTIES OF BOARD, OF ARTICLE IX, COMMUNITY CENTER AND SENIOR SERVICES BOARD, ALL CONTAINED IN CHAPTER 17, PARKS AND RECREATION; **(5)**. SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(6)**. SECTION 24-38, WATER RECLAMATION DIVISION, AND SECTION 24-41, GENERAL RENTAL FEES, OF DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, AND SECTION 24-274, MONITORING OF DISCHARGES, OF ARTICLE IV, ILLICIT DISCHARGE DETECTION AND ELIMINATION, ALL CONTAINED IN CHAPTER 24, UTILITIES; **(7)**. SUBSECTION 26-62(f), APPEALS,

OF DIVISION 2, BOARD OF ADJUSTMENT, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT; AND SECTION 26-190, P PUBLIC ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING; **(8)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 2-475, of Division 1, Generally, and Section 2-537, Information Systems Manager, of Division 3, Information Systems Division, of Article V, Department of Finance And Business Operations; and Section 2-918, Director Of Public Safety Services—Generally, of Division 1, Generally, and Section 2-987, Fire Chief, of Division 3, Fire Operations Division, of Article VIII, Department of Public Safety Services, All Contained In Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 2-475, 2-537, 2-918 and 2-987 are enacted in lieu thereof, as follows:

Sec. 2-475. Director of finance and business operations—Generally.

- (a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
- (1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:
 - a. Public records.
 - b. Financial services.
 - c. Legal services.
 - d. Information systems.The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney and to recommend to the city administrator, city council, and mayor a city clerk for yearly appointment as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.
 - (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.
 - (4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
 - (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment.
 - (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
 - (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
 - (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
 - (8) Coordinating the purchase and usage of video production equipment.
 - (9) Managing the city's government, educational, local origination and public access channels.
 - (10) Coordinating the production of video programs for the government access channel with all city departments.
 - (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
 - (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (13) Maintaining and operating police computer and video systems.
 - (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-918. Director of public safety services—Generally.

- (a) *Appointment.* The director of public safety services shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city

council approval. Such appointment shall be in accordance with all applicable statutory civil service procedures.

(b) *Powers and duties.*

- (1) The director of public safety services shall supervise, direct and manage the conduct of the following divisions:
 - a. Police operations.
 - b. Fire operations.
- (2) The director is empowered to exert supervisory and management control over each division. The director may also serve as either the police chief or the fire chief. The director is empowered to recommend for appointment to the city administrator, and by the city administrator to the mayor, for city council approval, either a deputy director of police operations (police chief) or a deputy director of fire operations (fire chief), who are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her respective division.
- (3) The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with police and fire protection. Said policies and programs shall provide the latitude for each division chief to respond rapidly and effectively during emergencies within the scope of federal, state and local regulations.
- (4) It shall be the duty of the director to cause the enforcement of the laws of the state and the ordinances of the city of which the department takes cognizance. The director shall also be responsible for the control, direction, efficiency, and internal affairs of the department of public safety services and shall have the power and authority to establish and assign programs within the department as is deemed necessary to carry out the functions, objectives and goals of said department mandated by the city council, state or federal government of said department and to proscribe rules, regulations, policies and procedures for the conduct and management of that department as deemed necessary to implement said programs. The director may peremptorily suspend, demote, or discharge any subordinate appointed by the director for any lawful reason.
- (5) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-628; Ord. No. 2825, § 4, 6-23-2014)

Sec. 2-978. Fire chief.

- (a) *Appointment.* If the director of the public safety services department is not the appointed fire chief, a deputy director of fire operations, also known as the fire chief, shall be recommended for appointment by the director of public safety services to the city administrator, and by the city administrator to the mayor, for city council approval. Said deputy director of fire operations shall be directly responsible to the director of public safety services. If the director of the public safety services department is the appointed fire chief, said director shall manage the fire operations division, and shall be directly responsible to the city administrator. All appointments of deputy directors shall be in accordance with all applicable statutory civil service procedures.
- (b) *Powers and duties.* The fire chief shall supervise, direct and manage the fire operations division. The duties shall be as follows:
 - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the fire operations division within the parameters of that department's policy.
 - (2) To keep a record of all fires, emergency responses or disaster assistance calls that occur during the fiscal year and file the same with the public safety services director.

- (3) To maintain records of all hazardous materials stored, processed and utilized by private and public entities in accordance with federal and state regulations.
- (4) To assign the personnel of the fire operations division, as deemed necessary to carry out its functions; and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
- (5) To peremptorily suspend, demote or discharge any subordinate for neglect of duty, disobedience, misconduct, or failure to properly perform the person's duty in accordance with law and the department's policy.
- (6) To provide and coordinate training programs for the fire operations division related to the division's specialized functions.
- (7) To maintain accurate and complete records for the fire operations division in accordance with federal, state and local regulations.
- (8) To provide a coordinated community relations program which educates the general public with regard to fire prevention and hazardous materials storage, handling and disposal.
- (9) To provide inspection and prevention programs which enforce the International Fire Code and Minimum Rental Housing Code.
- (10) To prepare a fire operations division budget for the public safety services director's review and approval for the city administrator's, mayor's and city council's annual consideration.
- (11) To perform or cause to be performed any other duties as directed by the director of public safety services.
- (12) To make all appointments or promotions for positions in the fire operations division as provided by state statute.
- (13) To administer the city's rental housing inspections program, including the Section 8 housing program, and commercial property inspections program.

(Code 2017, § 2-653; Ord. No. 2825, § 4, 6-23-2014)

Section 2. Subsection 12-27(a), Membership; Appointment of Members; Term of Office; And Qualifications, of Article II, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Subsection 12-27(a) is enacted in lieu thereof, as follows:

Sec. 12-27. Membership; appointment of members; term of office; and qualifications.

- (a) The city human rights commission shall consist of 9 members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

Section 3. Section 15-80, Enforcement of Article, of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 15-80 is enacted in lieu thereof, as follows:

Sec. 15-80. Enforcement of article.

It shall be the duty of the chief of police or designee to enforce the provisions of this article.

(Code 2017, § 18-71)

Section 4. Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center Board, and Section 17-304, Director of Municipal Operations and Programs To Serve As Ex-Officio Member of Board; and Section 17-305, Powers and Duties of Board, of Article VIII, Visitors And Tourism Board; and Section 17-332, Membership of Board; Appointment of Members, and Section 17-337, Powers and Duties of Board, of Article IX, Community Center and Senior Services Board, All Contained in Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-140, 17-304, 17-305, 17-332 and 17-337 are enacted in lieu thereof, as follows:

Sec. 17-140. Powers and duties of board.

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the visitors and tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (5) Jointly with the director of municipal operations and programs, to evaluate the performance of the visitors and tourism/cultural programs division manager on a yearly basis.
- (6) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- (8) On behalf of the city, to accept gifts or works of art and select or make purchases of pictures, portraits, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, and furniture, fixtures, stationery and supplies for such art.
- (9) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014)

Sec. 17-304. Director of community development to serve as ex-officio member of board.

The director of community development shall serve as an ex-officio member of the city visitors and tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-305. Powers and duties of board.

The city visitors and tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide visitors and tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for visitors and tourism events, that will be administered by the department of community development through the manager of visitors and tourism/cultural programs division.
- (5) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (6) Jointly with the director of municipal operations and programs, to evaluate the performance of the manager of visitors and tourism/cultural programs division on a yearly basis. The board may recommend to the director that the manager of visitors and tourism/cultural programs division be dismissed for cause, incompetency, inattention to duties or failure to provide satisfactory program leadership, following a vote of two-thirds of the board members and compliance with the city's personnel policy and procedures.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (8) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (9) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (10) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-332. Membership of board; appointment of members.

- (a) Subject to the provisions of subsection (e) of this section, the city community center and senior services board shall be composed of five members, who shall be citizens of the city.

- (b) The members shall be qualified by general knowledge or experience in matters related to senior activities and community social programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) In order for the board to reduce to five members, members shall not be reappointed as their terms expire, except to achieve gender balance.

(Code 2017, § 20-330; Ord. No. 2823, § 4, 6-23-2014)

Sec. 17-337. Powers and duties of board.

The city community center and senior services board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To recommend to the community center/senior services section of the department of finance and business operations community center and senior services programs for senior citizens of the city based on the level of financial support provided by the city council and other entities.
- (4) Along with the library director, the director of finance and business operations and the city council, determine the operations and programming policy for community center and senior events, which will be administered by the department of finance and business operations through the community center and senior services section.
- (5) Jointly, if requested by the director of finance and business operations, to evaluate the performance of the community center and senior services section on a yearly basis.
- (6) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process for senior services or community center improvements.

(Code 2017, § 20-335; Ord. No. 2823, § 4, 6-23-2014)

Section 5. Section 23-41, Collection and Disposition of Money Deposited In Parking Meters, of Division 1, Generally, of Article II, Administration and Obedience, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 23-41 is enacted in lieu thereof, as follows:

Sec. 23-41. Collection and disposition of money deposited in parking meters.

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of the money deposited in the parking meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the container to the city's financial institution so that the funds may be counted and deposited in the city's account.

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

Section 6. Section 24-38, Water Reclamation Division, and Section 24-41, General Rental Fees, of Division 1, Generally, of Article II, Sewers And Sewage Disposal; and Section 24-274, Monitoring of Discharges, of Article IV, Illicit Discharge Detection And Elimination, All Contained In Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 24-38, 24-41 and 24-274 are enacted in lieu thereof, as follows:

Sec. 24-38. Water reclamation division.

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

(Ord. No. 2924, § 27-27, 6-4-2018)

Sec. 24-41. General rental fees.

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

**CITY OF CEDAR FALLS
SEWER RENTAL FEE SCHEDULE**

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2018	\$18.52 per 200 cubic feet of water used	\$3.32 per 100 cubic feet of water used
July 1, 2019	\$19.45 per 200 cubic feet of water used	\$3.49 per 100 cubic feet of water used
July 1, 2020	\$20.42 per 200 cubic feet of water used	\$3.66 per 100 cubic feet of water used
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payor of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$3.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to

discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

(Ord. No. 2924, § 27-30, 6-4-2018)

Sec. 24-274. Monitoring of discharges.

- (a) The city inspection services manager and/or city engineer, bearing proper credentials and identification, may enter and inspect properties within the city if there is reasonable cause to believe that an illicit discharge to the MS4 is occurring. These inspections may include investigations, monitoring, observation, measurement, enforcement, sampling, and testing, to determine if a suspected discharge is in fact illicit.
- (b) The city inspection services manager or city engineer shall duly notify the owner of said property, or the representative of the owner or other responsible person on site, of the inspection at least 24 hours in advance of the inspection, except as provided in subsection (c) of this section. The inspection shall be conducted at reasonable times during the course of the business day, except as provided in subsection (c) of this section.
- (c) In the event the city inspection services manager or city engineer reasonably believes that discharges from the property into the MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place without notice to the owner of the property or a representative on site. The inspector shall present proper credentials upon reasonable request by the owner or the owner's representative when contacted.
- (d) Upon refusal by any property owner to permit an inspector to enter a site or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas to which no objection is raised. The inspector shall immediately report the refusal, and the grounds of the refusal, to the inspection services manager or city engineer. The city inspection services manager or city engineer may seek appropriate compulsory process in accordance with law.
- (e) The city inspection services manager and/or city engineer shall have the right to place such devices on the property as are reasonably necessary, in the discretion of the inspection services manager or city engineer, to conduct monitoring and/or sampling of discharges.

(Code 2017, § 27-213; Ord. No. 2570, § 1, 2-13-2006)

Section 7. Subsection 26-62(f), Appeals, of Division 2, Board of Adjustment, of Article II, Administration And Enforcement; and Section 26-190, P Public Zoning 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, are hereby repealed in their entirety and new Subsection 26-62 and new Section 26-190 are enacted in lieu thereof, as follows:

Sec. 26-62. Appeals.

- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of community development. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision

or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Ord. No. 2922, § 1(29-59), 5-7-2018)

Sec. 26-190. P Public Zoning District.

The P Public Zoning District is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of community services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this division.

(Ord. No. 2922, § 1(29-169), 5-7-2018)

INTRODUCED: _____ May 6, 2019
PASSED 1ST CONSIDERATION: _____ May 6, 2019
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: May 14, 2019
SUBJECT: Appointments and Reappointments

I am recommending the following appointments/reappointments:

Name:	Board/Commission:	Term Ending:
Isaak Espersen	Board of Rental Housing Appeals (replaces Matthew Johnson)	05/01/2021
James White	Health Trust Fund Board of Trustees (fills vacancy)	12/31/2024
Carol Lilly	Parks & Recreation Commission (reappointment)	06/30/2022
Marvin Mattfeld	Parks & Recreation Commission (reappointment)	06/30/2022
Leslie Nixon	Parks & Recreation Commission (reappointment)	06/30/2022

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: James D. White Gender: Male Date: May 3, 2019
Home Address: 2707 Arbor Way BLVD Cedar Falls Phone: 319.239.4504
Work Address: 1501 Technology Parkway, Suite 200, Cedar Falls Phone: 319.232.4332
Email Address: james@impactmt.com Cell: 319.239.4504
Employer: Impact Marketing Position/Occupation: CEO
If Cedar Falls resident, length of residency: Since 1996 Ward: 2
NOMINEE FOR: Health Trust Fund Board Board/Commission

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

American Heart Association Executive Team Co-Chair, St. Pat's Pastoral Council, Cedar Valley Alliance Membership Chair

Knights of Columbus, Sons of AmVets, Sunrise Exchange Club, Elk's

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

Over the last 12 years, I have been heavily involved in the healthcare industry including but not limited to the following: Governance, Lobbying, Marketing, Public Relations, Patient-Provider Relations, Business Concept and Development

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

I firmly believe in the enhancement of our nation's healthcare and I see a great opportunity to contribute to it's improvement at a local level. My knowledge of the our local healthcare system will be my best asset to the board

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

I currently unaware of any conflicts that would prevent me from helping determine where grants are to be awarded for the betterment of our community

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

City of Cedar Falls

HEALTH TRUST FUND BOARD
Nominee's Questionnaire

1. What interested you in becoming a Health Trust Fund Board member?

The health industry has afforded my family and I an above average quality of life and I feel a need to give back to our great community

2. What is your knowledge of health services provided in the community?

I have a high level of knowledge of the health services provided in our community because my company specializes in healthcare

3. One of the tasks that the Health Trust Board performs is to review applications from health providers. What is your experience in reviewing grant applications?

I have little experience, but believe I can learn because of my healthcare and business background

4. The Health Trust Fund Board continues to discuss and review the definition of health care providers in the community. What is your view in how fitness programs, exercise facilities, etc. fit into the definition of health?

I believe public education and wellness with contribute to the health improvement of our citizens and eventually help reduce cost within our Health system

5. What are your views on the importance of Sartori Hospital to the community of Cedar Falls?

Very important to the Cedar Falls Community for a variety of reasons:

Future Economic Development, Health of our Community, Good paying jobs and Life saving measures to name a few

James White
Signature

May 3, 2019
Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

May 6, 2019

The Committee of the Whole met in the Council Chambers at 5:37 p.m. on May 6, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Panther Lane No Parking Request. David Sturch, Planner III stated they received a request to investigate the parking on west side of Panther Lane from Springbrook Drive to its southern terminus. He explained city staff sent out a survey and reviewed the response results. He stated parking is allowed on both sides of the street with the exception of the north end where parking is not permitted on the east side from Starview Drive to the pedestrian bridge. Mr. Sturch stated staff reviewed the existing conditions of Panther Lane and based on this there is support to extend the parking restriction on the east side of Panther Lane to Springbrook Drive. Mayor Brown opened it up for discussion. Councilman Kruse explained the City of Dubuque uses permit parking in areas of the city where there are college campuses. Daryl Kruse made a motion for resident only permit parking along Panther Lane from Starview Drive to Springbrook Drive, Frank Darrah seconded the motion. Carol Shelton 3528 Panther Lane explained her observation is that the residents do not use their driveways to park and are blocking mail boxes. Councilman Miller stated permit parking for neighborhoods might be discussion for goal setting. The Mayor put the question on the motion. Motion failed, all voting nay. Susan deBuhr motioned for staff recommendation for a parking restriction on the east side of Panther Lane from Starview Drive to Springbrook Drive, Tom Blanford seconded the motion. The motion carried unanimously.

Mayor Brown introduced item two on the agenda River Gauge and Gates. Chase Schrage, Principal Engineer reviewed the river gauge on the Cedar River which is located on the W 1st Street Bridge, this gauge is a full river gauge style. He reviewed the differences between the full river gauge and a stage only gauge. He stated the current full river gauge is operated by the United States Geological Survey (USGS) and the annual cost of \$15,200, is split with the City, 60/40. Mr. Schrage explained that placing another river gauge on the river upstream may provide minimal benefit and a location will be hard to find, since it needs to be placed out of the water and high enough to be out of the flood waters. He stated the USGS will not help support an additional gauge, the cost will be 100% the City's responsibility. Mr. Schrage explained residents can sign up for notification of the river levels. He stated the city staff recommendation would be not to install any additional river gauges upstream. Mayor Brown opened it for discussion.

Brian Heath Public Works & Parks Manager reviewed the Cedar River Dam operations and maintenance. He stated the City follows a policy approved by the DNR for opening and closing the gates. He reviewed the various challenges they may encounter, which includes debris, ice dams, and frozen gates. He reviewed the problems encountered

earlier this year with the frozen gates and the ice dams. Mr. Heath stated they can modify their practice with DNR approval to help mitigate the early spring floods. He reviewed two options for winter operations of the dam gates; (1) open the gates fully prior to the fall aquatic hibernation or (2) open gates slightly to create turbulence in an effort to lessen freezing. He explained the pros and cons for each option.

Mayor Brown opened it up for discussion. After council discussion Susan deBuhr motioned for the second option, to have City staff change its practice to open the gates slightly each fall, to create turbulence in an effort to lessen freezing; getting DNR necessary approvals. Tom Blanford seconded the motion. Mayor Brown allowed public to make comments. Steve Smith, 2528 Cottage Row stated placing a stage only gauge up river would help us monitor the river level and he would like to see the second option of the dam gates. The Mayor put the question on the motion. The motion carried unanimously. Rob Green motioned for no additional river gauge to be installed upstream, David Wieland seconded the motion. Mr. Schrage stated the USGS estimated the river level may have fluctuated 12-18" higher, upstream due to the ice dams. He explained the new upstream river gauge will have its own datum compared to the W. 1st Street Bridge full river gauge. Jennifer Rodenbeck, Director of Finance & Business Operations stated a stage only river gauge could be added to through the Capital Improvements Plan using capital project or bond funds and the annual maintenance may be added to the Engineering budget through the general fund. Mark Miller amended the motion to place a stage only river gauge upstream, seconded by Tom Blanford. Mr. Schrage stated he would forward the link to the USGS website to sign up for the river level notification. The amended motion carried unanimously.

Mayor Brown introduced item three on the agenda Red Cedar Update. Danny Laudick stated he will give an update of the past year for the Red Cedar. He reviewed where startup companies are hitting roadblocks. He reviewed the partnerships, key findings and opportunities available. Mr. Laudick explained two large projects which will start in 2019, Founders Cohort and Co.Starters.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:50 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION
Cedar Falls Duke Young Conference Room
May 6, 2019

The City Council held a special work session in the Duke Young Conference room at 5:00 p.m. on May 6, 2019, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* also attended as well as members of the community.

Mayor Brown then introduced the first item on the agenda, Wastewater Regionalization. Stephanie Sheetz, Director of Community Development stated in 2016 INRCOG helped coordinate a study to be completed for an area wide sanitary sewer update. She explained the last study was done in 1973. She stated nutrient reduction is required for those states along the Mississippi River. Ms. Sheetz explained the outcomes of the current study, including a regional system can be done and Waterloo Wastewater Treatment facility has capacity; however it is recommended that additional/detailed analysis of costs, a condition assessment of the Intercity Interceptor and review of the structure for management of the regional system be completed. Ms. Sheetz reviewed cost estimates for the area wide sanitary sewer regionalization; comparing costs if each entity remained individual or if they joined the area wide system. She stated the City of Cedar Falls individual cost compared to regionalization is currently estimated to be \$76.5 million and \$50 million respectively.

Mike Nyman Water Reclamation Manager reviewed the current Wastewater Treatment facility. He stated the \$76.5 million in updates are for the current facility from our 2016 master plan, and he explained the cost to relocate the facility is estimated to be \$300-\$500 million. He reviewed the future needs of the plant and a cost plan forecast. He explained there are items that need to be reviewed as we continue to explore this regionalization plan. He reviewed a chart for 2018 Nutrient Loadings for Phosphorus and Nitrogen. Mayor Brown opened it up for discussion and questions. Mr. Nyman stated with the investment of \$76.5 million this would extend the life of the plant 50-years. Ms. Sheetz stated a regional board would be established to management the area wide sanitary sewer system.

There being no further discussion, Rob Green motioned to adjourn the work session, Daryl Kruse seconded the motion, and the motion carried unanimously. Mayor Brown adjourned the meeting at 5:32 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer




DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James T. Brown and City Council
FROM: David Sturch, Planner III 
DATE: May 13, 2019
SUBJECT: Temporary Sign Request
College Hill Arts Festival

This office received the attached request from the College Hill Arts Festival to install temporary signs to advertise this year's event. The festival is on June 21st and 22nd and located at the corner of College Street and W. 23rd Street.

The College Hill Arts Festival requests permission from the City of Cedar Falls to place promotional signs during the third week in June. The signs will be a typical "realtor's" sign measuring 24" wide by 32" tall located at various intersections throughout the city. The signs will be displayed on Tuesday, June 18, 2019 and be removed on Sunday, June 23, 2019. The signs will be placed in a location that will not obstruct the vision of motorists.

The Department of Community Development recommends approval to display the temporary signs at various locations on June 18, 2019 through June 23, 2019 for the College Hill Arts Festival.

If you have any questions or need additional information, please feel free to contact this office.

xc: Karen Howard, Planning and Community Services Manager

RECEIVED

APR 26 2019

Public Records Division

April 8, 2019

The Honorable Jim Brown
Mayor's Office
220 Clay Street
Cedar Falls, Iowa 50613

Dear Mayor Brown:

I am writing to request permission to place eighteen (18) yard signs on various street corners within the City of Cedar Falls to help publicize the 40th annual College Hill Arts Festival being held June 25-27. We would like permission to place the signs on Tuesday, June 18th. They will be removed on Sunday, June 23rd.

I am asking you to forward this request to the Cedar Falls City Council for their formal approval. Please contact me at the numbers below if you have questions about this request or if we need to make any other arrangements to receive permission.

We look forward to working with you on this community endeavor and thank you for your attention to this request.

Sincerely,

COLLEGE HILL ARTS FESTIVAL

Mary-Sue

Mary-Sue Bartlett, Co-Chair
319.240.5639
Mary-suebartlett@cfu.net

cc: Mr. David Sturch, Code Enforcement Manager

COLLEGE HILL ARTS FESTIVAL

P.O. box 544

cedar falls, iowa 50613-0027

www.chaf.cfu.net



2019 College Hill Arts Festival

June 21-22, 2019

Proposed location of 18 yard signs

1. First Street & Magnolia Drive
2. First Street & Hudson Road
3. 12th Street & Hudson Road
4. 18th Street & Hudson Road
5. 23rd Street & Hudson Road
6. University Avenue & Hudson Road
7. Viking Road & Hudson Road
8. University Avenue and College Street
9. First Street & Main Street
10. 12th Street & Main Street
11. 18th Street & Main Street
12. University Avenue & Main Street
13. Greenhill Road & Highway 58
14. Viking Road & Highway 58
15. University Road & Waterloo Road
16. Rainbow Drive & Rownd Street
17. University Avenue & Cedar Heights Drive
18. Cedar Heights Drive & Greenhill Road



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: May 16, 2019
Re: Special Event Related Requests

Police Operations has received the following special event related requests and recommends approval:

- a) Street closure, East 10th Street (Radiance Chiropractic block party), June 7, 2019.
- b) Street closure, Hearthside Drive (block party), July 3, 2019.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

TO: Chief Olson

FROM: Capt. Harrenstein

SUBJECT: Road Closure Request

APPROVED
5-14-2019
[Signature]

DATE: 5/8/2019

Please see attached information for a road closure request and noise variance for Friday June 7th. Location of the road closure request is the 100 block of E. 10th between Main St. and State St. from 3PM-7PM. A live band will be playing during this time period also.

Barricades are requested to be delivered on or before June 7th. Contact was made with Dr. Abby Welsh, who was advised of the \$25.00 barricade fee that needs to be made one week prior to the event.

I do recommend council approves this request.

Capt. Jeff Harrenstein

Jeff Harrenstein

From: Abby Welsh <dr_abby@hitchinschiro.com>
Sent: Wednesday, May 08, 2019 7:58 AM
To: Jeff Harrenstein
Subject: Street closure

Categories: Red Category

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.

Hi Officer Harrenstein!

My name is Abby Welsh, and I'm the chiropractor at Radiance Chiropractic. I was told to email you about our event that we would like to close the street for.

We are having a block party to appreciate our patients, but also that is free to anyone in the community. We did this last year and everyone really enjoyed it. We would love to be able to close down 10th street in CF between Main and State on Friday June 7 from 3-7 (the event starts at 4). There will be live music, food, games, kids activities, and raffle prizes.

Along with that, I'd like to know if you're the one we talk to about a noise ordinance as well.

Let me know what we need to do!

Thanks!

--
Dr. Abby Welsh
Radiance Chiropractic
(319) 277-1868
1004 Main St.
Cedar Falls, IA 50613



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 5/7/2019

TO: Chief Olson

FROM: Capt. Harrenstein

SUBJECT: Road Closure Request

APPROVED
[Signature]

Please see attached road closure request from Heather Wyckoff. Ms. Wyckoff requests that a portion of Hearthiside Dr. from the 500 block to the intersection with W. 8th Street be closed on July 3rd from approximately 3PM-10PM.

Ms. Wyckoff was advised of the \$25.00 barricade fee and that payment would need to be made a week before the event. Barricades are requested to be dropped off at 540 Hearthiside Dr. and near the intersection of Hearthiside Dr. and W. 8th Street.

I do recommend council approves the road closure for this event.

Capt. Jeff Harrenstein

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.

Hi Jacquie,

Can you help me get in touch with someone to get permission to block off our street for one night for a block party? We did it last year but I can't remember who I sent the request to and how much it was. The date is July 3rd and we'd want to close it off after 3 pm until around 10 pm. We live on Hearthside Drive. Let me know, thanks!

Heather Wyckoff
General Supervisor, 7&8R CMA
Waterloo Works
Tractor Cab Assembly Operations
Phone: (319)292-6186
Cell: (319) 464-0758

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https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 1887

Physical Location Address 2425 CENTER ST City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192772036

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature _____
Date 05/01/2019



Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or ~~board~~:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New **Renewal**

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2630

Physical Location Address 5226 UNIVERSITY AVE City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192666945

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store


Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature 
Date 05/01/2019

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or ~~board~~.
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county Cedar Falls issuing the permit:
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2865
Physical Location Address 5908 NORDIC DR City CEDAR FALLS ZIP 50613
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 3192771170

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature _____
Date 05/01/2019



Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New **Renewal**

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 3045

Physical Location Address 601 MAIN STREET City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192664981

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature

Date 05/01/2019

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or ~~board~~:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or ~~county~~ Cedar Falls issuing the permit:
- New **Renewal**

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 3610

Physical Location Address 1225 FOUNTAINS WAY City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192666574

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: **Over-the-counter** Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar **Convenience store/gas station** Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store


Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR
CASEY'S MARKETING COMPANY

Name (please print) _____
Signature _____
Date _____

Signature 
Date 05/01/2019

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or ~~board~~:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New **Renewal**

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 of 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA King Star
Physical Location Address 2228 Lincoln St City Cedar Falls ZIP 50613
Mailing Address 2228 Lincoln St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277 0941

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Gracious Food LLC
Mailing Address 2228 Lincoln St City Cedar Falls State IA ZIP 50613
Phone Number 319-610-7612 Fax Number _____ Email eagleOSPIC@yahoo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine ~~Under~~ Behind the Counter

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) MUHAMMAD BHATTI Name (please print) _____
Signature [Signature] Signature _____
Date 05/09/2019 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA KWIK STAR #490
Physical Location Address 7500 Nordic Dr City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-277-1025

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Donald P. Zietlow Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date 5-1-19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA KWIK STAR #726
Physical Location Address 2019 College St City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-277-7226

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Donald P. Zietlow Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date 5-1-19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Metro Mart #3
Physical Location Address 103 Franklin Street City Cedar Falls ZIP 50613
Mailing Address P.O. Box 66 City Waterloo State IA ZIP 50704
Business Phone Number 319-266-5857

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Metro Fuel Inc.
Mailing Address P.O. Box 66 City Waterloo State IA ZIP 50704
Phone Number 319-236-0997 Fax Number 319-234-5819 Email metrofuel1@yahoo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Norris Sam Annis III Name (please print) _____
Signature [Signature] Signature _____
Date 4/17/2019 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Music Station Inc
Physical Location Address 1420 W 1st St City Cedar Falls ZIP 50613
Mailing Address PO Box 420 City Janesville State IA ZIP 50647
Business Phone Number 319-987-2790

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP same
Mailing Address PO Box 420 City Janesville State IA ZIP 50647
Phone Number 319-987-2790 Fax Number 319-987-2663 Email kenmiller.colorado@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) KEN MILLER Name (please print) _____
Signature [Signature] Signature _____
Date 5-3-19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Sucl's
Physical Location Address 2223 1/2 College St. city Cedar Falls ZIP 50613
Mailing Address 2223 1/2 College St. city Cedar Falls State IA ZIP 50613
Business Phone Number 319-208-7785

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP up the stairs Inc
Mailing Address 2223 1/2 College St city Cedar Falls State IA ZIP 50613
Phone Number 319-208-7785 Fax Number _____ Email suclsupstairs@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Shane Bray Name (please print) _____
Signature [Signature] Signature _____
Date 5-14-19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or ~~board~~: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Iowa Petroleum + Convenience Inc DBA Thunder Ridge Amfordr

Physical Location Address 2425 White Tail Dr City Cedar Falls ZIP 50613

Mailing Address 2425 White Tail Dr. City Cedar Falls State IA ZIP 50613

Business Phone Number 319.277.1141

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Iowa Petroleum + Convenience Inc

Mailing Address 2425 White Tail Dr. City Cedar Falls State IA ZIP 50613

Phone Number 319.277.1141 Fax Number 319.266.0309 Email TRAMPRI@COW.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Muhammad Sarwar Name (please print) _____

Signature [Signature] Signature _____

Date 5/15/19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA TOBACCO OUTLET PLUS #561
Physical Location Address 4116 University Ave, Suite 106 City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-268-0995

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.

Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602

Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Donald P. Zietlow Name (please print) _____

Signature *Donald P. Zietlow* Signature _____

Date 5-1-19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 19 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Walgreens # 10557
Physical Location Address 2509 White Tail Dr. city Cedar Falls ZIP 50613
Mailing Address P.O. Box 901 City Deerfield State IL ZIP 60018
Business Phone Number 319-553-0206

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co
Mailing Address P.O. Box 901 City Deerfield State IL ZIP 60018
Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenserenevals@walgreens.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Amelia L. Luke Name (please print) _____
Signature [Signature] Signature _____
Date 4/30/19 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: May 16, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- e) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
- f) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
- g) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- h) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - adding outdoor service.
- i) Hurling Hatchet, 100 East 2nd Street, Class B beer - new.
- j) Casey's General Store, 5226 University Avenue, Class E liquor - new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Brown and City Council Members

FROM: Paul Kockler, Accountant

DATE: May 13, 2019

SUBJECT: **May 1, 2019 Life Insurance Plan Amendment**

Attached for your approval is an amendment to the City's group life insurance plan that increases the maximum life insurance benefit to \$200,000 for groups 1 and 3 of the plan. Group 1 is made up of active fire department members and Group 3 includes all other eligible current employees not in the fire department or police union. The previous maximum benefit for these groups was \$100,000. The maximum benefit for Group 2 (active police union members) was not increased due to a specific life insurance benefit cap in their union contract. There will be no change to the premium rate as a result of this amendment. Attached is a Request for Group Insurance Amendment from Standard Insurance Company. Upon Council approval, the request form will be returned to Standard Insurance Company for processing.

If you have questions regarding the attached, please contact me at 268-5101.

Attachments



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Stephen O'Grady
Employee Benefits Service Representative: Katie Hasselgren
Employee Benefits Sales and Service Office: Denver

Policyholder: City of Cedar Falls
Group Number: 151806

As an authorized representative of the Employer, I request that Standard Insurance Company (“The Standard”) amend the above Employer’s coverage under the Group Policy to make the following change(s):

Amend Life and AD&D policy to increase the maximum benefit amount to \$200,000 in Class 1 and Class 3.

I request that the amendment become effective on 05/01/2019. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard’s usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member’s last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: _____ Title: _____
Authorized Representative

Print Name: _____ Date: _____



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Jim Brown and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: May 15, 2019
SUBJECT: Agreement with Cedar Falls Utilities for Fiber for College Hill Cameras

On March 4, 2019 the council approved the expenditure of funds for the purchase and installation of cameras and lighting on College Hill with resolution #21450. In order to receive service for both the fiber and electricity, we need to have an agreement in place with Cedar Falls Utilities.

The attached document includes two parts, an agreement for dark fiber and electric service and a Service Order that details the work for the College Hill area. The Service Order was approved with the above resolution. The agreement for Dark Fiber and Electric service, once approved, will be in place for any additional camera service orders we will place in the city.

The agreement is attached here for your approval. City attorney, Kevin Rogers, has reviewed and approved the contract. It has also been reviewed by Susan Abernathy, Cedar Falls Utilities attorney. This will go before the Utility board for approval in their June meeting.

If you need further information please feel free to reach out to me at 319-268-5111.

Attachment: Dark Fiber and Electric Agreement

**CEDAR FALLS UTILITIES
DARK FIBER AND ELECTRIC AGREEMENT**

This Communications and Electric Services Agreement (“Agreement”) is made and entered into this _____ day of _____ 2019, by and between the MUNICIPAL ELECTRIC AND COMMUNICATIONS UTILITIES OF THE CITY OF CEDAR FALLS, IOWA (hereinafter “CFU”), and the City of Cedar Falls, (hereinafter “the City”), 220 Clay Street, Cedar Falls, IA 50613

WHEREAS, the City desires to obtain dark fiber and electric service for its camera facilities throughout the city, and;

WHEREAS, CFU, a city utility established under Iowa Code Chapter 388, has conduit and fiber capacity and desires to provide access to such conduit and dark fiber;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1.0 INCORPORATION OF RECITALS, SCHEDULES AND EXHIBITS. All recitals, schedules and exhibits identified in this Agreement and attached hereto, are hereby incorporated into the Agreement by this reference.

- 2.0 SERVICE LOCATIONS. The City is requesting dark fiber access and electric service for the purposes of installing surveillance cameras around the City. Service locations will be added via Service Orders allowed during the term of this Agreement, which said Service Orders may include additional construction costs and associated fees. For any additional Service Orders during the term of this Agreement, construction, power and maintenance fees will be calculated and charged on the same basis as provided in this Agreement and in Service Order #1. If the basis for charging construction, power and maintenance fees were to change, the parties acknowledge that a new Agreement or Amendment to this Agreement shall be negotiated and executed.

- 3.0 PROVISION OF SERVICES. CFU shall connect dark fiber from the service locations to the nearest aggregation point as specified in the Service Order. From the aggregation point, CFU shall provide connectivity to the nearest City building where there is access to the City’s Metro Area Network (MAN). Camera traffic will pass over the MAN back to City Hall where the City has recording equipment. The intent is to minimize the amount of dark fiber in any Service Order through a neighborhood aggregation point.

- 4.0 OBLIGATIONS OF THE PARTIES.
 - 4.1 If requested, the City will provide or obtain from property owner an easement for CFU for the entrance paths.

- 4.2 CFU shall be responsible for the operation and maintenance of the dark fiber. CFU will provide the City prior notice, not less than five (5) days, to any scheduled maintenance or outage. CFU will also provide the City notice describing the issue and resolution, not less than five (5) days, following any unscheduled maintenance or outage.
- 4.3 Service Level Agreement: CFU will use professional best efforts to resolve issues with the dark fiber 24x7. CFU will respond to any outage within four (4) hours and will provide regular updates to the City while the issue is being resolved.
- 5.0 DURATION. This initial term of this Agreement shall be ten (10) years beginning_____, 2019. This Agreement shall automatically renew for additional one (1) year terms, unless notice of non-renewal is provided by either party no less than sixty (60) days prior to the end of the initial term of agreement or any additional terms.
- 6.0 PAYMENT. Charges for installation and annual maintenance will be outlined on Service Orders to this Dark Fiber and Electric Agreement.
- 7.0 TERMINATION.
- 7.1 Default in Payment. Upon default by the City in making any of the payments required herein, this Agreement may, at the option of the CFU, be terminated; provided, however, before any such termination, CFU shall give the City written notice pursuant to Section 10.0 specifying the default and stating that this Agreement will be terminated and forfeited within fifteen (15) days after delivery of such notice, unless such default is remedied within said fifteen (15) days.
- 7.2 Contrary to Law. If at any time during the term of this Agreement, either CFU or the City determine that its continued performance under the terms of this Agreement is contrary to law, then the Agreement may be immediately terminated by written notice provided by the terminating party to the other party.
- 7.3 Early Termination. If the City chooses to terminate this Agreement early, the City shall pay CFU the total due CFU based on the full term total fee charge, less any payments made to date.
- 8.0 FORCE MAJEURE.
- 8.1 Notice. In the event either party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure condition, then the obligations insofar as they are affected by such Force Majeure condition will be suspended during the continuance of the Force Majeure condition.
- 8.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected party. Force Majeure

conditions include, without limitation: acts of God, natural disaster, war, insurrection or other unlawful act against public order or authority; failure of satellite transmission facilities or upstream Internet access providers which affect CFU's ability to deliver broadband or headend services; explosion, fire, freezing or other accidents or acts of sabotage causing breakage of, or damage to, machinery, signal transmission lines, equipment or related signal delivery facilities.

8.3 Payment Obligation. The parties agree that a change in price or market conditions does not constitute a Force Majeure Condition.

9.0 LIABILITY AND INDEMINIFICATION

9.1 The City hereby agrees to indemnify CFU against, and to hold CFU harmless from any liability, loss, damage and expense arising from alleged breach of this Agreement, which may be asserted or instituted against CFU by any third party. CFU shall bear no liability to any third party for any alleged breach of this Agreement.

9.2 CFU shall have no responsibility to the City for damage to underground cables and/or other facilities within any right-of-way appurtenant to or servicing the locations identified in the most recent Service Order that is mislocated or not constructed or installed in accordance with national electric codes or local utility codes.

9.3 CFU agrees to indemnify the City and hold the City harmless from any physical property damages caused by CFU, its employees or agents growing out of installation or maintenance of the system, unless such damages are the result of negligent installation or maintenance by the City.

10.0 NOTICES. Any notice, or other communication required or permitted under this Agreement (collectively a "Notice") shall be (a) in writing and (b) addressed by the sender to the other party at the address or number and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

(a) If to the Municipal Electric
And Communications Utilities
of the City of Cedar Falls

Contract Administration
Cedar Falls Utilities
P.O. Box 769
Cedar Falls, Iowa 50613
Email: cfucontracts@cfunet.net
Fax: 319-266-8158

(b) If to the City of Cedar Falls

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Email: Julie.Sorensen@cedarfalls.com
Phone: 319-268-5111

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by fax (on the condition that a copy of the notice is mailed as set forth below on the same day and the sending party has confirmation of transmission receipt of the notice), or (ii) on the third day after the notice is postmarked for mailing by first class, postage prepaid, certified, or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

11.0 OPERATING PROCEDURES. The parties agree that, if necessary, they will endeavor to develop written operating procedures, which will cover the protocol under which the parties will perform their respective obligations under this Agreement. The parties agree that upon the termination of this agreement they shall cooperate and take all reasonable steps to discontinue the service in good faith. CFU shall retain ownership of the equipment and fiber optic cable and conduits it installed.

12.0 CFU'S REPRESENTATIONS. CFU represents and warrants as follows:

12.1 CFU is a municipal electric and communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.

12.2 CFU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

12.3 This Agreement is a legal, valid and binding obligation of CFU enforceable in accordance with its terms.

13.0 THE CITY OF CEDAR FALLS'S REPRESENTATIONS. The City represents and warrants as follows:

13.1 The City of Cedar Falls is municipal entity in the state of Iowa.

13.2 The City has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13.3 This Agreement is a legal, valid and binding obligation of the City enforceable in accordance with its terms.

14.0 MISCELLANEOUS

14.1 Assignment. No party hereto shall assign this Agreement or delegate any of its duties, obligations, responsibilities or rights without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- 14.2 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the signatory parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.
- 14.3 Law/Exclusive Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, and the exclusive venue for all actions arising out of this Agreement (including any action for declaratory relief) shall be in Black Hawk County, Iowa. The parties agree to mediation as a means of dispute resolution, with the parties dividing the cost of mediation expenses equally.
- 14.4 Limitation of Remedies.
- 14.4.1 Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for such damages are hereby specifically waived.
- 14.5 CFU Service Policies and Limitations. All CFU service policies are incorporated herein as published and amended from time to time hereafter. In the event of any conflict between the terms of this Agreement and the CFU service policies, the terms of this Agreement shall be accorded priority and shall be controlling. The parties agree that the CFU service policies do not provide remedies to the City in addition to the exclusive remedy set forth in this Agreement. Except as expressly stated herein, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements, promises and understandings. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.
- 14.6 Modification. This Agreement shall not be amended, changed, modified, waived, discharged or terminated except in writing signed by the party or parties against which enforcement of the change, waiver, modification or amendment is sought.
- 14.7 Counterparts/Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be an original.
- 14.8 Time. For all purposes of this Agreement time is of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**MUNICIPAL ELECTRIC AND
COMMUNICATIONS UTILITIES OF
THE CITY OF CEDAR FALLS, IOWA**

CITY OF CEDAR FALLS, IOWA

Craig A. Johnson, Board Chair

Mayor James P. Brown

Richard L. McAlister, Board Secretary

Date: _____

Date: _____

ATTEST:

Jacque Danielsen, City Clerk

SERVICE ORDER #1

SERVICE ORDER #1 to the Dark Fiber and Electric Agreement between the MUNICIPAL ELECTRIC AND COMMUNICATIONS UTILITIES OF THE CITY OF CEDAR FALLS, IOWA (hereinafter “CFU”), and the City of Cedar Falls, (hereinafter “the City”), 220 Clay Street, Cedar Falls, IA 50613, dated May 8, 2019.

Service Definitions and Locations

- 1.0 SERVICE LOCATIONS: The City is requesting dark fiber access and electric service for cameras located at the following locations: (City to provide GPS coordinates for each camera location)
- 1.1 Camera #1: New camera located on the streetlight on the NW corner of W. 20th and College St.
 - 1.2 Camera #2: Existing camera located on the street light on the SE corner of W. 21st and College St.
 - 1.3 Camera #3: Existing camera located on the street light on the NW corner of W. 22nd and College St.
 - 1.4 Camera #4: New camera located on a new street light to be installed on the south side of W. 22nd Street, approximately 210 feet west of College St.
 - 1.5 Camera #5: Existing camera located on a street light in front of 2214 College St.
 - 1.6 Camera #6: Existing camera located on a street light on the SE corner of W. 23rd and College St.
 - 1.7 Camera #7: New camera located on a street light on the NE corner of College St. and University Ave.
 - 1.8 Camera #8: New camera located on a street light on the SW corner of W. Seerley Blvd. and Olive St.
 - 1.9 Camera #9: New camera located on a street light on the SW corner of W. 23rd and Olive St.
 - 1.10 Camera #10: New camera located on a new street light to be installed at the SE corner of the public parking lot at Olive and W. 22nd St.
 - 1.11 Camera #11: New camera located on a new street light to be installed on the south side of W. 22nd St., approximately 50 feet west of Olive St.
 - 1.12 Camera #12: New camera located on an existing street light on the SW corner of W. 21st and Olive St.
 - 1.13 Camera #13: New camera located on an existing street light on the SW corner of W. 22nd and Walnut St.
 - 1.14 Camera #14: New camera located on an existing utility pole/street light at the NW corner of the intersection of W. 18th and Main St.
- 2.0 AGGREGATION POINT: The City will install an optical switch at 22nd and Olive inside a cabinet. The optical switch will light dark fiber over to Fire #1. From there, CFU will transport the camera traffic across the City’s Metro Area Network (MAN). From Fire #1 there is currently a 100 megabit connection back to the CFU Head End located at 1 Utility Parkway. Traffic then passes from the Head End back to the City Hall over a 1 gigabit connection where a DVR is located for recording. Either of these two links may need service speed upgrades to accommodate the camera traffic. Those upgrades and associated fees are governed under separate agreement between the City and CFU.

Fees

- 3.0 POWER USAGE: CFU shall bill yearly for the power consumption of all electronics associated with this Service Order, based on the nameplate annual usage of each device multiplied by the prior year average annual revenue per kwh for General Service customers, plus a \$5 Monthly Basic Service Charge per Service Location.
 - 3.1 Cameras: Avigilon H4 Multisensor camera (Please insert model number here), consuming 52 Watts with 24 VDC
 - 3.2 Aggregation Switch: (Please insert switch make and model number here), consuming (Please insert nameplate power consumption here)
 - 3.3 Other Devices: (Please list other devices and power consumption here)

- 4.0 DARK FIBER: The City shall pay CFU a one-time installation fee estimated at \$23,923. Actual charges will be charged upon completion. The City will also pay CFU an annual fee of \$266 for fiber transport maintenance subject to annual escalation based on changes in cameras, equipment and associated maintenance costs.

Other Conditions

This Service Order is subject to the terms of the Dark Fiber and Electric Agreement, which are incorporated herein. The City agrees to be bound by the terms of the Dark Fiber and Electric Agreement.

**MUNICIPAL ELECTRIC AND
COMMUNICATIONS UTILITIES OF
THE CITY OF CEDAR FALLS, IOWA**

CITY OF CEDAR FALLS, IOWA

Steven E. Bernard, General Manager

Jeff Olson, Public Safety Services Director

Jennifer Rodenbeck, Finance and Business Operations Director

Date: _____

Date: _____



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Jim Brown and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: May 15, 2019
SUBJECT: Contract with Cedar Falls Utilities for Phone SIP Service

With our new phone system we will be updating our phone service to new SIP Service. We requested quotes from Marco, Cedar Fall Utilities, and Century Link for this Service. Century Link never returned our requests for quotes. Between Cedar Fall Utilities and Marco, Cedar Falls Utilities quote was slightly lower for monthly service.

Marco's quote was \$724.00 a month and Cedar Falls Utilities was \$695.00 a month plus long distance. These rates both came in lower than our existing PRI lines and phone service we have with Century Link. I'm recommending that we enter into a contract with Cedar Falls Utilities for phone SIP Service for a 24 month period.

The contract is attached here for your approval. City attorney, Kevin Rogers, has reviewed and approved the contract. If you need further information please feel free to reach out to me at 319-268-5111.

Attachment: Telephone Service Agreement



TELEPHONE SERVICES AGREEMENT

Cedar Falls Utilities (CFU) proposes to provide telephone services to the City of Cedar Falls (hereafter "CUSTOMER") located at 220 Clay Street, Cedar Falls.

SERVICES

CFU shall deliver telephone services using a Session Initiation Protocol (SIP) connection.

- CUSTOMER shall subscribe to QTY-16 SIP sessions at \$20.00 each per month.
- CUSTOMER shall subscribe to QTY-10 DID (Direct Inbound Dialing) number block of 20 at \$5.00 per block of 20 per month.
- Additional telephone services provided to CUSTOMER will be at standard CFU Board approved and published rates.

INSTALLATION CHARGE

There will no charge for installation. Equipment purchased and installed by CFU remains the property of CFU.

TERM

The term of this agreement shall be 24 months of service beginning at the date of service activation _____, 2019. If CUSTOMER cancels service prior to the end of the term, CUSTOMER shall pay CFU for the SIP sessions and DID block charges for the remainder of the term.

CUSTOMER agrees to accept the terms and conditions above in addition to other applicable CFU policies and rate schedules.

CUSTOMER

Signature: _____

Print Name: _____

Date: _____

Cedar Falls Utilities

Signature: _____

Print Name: _____

General Manager

Date: _____



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

RECREATION CENTER
110 E. 13TH STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656

MEMORANDUM

TO: Mayor Jim Brown & City Council
FROM: Bruce Verink, Manager, Recreation & Community Programs
DATE: May 15, 2019
SUBJECT: Recreation and Fitness Center Operation & Needs Assessment

Attached is the contract with RDG/Ballard King to assist the City with operational need and assessment for the future of the Recreation and Fitness Center.

A RFP's was sent out in January to eight companies in the mid-west who specialize in these types of projects. The City received three proposals. All three companies were offered interviews but only two accepted that offer. After listening to presentations from both companies the interview/selection committee decided the proposal and fee by RDG/Ballard King was the best fit for the City.

Staff proceeded to work with RDG to generate the attached contract. After some minor changes, the final contract was submitted and attached for your approval. This contract and insurance submittals have been reviewed by Kevin Rogers and Colleen Sole and meets with their approval.

The fee of \$51,625 plus reimbursable expenses, not to exceed, \$5,500 is slightly higher than the amount allocated in the FY19 CIP of \$50,000. The other company staff interviewed was proposing to do the work for \$84,995, so staff feels very comfortable with the recommendation before you.

It is staff's recommendation that this contract be approved so this project may get under way. Please let me know if you have any questions.

Thank you in advance for considering this contract.

Attached:

- Proposed Contract
- RFP sent out in January.



City of Cedar Falls, Iowa

Request for Proposals

RECREATION AND FITNESS CENTER OPERATIONS & FACILITY NEEDS ASSESSMENT

City of Cedar Falls
Recreation & Community Programs Division
110 East 13th Street
Cedar Falls Iowa 50613
PH: (319) 273-8636
<http://www.cedarfalls.com>

Staff Contact Person:
Bruce Verink, Manager
Recreation & Community Programs Division
319-268-5525
Bruce.Verink@cedarfalls.com

Project Number: 032388

PROPOSALS DUE: 2:00 P.M., March 5, 2019

TENTATIVE PROJECT SCHEDULE

Send out RFP	Jan 11
Voluntary meeting on site and tour @ 10:00 A.M.	February 5
Submittal deadline @ 2:00 PM to Rec Center	March 5
Review of proposals by selection committee	March 11-19
Set up interviews	March 21-25
Interviews	April 8-12
Decide on firm to do work	April 15
Develop Contract	April 16-26
Submit to City Council for packet	May 1
Council to approve	May 6
Paper work, like insurance, to be submitted	May 7-10
Notice to proceed	May 13
Estimated completion date	July 12

REQUEST FOR PROPOSAL
City of Cedar Falls Iowa
Recreation & Community Programs Division
Recreation and Fitness Center Operations
& Facility Needs Assessment

The City of Cedar Falls is issuing a Request for Proposals (“RFP”) from qualified ‘Teams’ to provide a needs Analysis to evaluate the current facility and programs and if warranted, suggest future options for the Recreation & Fitness Center. The project will consist of:

An evaluation of the current Recreation and Fitness Center to identify strengths, weaknesses and opportunities related to current programs, what similar services/programs are being offered by the private sector, causes for leakage of memberships/patrons with a goal to determine if an expansion of the existing Recreation and Fitness Center is warranted to serve the public.

The following documents will be made available after a team or firm has been selected for the project: Previous and current data related to programs/services, participation levels, memberships, and Recreation and Fitness Center Architectural Plans.

Submittal Instructions

Submittals are due at the Recreation and Fitness Center Office, 110 East 13th Street, Cedar Falls, IA 50613 on or before **2:00 P.M. Central Standard Time on March 5, 2019.**

Deliver Six (6) bound copies of your submittal and an electronic version on a disc or flash drive, submitted in a sealed envelope, clearly marked as:
Recreation and Fitness Center Operations & Facility Needs Assessment
to the Recreation and Fitness Center, 110 East 13th Street, Cedar Falls, IA 50613.

The City will host a voluntary informational meeting and on-site tour on January 29, 2019 at 10:00 A.M. at the Recreation and Fitness Center.

All RFPs must be received by the above due date and time. Sole responsibility rests with the offeror to see that their RFP response is received on time at the stated location. Any responses received after due date and time will be returned to the offeror.

The City of Cedar Falls reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the City, is in the best interest of the City of Cedar Falls. Due to the complexity of work required, selection of a team or firm will not be based solely upon the lowest responsible bid but will also take into account experience gained from work on similar projects and an understanding of the project goals and approach to the project.

Digital copies of the RFP will be available beginning January 11, 2019 on-the City’ web page

<http://www.cedarfalls.com>

Terms and Conditions

1. Teams are encouraged to familiarize themselves with the Recreation and Fitness Center . Failure to do so will be at the Team's risk.
2. Each proposer shall furnish the information required in the proposal.
3. The Contract will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the City of Cedar Falls with price and other factors considered.
4. The City of Cedar Falls reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the City of Cedar Falls to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the City's delegated representative.
6. A signed contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of proposers to ensure that the RFP arrives at the Recreation Office no later than the time indicated in the "Request for Proposal."
8. The proposed price shall be exclusive of any Federal or State taxes from which the City of Cedar Falls is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Iowa Public Records Statute, Iowa Code Chapter 21. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself.
11. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

RECREATION AND FITNESS CENTER OPERATIONS & FACILITY NEEDS ASSESSMENT

The City of Cedar Falls is issuing a Request for Proposals (“RFP”) from qualified ‘Teams’ to provide a needs Analysis to evaluate the current facility and programs and if warranted, suggest future options for the Recreation & Fitness Center. The project will consist of:

An evaluation of the current Recreation and Fitness Center to identify strengths, weaknesses and opportunities related to current programs, what similar services/programs are being offered by the private sector, causes for leakage of memberships/patrons with a goal to determine if an expansion of the existing Recreation and Fitness Center is warranted to serve the public.

Should the City determine that the project should move forward from the conceptual phase, the City at its sole and absolute discretion reserves the right to amend the existing agreement and or enter into a new agreement with the successful firm or elect to use the material provided and issue a new RFP.

The City of Cedar Falls reserves the option to award contracts to multiple Teams but would prefer to award to a single Team which is able to provide all of the services requested.

The selected team/firm will perform a variety of evaluations, analysis, sampling, and project-specific functions, including, but not limited to:

1. Teams or Firms shall provide extensive knowledge, experience and technical competence in dealing with data analysis, design and construction of Recreation and Fitness Center facilities related to spatial needs for programming.
2. Provide a range of cost estimates for proposals.
3. Provide an estimated budget for program changes (revenues and expenditures for each plan).
4. Provide data on comparable facilities in similar communities.
5. Host two (2) open houses to collect data and obtain feedback from the community, as directed by the City.
6. Provide a detailed project schedule highlighting the critical path and milestones.
7. Host regularly scheduled meetings with the City, record and distribute meeting minutes.
8. Conduct a survey to gather the public's input on what they feel should be done regarding this study.
9. Provide progress updates for posting on the City's Website and/or an independent project website for review of progress by stake holders and the public.
10. Prepare presentation materials, (graphics, charts, electronic presentation materials etc. as needed) and

present to City Council and other stakeholders as requested.

11. Your cost should be all inclusive including two public meetings, one study session with the Park and Recreation Commissions and a presentation to City Council, and other items and issues that the consultant believes to be valid considerations.
12. The City will host a voluntary informational meeting and on-site tour on Tuesday February 5th, 2019 at 10:00 AM in the Recreation and Fitness Center to clarify and answer questions.

Consultant qualifications must, at a minimum, include the following:

1. Demonstrated experience in developing and implementing successful and innovative solutions to Recreation and Fitness Center programming and the ability to identify, recommend and implement cost-effective improvements that can be maintained and have longevity.
2. Have the ability to work collaboratively with team members and City Representatives.

Summary and Goals:

The Recreation & Fitness Center opened to the public in January of 1993. An expansion was completed and opened for public use in January of 2005. The Recreation & Fitness Center has been and continues to be a well-received and well-used community hub for exercise, educational and recreational programs, special events and a multi-purpose venue/meeting place. Patrons come from every age group. In 1993, the Recreation and Fitness Center was a state-of-the-art facility and over that time City staff has maintained the facility well. While the City has adjusted to growing demands and trends there is renewed interest in exploring if there is sufficient demand to expand and update the facility.

Since 1993 numerous changes in the fitness industry have included less expensive home devices, private sector investment in fitness facilities, innovations in equipment, programs and services, etc. Usage of the current facility has been generally flat for the past number of years. The purpose of this RFP is to analyze the current facility use related to programs and services, analyze what is being provided by the private sector in competition to what the Recreation & Fitness Center offers, reasons for leakage of membership/patrons to other programs and facilities and develop a summary to determine if an expansion of the current facility is warranted and in what areas.

This draft summary and goals statement has been reviewed by the City of Cedar Falls and reflects a plan of approach based on the known goals. This process may produce new approaches or modifications to the project work elements. Because of that, the selected team or firm should be aware that the Final Scope of Work for the project will be produced with input from the selected team or firm.

**EVALUATION CRITERIA:
RECREATION AND FITNESS CENTER OPERATIONS & FACILITY NEEDS ASSESSMENT**

Please respond to the evaluation criteria with comments that are concise and to the point. The City will evaluate and finalists will be selected and invited to continue the process by making formal presentations to a committee including the Director of Municipal Operations, the Recreation and Community Programs Manager, a representative from the Finance & Business Operations Department, Community Development Department, and the Sports Program and Aquatic Supervisors. The best fit will be recommended to City Council authorizing the City to enter into a professional services agreement. The review team will evaluate and score the submittals using a weighted average based upon;

1. Statement of Intent (SOI). In up to two pages, express your interest in the project, specifically addressing;
 - a. Specialized Experience gathering and analyzing data related to recreation and fitness needs and from this information, provide recommendations for future renovation of the Recreation and Fitness Center.
 - b. Analysis / Identification of issues- identify constraints as well as opportunities
 - c. Goals – identify how your project goals meet or exceed the City’s project goals

2. Project Approach
 - a. Examples of similar projects – quality finished projects
 - b. Innovative solutions – discuss project alternatives, and /or opportunities to add value to the project.
 - c. On time and Budget – accountability for time, budget and value engineering, if needed.
 - d. Availability and the companies projected time line.
 - e. Provide a detailed project schedule highlighting critical path and mile stones for completion of the project.

3. Project Team Listing
 - a. Provide a listing of team members that will be involved in the process, relevant experience and other material that is pertinent and concise.

4. References
 - a. Submit three references for similar projects completed within the last three years along with contacts for the project.

**SUBMITTAL SECTION:
RECREATION AND FITNESS CENTER OPERATIONS & FACILITY NEEDS ASSESSMENT**

Please submit the following information in the order listed below:

1. Name of your company / organization
2. Type of organization: (Corporation, Partnership, etc.)
3. Address
4. Names and Address of Project Team or Firm
5. Contact Person(s)
6. Telephone, Fax, e-mail
7. Statement of Interest
8. Project Approach
9. Project Team Listing
10. Submit three references for similar projects completed within the last three years and contact information
11. Include ability to meet city insurance requirements as it relates to this project.

**SIGNATURE PAGE:
RECREATION AND FITNESS CENTER OPERATIONS & FACILITY NEEDS ASSESSMENT**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee the City of Cedar Falls, Iowa

That our company and all those working with us can meet all insurance requirements the City has.

Signature of Person Authorized to Bid on Team's Behalf

Date

Note: If you cannot certify the above statements, please explain in the space provided below.

INSURANCE REQUIREMENTS ATTACHED

(Note: In transmittal letter please acknowledge that the insurance requirements have been reviewed and can be met).

Original 12/13/11

Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a. Commercial General Liability policy is primary and non-contributing
 - b. Commercial General Liability additional insured endorsement – See Exhibit 1
 - c. Governmental Immunities Endorsement – See Exhibit 1
4. Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.
5. Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-subcontractors who perform work or services pursuant to the provisions of this contract.
6. Each certificate shall be submitted to the City of Cedar Falls.
7. 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.
8. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City’s option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor’s expense.
9. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

10. This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
11. Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
12. Governmental Immunity endorsement identical or equivalent to form attached.
13. Additional Insured Requirement – See Exhibit 1.
14. The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.
15. Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to:
 - a. ISO CG 20 10 07 04* and ISO CG 20 37 07 04**
 - b. ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”
 - c. ** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”
16. Errors & Omissions: If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
17. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
18. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
19. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense

connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

20. The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.
21. The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.
22. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

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

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

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

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

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

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

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

AIA Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of April in the year Two Thousand Nineteen.
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Recreation & Fitness Center
110 E 13th Street
Cedar Falls, IA 50613
Phone Number: 319-273-8636

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Phone Number: 319-268-8600

And the Architect:

(Name, legal status, address and other information)

RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3414
Fax Number: 515-288-8631

R3003.267.01

For the following Project:

(Name, location and detailed description)

Cedar Falls Recreation Center Operations and Needs Study
Cedar Falls, Iowa

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The work of this Project includes these specific tasks:

- An on-site evaluation of the existing Cedar Falls Recreation Center ("Center"), considering immediate and future needs to keep the facility / programs up to date in the marketplace
 - This excludes all forensic, structural, or physical analysis of the facility proper in Phase I or this scope.
 - This excludes engineering of any type.
 - This includes only than that which can readily be visually observed and assessed at arm's length.
 - This includes a walk-a-bout and visual assessment of related City-used facilities like pool(s), field(s), and related recreation facilities / programs.
 - This includes an assessment of user data and budget expenditures from the past three to five years, space by space, facility by facility.
- A planning and operations need assessment of the Cedar Falls Recreation Center and the programs offered there
 - This excludes a Performa or similarly detailed summary of "what if" scenarios related to the business plans, cash operating requirements, or financing opportunities of the City.
 - This excludes any detailed planning diagrams, floor plans, or building sections / elevations.
 - This includes a Benchmark & Peer Competitor Analysis of other entities providing services like the Center in the Metro Area ("Area") or 15-mile radius.
 - This includes an Operations Benchmark Analysis identifying underserved population in the Area.
 - This includes a Market Analysis of the Area, related to the Centers programs and future opportunities.
- A summary for public presentation on the Trends and Future Considerations for the Center and the programs offered there
 - This include a visual and fact-based summary of recent trends, and prognostication of future opportunities and considerations.
 - This includes strategic planning related to the best opportunities for the Center moving forward (Who to serve, how to serve them, etc.).
 - This includes a Tabular Space Program (existing, and new spaces) to help identify the capital spaces / budget necessary to meet the most important needs.
- Facilitation of Community Interaction sessions
 - This includes creation, distribution, and assessment of a community survey instrument
 - We will create the survey instrument, vetting the content and questions with you, and typically host these on Survey Monkey.
 - Survey will remain "up" for at least twelve (12) days or until ample results are received.
 - Distribution of the survey will be via electronic means. To aid this we will be pleased to help with the creation of two "flyers" or similar paper-based (or digital) postings to get the word out.
 - Email addresses and / or other points of contact for those in the survey pool will be provided by the City and / or Center.
 - This includes Six (6) Public Presentations within the Community, conducted on no more than three (3) different days. These can follow any of many formats, as mutually agreed
 - Town Hall Meeting. This is a "come listen and interact" open meeting session. Very traditional, but it can be made more interactive.
 - Fact-finding Task Group Meetings
 - 60 – 90 minutes each
 - Seek to find diverse groups to meet with, for a well-rounded basis of information and background.
 - We will facilitate the entire session, and staff from the City or Center will extend the invitations.
 - Sessions include 10 minutes of background and introduction, followed by information gathering and consensus-seeking interaction. Session wraps up with a 5-minute summary / overview.
 - These sessions can be "come to the Center and talk with us" or can be much more targeted "we will come to you, out in the community" sessions.

- 90-minutes of multiple Intercept Interviews w/ current patrons and users of the Center (“Good morning. Can we speak with you for two to three minutes about your use and impression of this Center? We’d like to ask you . . . “ etc.).
- Other formats as mutually agreed.
- The known Deliverables from this work are
 - Summary of Tabulated and Cross-Tabulated results of the Survey Instrument
 - Summary of our findings from
 - Executive Summary and Narrative / Graphic Report
 - Summary of the Assessment for Current and Future Needs of the Center
 - Trends and Future Considerations presentations
 - Benchmark & Peer Competitor Analysis
 - Market Analysis of the Area
 - Tabular Space Building Program
 - Summary of Community Interaction Sessions, and recommendations
 - Decision Support for the City and Center, from the team
- The performance of this work is based upon approximately three (3) on-site meetings / workshops (which may be more than one-day each), plus web-based meetings using ZOOM for audio / visual connection.

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.

§ 1.1 The Owner acknowledges that the nature of the design process is such that the analysis, observations, recommendations, plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect analytical reviews, reconsiderations, or construction documents is neither reasonable nor expected under this Agreement.

§ 1.2 The Owner and the Architect agree that the funding for contingencies provided for in Article 2 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work.

§ 1.3 If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect’s Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

ARTICLE 2 OWNER’S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.

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The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

§ 2.1 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Any unauthorized use of the Architect's documents shall be at the Owner's sole risk and without liability to the Architect.

§ 3.1 In the event the Owner uses the Architect's documents contrary to the permitted uses set forth in Section 3.1 or without retaining the Architect, the Owner releases the Architect, its consultants and agents, and employees of any of them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Architect's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Architect, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Architect's documents under Article 3.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed and Reimbursable Expenses then due. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 4.1 The Owner and Architect's rights set forth in this Article 4 are in addition to without prejudice to their other rights and remedies provided by law.

§ 4.2 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 2.1, Article 3, Article 5, and Article 7.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

§ 5.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Article 6.

§ 5.2 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be a stipulated lump sum of Fifty-One Thousand Six Hundred Twenty-Five dollars and No cents (\$51,625.00), plus Reimbursable Expenses.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- Transportation and authorized out-of-town travel and subsistence, including the Project location;
- Printing
 - We will produce all our work in 100% digital format, whenever possible. We intend to distribute all meeting minutes, workshop reports, analysis's, program summaries, maps, plans, and vignettes in digital format whenever possible. Accordingly, our fees only include \$1,000 in anticipated printing expense. If additional printing is requested, reproductions and plotting for use by the Owner will be submitted as an added expense for reimbursement.
 - Reproductions and plotting for in-house use by the Architect and Consultants will NOT be submitted as a Reimbursable Expense;
- Postage, handling and delivery;
- Renderings, models, mock-ups, professional photography, and special presentation materials requested by the Owner;
- All taxes levied on professional services and on reimbursable expenses (there are currently none in the State of Iowa);
- Other similar Project-related expenditures.

Reimbursable Expenses shall be capped at Five Thousand Five Hundred dollars and Zero cents (\$5,500.00).

The Owner shall pay the Architect an initial payment of Zero dollars and No cents (\$0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of One percent (1.00 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation.

Per the Owner's request, the Architect has identified fees for the following Additional Service Items/Tasks:

- Additional Public Presentations within the Community will be conducted for a Stipulated Lump Sum of \$2,800 each.
- Additional community surveys will be conducted for a Stipulated Lump Sum of \$10,000 each.
- Adding a Design Workshop, whose focus is the create a viable Conceptual Design will be provided for a Stipulated Lump Sum of \$5,600, if conducted during one of the other Basic Service Workshops.
- Adding enhanced graphic exhibits of a Conceptual Design, including related Site Planning, will be provided for a Stipulated Lump Sum of \$10,400.
- Consultants of any type will be added to the work effort for a fee yet to be determined, based on requested scope of work, additional coordination, and related labor to be expended.

Additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Architect's normal review practices.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. 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.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable 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.

§ 7.1.3 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.

§ 7.1.4 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 7.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.

§ 7.3 If the services covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided.

§ 7.4 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.

§ 7.5 The Owner and Architect mutually acknowledge that if a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system, that the Project cannot achieve LEED® certification until after substantial completion of construction and will be subject to the LEED®-certification processes and procedures as determined by the USGBC. The Owner acknowledges that these procedures are outside the control of the Architect, may not be uniformly implemented, and may be subject to change at any time. Further, the Owner acknowledges that LEED® certification will require input and effort from the Owner and the Architect as well as other consultants, contractors, and other persons associated with the Project that are not parties to this Agreement.

The Architect will make reasonable efforts to facilitate and coordinate the LEED® certification for the Project, subject to scope of services, and the terms and provisions of this Agreement. The Architect does not warrant or guarantee LEED® certification or the actual performance of the building based on the Architect's design drawings, specifications, or resource use or consumption modeling for the Project, and does not warrant or guarantee certain performance levels anticipated through the LEED®-certification process.

§ 7.6 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

§ 7.7 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

§ 7.8 This Agreement is comprised of the following documents listed below:

§ 7.8.1 AIA Document B105™-2017, Standard Form Agreement Between Owner and Architect for a Residential or Small Commercial Project as modified by RDG IA Inc.

§ 7.8.2 Exhibit A Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Jim Brown

Mayor

(Printed name and title)

ARCHITECT

(Signature)

Jack D. Patton, AIA, LEED AP

Principal

(Printed name and title)

Effective January 1, 2019*

standard hourly rate schedule

TITLE	RATE/HOUR
Principal Emeritus.....	\$240.00
Principal	\$240.00
Principal	\$215.00
Architect.....	\$185.00
Architect.....	\$175.00
Architect.....	\$160.00
Architect.....	\$135.00
Architect.....	\$125.00
Architect.....	\$105.00
Architectural Intern	\$100.00
Architectural Intern	\$95.00
Architectural Intern	\$90.00
Architectural Intern	\$88.00
Architectural Technician	\$125.00
Architectural Technician	\$110.00
Landscape Architect	\$160.00
Landscape Architect	\$135.00
Landscape Architect	\$130.00
Landscape Architect	\$125.00
Landscape Architect	\$105.00
Landscape Architect	\$95.00
Landscape Architectural Intern	\$90.00
Landscape Architectural Intern	\$88.00
Partner Emeritus.....	\$240.00
Water Resource Engineer.....	\$185.00
Water Resource Engineer Intern.....	\$110.00
Professional Engineer	\$215.00
Professional Engineer	\$160.00
Engineering Technician.....	\$110.00
Interior Designer	\$160.00
Interior Designer	\$130.00
Interior Designer	\$125.00
Interior Designer	\$90.00
Interior Design Intern	\$88.00
Lighting Designer.....	\$185.00
Lighting Designer.....	\$110.00
Artist.....	\$130.00
Artist.....	\$95.00
Artist.....	\$88.00
Multi Media Designer	\$125.00
Multi Media Designer	\$90.00
Videographer	\$110.00
Client Development Director	\$160.00
Marketing Coordinator	\$115.00
Project Administrator	\$185.00
Project Manager	\$110.00
Project Manager	\$86.00
Project Coordinator	\$86.00
Office Administrator	\$86.00
Office Assistant.....	\$50.00

*Current hourly rates may be adjusted annually on January 1 of each year.



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

PUBLIC WORKS/PARKS
DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian M. Heath, Public Works/Parks Div. Manager
DATE: May 15, 2019
SUBJECT: Wheel Loader Purchase

A handwritten signature in black ink, appearing to read "B. Heath", is written over the "FROM:" line of the memorandum.

Competitive quotations were received for a wheel loader that is budgeted for Fiscal Year 2020 as part of the Vehicle Replacement Program. Wheel loaders are utilized throughout the division for various construction projects and are outfit during the winter with a rotary plow and/or wing/plow combinations for snow and ice control operations.

The following is a summation of the competitive quotes that were received:

Titan Machinery (CASE)	\$145,428.00
Murphy Tractor and Equipment Co. (John Deere)	\$152,500.00
AltorferCAT	\$181,831.00

One of the requirements of the Request for Quotations was for the City's current wing and plow to attach to the proposed equipment. The Case loader, being low quote, was analyzed and it was determined that it would need significant modification in order for the City's existing plow equipment to attach to the unit. City Staff recently spent several hours with Titan Machinery representatives and determined that, even if the proposed modifications were performed, uncertainty remains that the equipment would fit properly when in the stowed position. Because of this, Titan Machinery agreed to withdrawal from the bidding process.

The John Deere loader is manufactured with an opening in the center of the lower front weldment that allows the plow equipment to be attached without frame modification. This method is currently used on the City's fleet of loaders that are outfit for snow removal equipment.

Due to the withdrawal of the Titan Machinery quote, John Deere now becomes the low responsible quote. Therefore, it is the recommendation of the Municipal Operations and Programs Department to accept the quote from Murphy Tractor and Equipment Co. in the amount of \$152,500.00 for the wheel loader purchase.

The Vehicle Replacement Program has this project listed in FY20 at a budgeted amount of \$190,000.00. The projected delivery date for this apparatus is late July or early August 2019, which fits into the budget time line and better prepares the division moving into winter operations.

Please feel free to contact me if you have questions.

CC: Mark Ripplinger, Director of Municipal Operations and Programs



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: May 15, 2019

SUBJECT: Ridgeway Avenue Reconstruction
Project Number RC-293-3172

The City of Cedar Falls is planning to reconstruct a portion of Ridgeway Avenue Chancellor Drive to Hwy 58. The project will require the acquisition of right of way and temporary easements along the corridor. Plans for the project shows the need for acquisitions from approximately four (4) properties.

We recommend that the Council execute documents and record at the Black Hawk County Courthouse. Parcel 3 Temporary Easement Agreement and Deed. Parcel 4 Deed.

xc: Chase Schrage, Principal Engineer

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 Phone: (319)243-2711

OWNER'S TEMPORARY CONSTRUCTION EASEMENT

This instrument (this "Agreement") is made this _____ day of _____, 20__, by **Farm Credit Services of America, FLCA**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified on Exhibit A attached hereto (the "Easement Area").

WHEREAS, the Grantee proposes to grade, shape and seed improvements within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading, shaping and seeding, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the city council of the City.

HEREFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

Grantee agrees to restore the Easement Area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and

interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work. Grantee furthermore agrees not to store any tools, equipment or vehicles within the Easement Area after the completion of work on any day.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Construction Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project and final acceptance of public improvements by the City Council of Grantee. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, driveways, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area

upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the Project and final acceptance of public improvements by the city council of the City.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Farm Credit Services of America, FLCA

By:

[Handwritten Signature]

Name:

Charles P. KENNEDY

Title:

SVP & CFO

State of

Nebraska

County of

Douglas

This record was acknowledged before me on the 1 day of May, 2019, by Charles Kennedy, as CFO of Farm Credit Services of America, FLCA.

[Handwritten Signature]

Signature of notarial officer

Stamp



Title of Office

[My commission expires: Sept 4, 2020]

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

Prepared by Wesley Shimp, 3950 River Ridge Drive NE, Suite A, Cedar Rapids, IA 52402 Phone: 319-365-9565

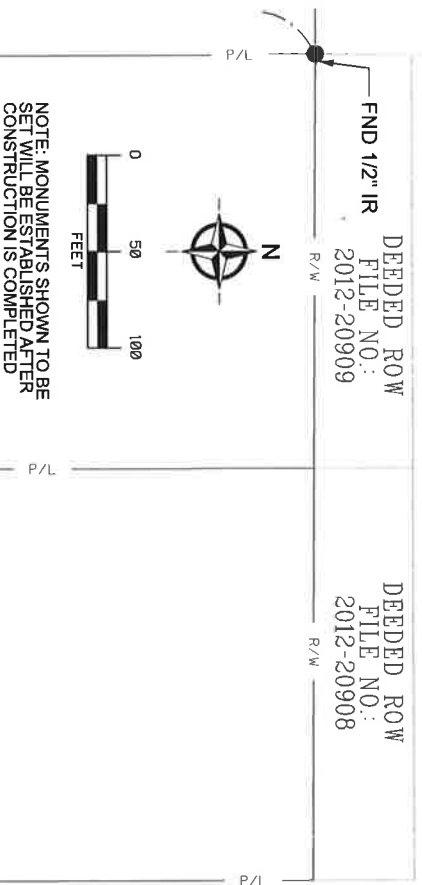
TEMPORARY EASEMENT

EXHIBIT 3-T

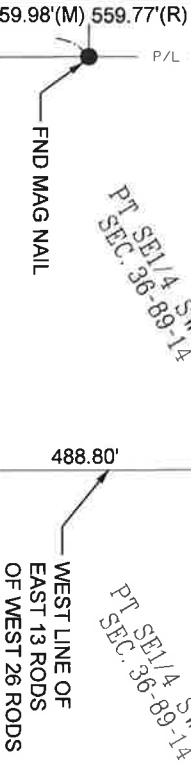
TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS

RIDGEMWAY AVENUE IMPROVEMENTS

403 W. RIDGEMWAY AVENUE
PARCEL 3

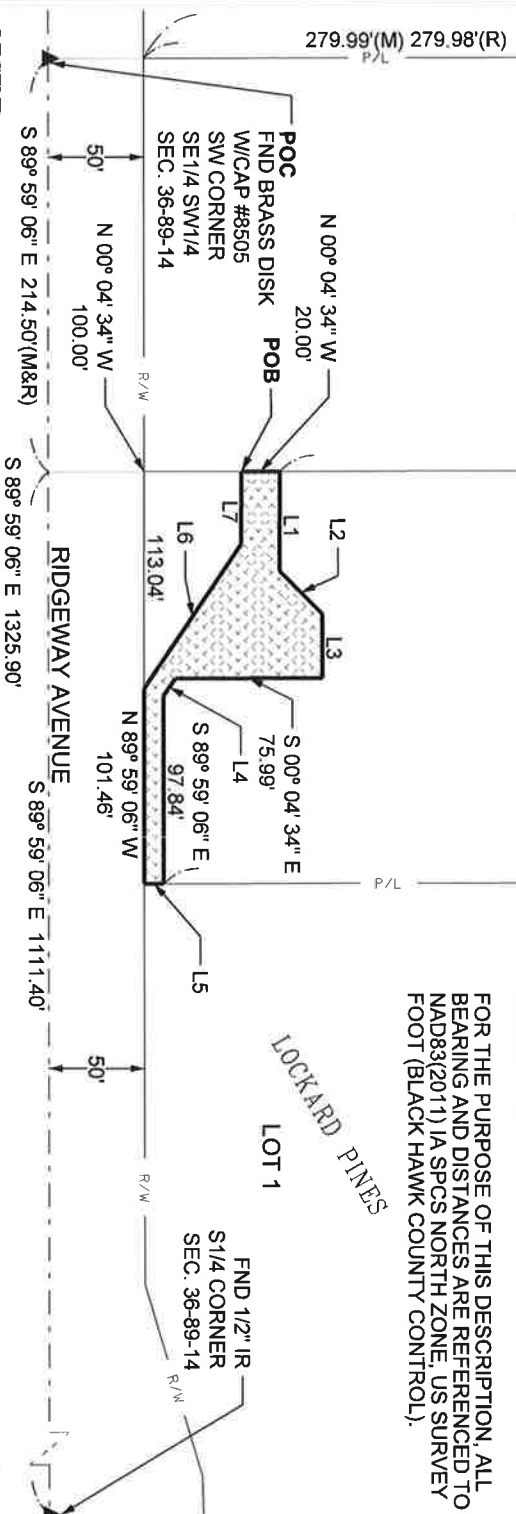


NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



488.80'
WEST LINE OF EAST 13 RODS OF WEST 26 RODS

547.63'



LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE EAST 13 RODS OF THE WEST 26 RODS OF THE SOUTH 40 RODS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, THENCE SOUTH 89° 59' 06" EAST, 214.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 36; THENCE NORTH 00° 04' 34" WEST, 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 34" WEST, 20.00 FEET ALONG THE WEST LINE OF THE EAST 13 RODS OF THE WEST 26 RODS; THENCE SOUTH 89° 59' 06" EAST, 51.96 FEET; THENCE NORTH 45° 31' 37" EAST, 31.39 FEET; THENCE SOUTH 89° 59' 06" EAST, 33.24 FEET; THENCE SOUTH 00° 04' 34" EAST, 75.99 FEET; THENCE SOUTH 89° 59' 06" EAST, 10.86 FEET; THENCE SOUTH 89° 59' 06" EAST, 97.84 FEET TO THE WEST LINE OF LOT 1, LOCKARD PINES ADDITION; THENCE SOUTH 00° 04' 34" EAST, 10.00 FEET ALONG SAID WEST LINE TO THE NORTH RIGHT-OF-WAY LINE OF RIDGEMWAY AVENUE; THENCE NORTH 89° 59' 06" WEST, 101.46 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 56° 22' 08" WEST, 90.31 FEET; THENCE NORTH 89° 59' 06" WEST, 37.91 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 5,834 SQUARE FEET OR 0.13 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (BLACK HAWK COUNTY CONTROL).

PROPERTY OWNER:
FARM CREDIT SERVICES
OF AMERICA FLCA
PO BOX 2409
OMAHA, NE 68103
FILE NO. 2018-012402

LINE	LENGTH	BEARING
L1	51.96'	S89°59'06" E
L2	31.39'	N45°31'37" E
L3	33.24'	S89°59'06" E
L4	10.86'	S56°22'08" E
L5	10.00'	S00°04'34" E
L6	90.31'	N56°22'08" W
L7	37.91'	N89°59'06" W

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 5/8" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - R/W RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - P/L PROPERTY LINE
 - TEMPORARY EASEMENT

FIELD SURVEY COMPLETED: JANUARY 2019



Foth Infrastructure & Environment, LLC
3950 River Ridge Drive NE, Suite A
Cedar Rapids, IA 52402-2515
Phone: 319-365-9565 Fax: 319-365-9631

SHEET
1 OF 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 18C052-01 DATE: 3/21/2019



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

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

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Farm Credit Services of America, FLCA

Grantees:

City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)**

For the consideration of _____ One _____ Dollar(s) and other valuable consideration, _____ Farm Credit Services of America, FLCA _____, a(n) _____ Federal Land Credit Association _____ organized and existing under the laws of _____ does hereby Convey to _____ City of Cedar Falls, Iowa _____

the following described real estate in _____ Black Hawk _____ County, Iowa: _____

See Addendum _____

Subject to Easements of Record _____

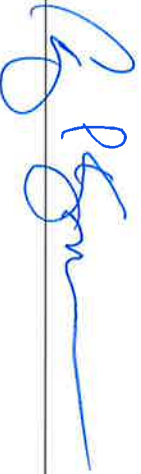
This land is being acquired for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required pursuant to Iowa Code § 428A.1.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 5-1-19 _____.

Farm Credit Services of America, FLCA _____, a(n) Federal Land Credit Association _____

By  _____ By _____

STATE OF NEBRASKA, COUNTY OF DOUGLAS

This record was acknowledged before me on May 1, 2019, by _____

Craig P. Kinnison

as Senior Vice President and CFO _____
of Farm Credit Services of America, FLCA _____



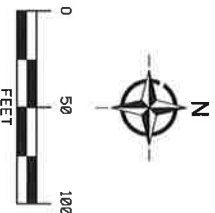
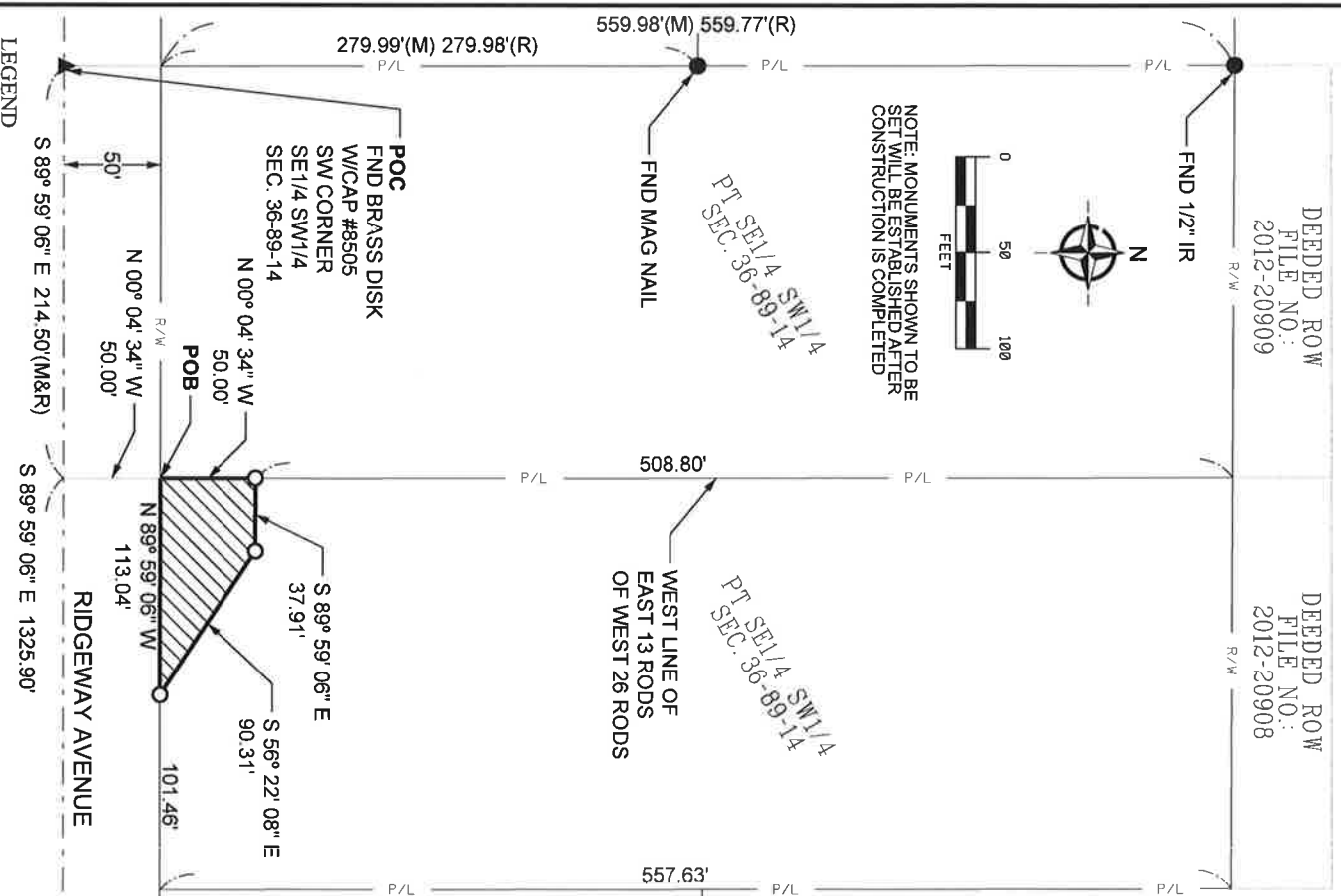

Signature of Notary Public

Location:	SE of SW, Section 36, Township 89 N, Range 14 W
Requestor:	City of Cedar Falls
Proprietor:	Farm Credit Services of America FLCA
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	3950 River Ridge Drive NE, Suite A Cedar Rapids, IA 52402 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 3-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
RIDGEMAN AVENUE IMPROVEMENTS
403 W. RIDGEMAN AVENUE
PARCEL 3



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 5/8" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/RANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - - - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE EAST 13 RODS OF THE WEST 26 RODS OF THE SOUTH 40 RODS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 89° 59' 06" EAST, 214.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 36; THENCE NORTH 00° 04' 34" WEST, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RIDGEMAN AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 34" WEST, 50.00 FEET ALONG THE WEST LINE OF THE EAST 13 RODS OF THE WEST 26 RODS; THENCE SOUTH, 89° 59' 06" EAST, 37.91 FEET; THENCE SOUTH 56° 22' 08" EAST, 90.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RIDGEMAN AVENUE; THENCE NORTH 89° 59' 06" WEST, 113.04 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.774 SQUARE FEET OR 0.09 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (BLACK HAWK COUNTY CONTROL).

PROPERTY OWNER:
FARM CREDIT SERVICES OF AMERICA FLCA
PO BOX 2409
OMAHA, NE 68103
FILE NO. 2018-012402

LOCKARD PINES
LOT 1

FIELD SURVEY COMPLETED: JANUARY 2019



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.

Wesley F. Shimp
WESLEY F. SHIMP, P.L.S.
License Number: 24243
DATE: 3-21-2019

My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal: 1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 18C052-01 DATE: 3/21/2019



SHEET
1 OF 1

QUIT CLAIM DEED
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa 50613
Phone: (319) 273-8600

Taxpayer Information: (name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:
Mills Properties, L.L.C.

Grantees:
City of Cedar Falls, Iowa

Legal Description: See Page 2

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Mills Properties, L.L.C., a Delaware limited liability company, does hereby Quit Claim to City of Cedar Falls, Iowa, all right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:


See attached Legal Description, Exhibit "A" and attached Acquisition Plat, Exhibit "B".

This land is being acquired for public purposes through the power of eminent domain and a Declaration of Value is not required pursuant to Iowa Code § 428A.1.

Subject to easements of record, if any.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: S-15-19


Mills Properties, L.L.C. (Grantor)

STATE OF Wisconsin, COUNTY OF Dodge. SS

This record was acknowledged before me on 15 May 2019, by Tom Carrico, as VP, Real Estate Constr., of Mills Properties, L.L.C.


Signature of Notary Public



Exhibit A

All that part of the East 1/2 of the Northwest Fractional Quarter and the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section 36, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, thence S00°00'54"W 65.00 feet to the existing South right-of-way line of West Ridgeway Avenue; thence S89°59'06"E 121.88 feet along said South right-of-way line to the point of beginning; thence continuing S89°59'06"E 624.92 feet along said South right-of-way line; thence S75°58'28"E 41.60 feet along said South right-of-way line; thence S89°22'23"E 389.10 feet along said South right-of-way line to the Westerly right-of-way line of Highway 58; thence S00°08'23"E 100.00 feet along said Westerly right-of-way line; thence N53°04'46"W 107.60 feet; thence N89°59'06"W 150.00 feet along a line parallel with and 114.61 feet normally distant from the North line of Section 2; thence S87°26'26"W 120.00 feet to a point 120 feet South of the North line of Section 2; thence N89°59'06"W 74.01 feet along a line parallel with and 120.00 feet normally distant from the North line of Section 2; thence N44°59'06"W 56.57 feet; thence N89°59'06"W 317.86 feet along a line parallel with and 80.00 feet normally distant from the North line of Section 2; thence Westerly 47.41 feet along a 194.00 foot radius curve, concave Southerly, said curve having a long chord of 47.29 feet bearing S83°00'57"W; thence S76°01'01"W 44.04 feet; thence Southwesterly 18.31 feet along a 29.00 foot radius curve, concave Southeasterly, said curve having a long chord of 18.01 feet bearing S57°55'24"W; thence Southerly 55.80 feet along a 54.00 foot radius curve, concave Easterly, said curve having a long chord of 53.35 feet bearing S10°13'53"W; thence S20°07'35"E 15.21 feet; thence S69°51'18"W 83.70 feet; thence N25°07'08"W 35.01 feet; thence N22°08'57"W 49.76 feet; thence Northwesterly 75.27 feet along a 138.83 foot radius curve, concave Southwesterly, said curve having a long chord of 74.35 feet bearing N37°40'46"W to the existing South right-of-way line of West Ridgeway Avenue and the point of beginning, containing 0.97 acres.

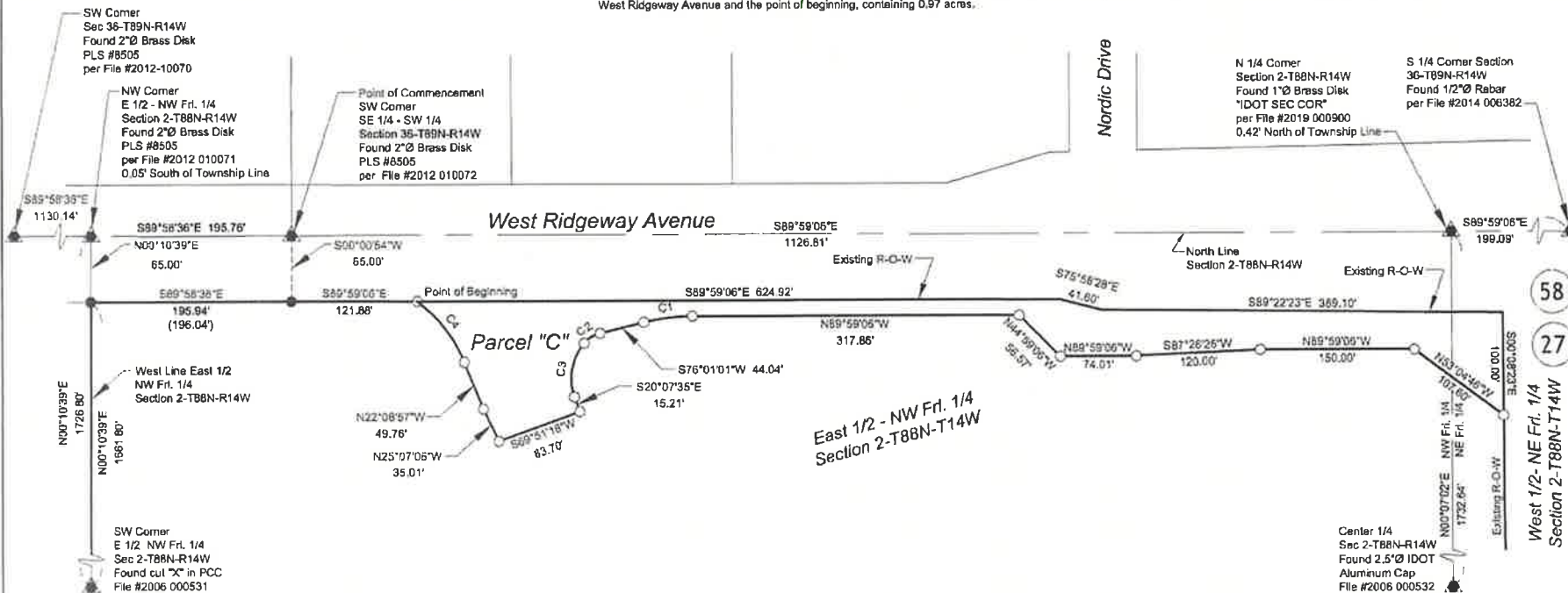
EXHIBIT B

Acquisition Plat
West Ridgeway Avenue Reconstruction Project
Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Fr. 1/4 &
 Part of the West 1/2, NE Fr. 1/4
 Section 2-T88N-R14W
 Cedar Falls, Black Hawk County, Iowa

Legal Description:

All that part of the East 1/2 of the Northwest Fractional Quarter and the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:
 Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section 36, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, thence S00°00'54"W 65.00 feet to the existing South right-of-way line of West Ridgeway Avenue; thence S89°59'06"E 121.88 feet along said South right-of-way line to the point of beginning; thence continuing S89°59'06"E 624.92 feet along said South right-of-way line; thence S75°58'28"E 41.60 feet along said South right-of-way line; thence S89°22'23"E 389.10 feet along said South right-of-way line to the Westerly right-of-way line of Highway 58; thence S00°08'23"E 100.00 feet along said Westerly right-of-way line; thence N53°04'46"W 107.60 feet; thence N89°59'06"W 150.00 feet along a line parallel with and 114.61 feet normally distant from the North line of Section 2; thence S87°26'28"W 120.00 feet to a point 120 feet South of the North line of Section 2; thence N89°59'06"W 74.01 feet along a line parallel with and 120.00 feet normally distant from the North line of Section 2; thence N44°59'06"W 56.57 feet; thence N89°59'06"W 317.86 feet along a line parallel with and 80.00 feet normally distant from the North line of Section 2; thence Westerly 47.41 feet along a 194.00 foot radius curve, concave Southerly, said curve having a long chord of 47.29 feet bearing S83°00'57"W; thence S76°01'01"W 44.04 feet; thence Southwesterly 18.31 feet along a 29.00 foot radius curve, concave Southeasterly, said curve having a long chord of 18.01 feet bearing S57°55'24"W; thence Southerly 55.80 feet along a 54.00 foot radius curve, concave Easterly, said curve having a long chord of 53.35 feet bearing S10°13'53"W; thence S20°07'35"E 15.21 feet; thence S89°51'18"W 83.70 feet; thence N25°07'08"W 35.01 feet; thence N25°07'08"W 49.76 feet; thence Northwesterly 75.27 feet along a 138.83 foot radius curve, concave Southwesterly, said curve having a long chord of 74.35 feet bearing N37°40'46"W to the existing South right-of-way line of West Ridgeway Avenue and the point of beginning, containing 0.97 acres.



Area Tabulation
 Section 2-T88N-R14W

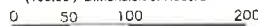
East 1/2 - NW Fr. 1/4	0.88 acres
West 1/2 - NE Fr. 1/4	0.09 acres
Total	0.97 acres

Curve No.	Length	Radius	Delta	Chord	Bearing
C1	47.41'	194.00'	14°00'07"	47.29'	S83°00'57"W
C2	18.31'	28.00'	36°10'59"	18.01'	S57°55'24"W
C3	55.60'	54.00'	59°12'03"	53.35'	S10°13'53"W
C4	75.27'	138.83'	31°03'49"	74.35'	N37°40'46"W

- Notes:
- 1.) The North line of East 1/2 of the NW Fr. 1/4 of Section 2-T88N-R14W was assumed to bear N89°59'06"W, utilizing the Iowa Regional Coordinate System, Zone 5
 - 2.) All dimensions are in US Survey feet and decimals thereof.
 - 3.) The error of closure is better than 1:10,000
 - 4.) Found property corner monuments are 1/2" Rebar w/Yellow Cap PLS #6505, unless noted.
 - 5.) Proprietor: VEREIT Real Estate, L.P.
 - 6.) Parcel letter "C" assigned by Black Hawk Co. Auditor.

Feature Legend

- Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22581
- Property Corner Found
- ▲ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record



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 Land Surveyor under the laws of the State of Iowa.

Matthew A. Kofka, P.L.S.
 License number 22581
 My license expires on December 31, 2022
 Pages or sheets covered by PS 6849

Parcel "C" designation	4-24-2019	date
page #	1 of 1	
scale	1"=100'	
drawn by	RAW	
date	4-15-2019	
revisions		

VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 5829

Acquisition Plat
 NW Fr. 1/4 & NE Fr. 1/4
 Section 2 - T88N - R14W

188072



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: May 16th, 2019
SUBJECT: Walnut Street Box Culvert Replacement
Project No. BR-106-3152
Bid Opening

On Tuesday, May 14, 2019 at 2:00 p.m., bids were received and opened for the Walnut Street Box Culvert Replacement Project. A total of two (2) bids were received, with Peterson Contractor’s, Inc. of Reinbeck, Iowa the low bidder:

	<i>Bid Total</i>
Peterson Contractor’s Inc.	\$788,375.05
Lodge Construction, Inc.	\$803,544.95

The Engineer's Estimate, including Addendum 1, for this project was \$825,815.10. Peterson Contractor’s, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$788,375.05, which is 4.5% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peterson Contractor’s, Inc. in the amount of \$788,375.05. On June 3rd, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

**ENGINEERING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF CEDAR FALLS**

BID TAB
PROJECT NAME: Walnut Street Box Culvert Replacement Project
PROJECT NO.: BR-106-3152
BID OPENING: 2:00 p.m., Tuesday, May 14, 2019

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		Box A Reinbeck, Ia. 50669-0155		Lodge Construction, Inc.			
				Addendum 1 included		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Clearing & Grubbing	1.00	L.S.	10,000.00	10,000.00	1,300.00	1,300.00	5,000.00	5,000.00		
2	Topsoil, Furnish & Spread	419.00	C.Y.	20.00	8,380.00	20.00	8,380.00	36.00	15,084.00		
3	Excavation, Class 10, Roadway	825.00	C.Y.	14.00	11,550.00	10.50	8,662.50	9.00	7,425.00		
4	Excavation, Class 10, Unstable, Roadway	82.50	C.Y.	13.00	1,072.50	55.25	4,558.13	12.00	990.00		
5	Excavation, Class 12, Boulder	8.20	C.Y.	30.00	246.00	45.00	369.00	25.00	205.00		
6	Excavation, Class 13, Channel	125.90	C.Y.	15.00	1,888.50	10.50	1,321.95	9.00	1,133.10		
7	Compaction, Subgrade, Roadway	4.50	STA.	300.00	1,350.00	550.00	2,475.00	500.00	2,250.00		
8	Geogrid	1,484.10	S.Y.	5.00	7,420.50	3.00	4,452.30	3.00	4,452.30		
9	Modified Subbase, 12 IN., Roadway	2,473.50	S.Y.	14.00	34,629.00	15.50	38,339.25	16.00	39,576.00		
10	Removal of Existing Bridge Structure	1.00	L.S.	15,000.00	15,000.00	10,500.00	10,500.00	10,000.00	10,000.00		
11	Excavation, Class 23, Structure	369.70	C.Y.	13.00	4,806.10	115.00	42,515.50	15.00	5,545.50		
12	Granular Subbase Backfill, Culvert	75.40	C.Y.	18.00	1,357.20	43.75	3,298.75	37.00	2,789.80		
13	Granular Bedding, Culvert	91.30	C.Y.	45.00	4,108.50	46.75	4,268.28	55.00	5,021.50		
14	Flowable Mortar, Culvert	61.00	C.Y.	140.00	8,540.00	170.00	10,370.00	185.00	11,285.00		
15	Granular Backfill (Replacement of Unsuitable Backfill)	50.00	TON	25.00	1,250.00	28.25	1,412.50	25.00	1,250.00		
16	Sewer, Sanitary, 8" Truss Pipe	72.00	L.F.	60.00	4,320.00	52.00	3,744.00	90.00	6,480.00		
17	Sewer, Sanitary Service Stub, 4" SDR 23.5	25.00	L.F.	50.00	1,250.00	64.00	1,600.00	50.00	1,250.00		
18	Removal of Sanitary Sewer, VCP, 8"	138.00	L.F.	10.00	1,380.00	7.50	1,035.00	12.00	1,656.00		
19	Sewer, Storm, 18 IN. Dia., RCP, 2000D	114.00	L.F.	65.00	7,410.00	56.00	6,384.00	42.00	4,788.00		
20	Sewer, Storm, 18 IN. Dia., Standard Perf., HDPE	170.00	L.F.	75.00	12,750.00	39.00	6,630.00	30.00	5,100.00		
21	Sewer, Storm, 24 IN. Dia., RCP, 2000D	64.00	L.F.	60.00	3,840.00	77.00	4,928.00	51.00	3,264.00		
22	Sewer, Storm, 24 IN. Dia., Standard Perf., HDPE	267.00	L.F.	70.00	18,690.00	50.00	13,350.00	32.00	8,544.00		
23	Removal of Storm Sewer, RCP, 12"	448.00	L.F.	15.00	6,720.00	13.00	5,824.00	12.00	5,376.00		
24	Double Cell 14 Ft. X 6 Ft. Culvert, Precast, P.C.C.	54.00	L.F.	2,800.00	151,200.00	2,250.00	121,500.00	2,850.00	153,900.00		
25	Double Cell 14' x 6', Culvert Apron, 2:1 Sloped End Section, Precast P.C.C.	1.00	L.S.	17,000.00	17,000.00	19,300.00	19,300.00	30,000.00	30,000.00		
26	Double Cell, Flared End Section, 30° South & -30° North, 2-2.3:1 Sloped Walls, Precast P.C.C.	1.00	L.S.	25,000.00	25,000.00	26,000.00	26,000.00	15,000.00	15,000.00		
27	1 Ft. X 4 Ft. X 36 Ft. Curtain Wall, Precast, P.C.C.	2.00	EA.	3,000.00	6,000.00	5,000.00	10,000.00	6,500.00	13,000.00		
28	Subdrain, Standard Perf., 6 IN.	778.00	L.F.	11.00	8,558.00	10.50	8,169.00	12.00	9,336.00		
29	Subdrain, Outlet, 6 In. X 2 Ft., CMP	12.00	EA.	200.00	2,400.00	165.00	1,980.00	150.00	1,800.00		
30	Subdrain, Outlet, 6 In x 6 Ft., CMP	2.00	EA.	250.00	500.00	225.00	450.00	250.00	500.00		
31	Storm Sewer Service Stub, Non Perforated HDPE, 4"	4.00	EA.	300.00	1,200.00	250.00	1,000.00	500.00	2,000.00		
32	Watermain, Trenched, SJ, DIP, 6" Polyethylene Wrapped	585.00	L.F.	60.00	35,100.00	51.00	29,835.00	85.00	49,725.00		
33	Watermain, Trenched, SJ, DIP, 10" Polyethylene Wrapped	130.00	L.F.	75.00	9,750.00	75.50	9,815.00	89.00	11,570.00		
34	Bend, 6" MJ 45°	4.00	EA.	210.00	840.00	275.00	1,100.00	300.00	1,200.00		
35	Bend, 6" MJ 90°	8.00	EA.	220.00	1,760.00	275.00	2,200.00	350.00	2,800.00		
36	Cross, 6" X 6" MJ	1.00	EA.	350.00	350.00	525.00	525.00	500.00	500.00		
37	Cross, 10" X 10" MJ	1.00	EA.	400.00	400.00	800.00	800.00	600.00	600.00		
38	Tee, 6" X 6" MJ X MJ	1.00	EA.	350.00	350.00	485.00	485.00	400.00	400.00		
39	Tee, 10" X 6" MJ X MJ	1.00	EA.	400.00	400.00	630.00	630.00	500.00	500.00		
40	Reducer, 10" X 6" MJ X PE	2.00	EA.	250.00	500.00	400.00	800.00	400.00	800.00		
41	Sleeve, 10" X 12" Solid	2.00	EA.	400.00	800.00	650.00	1,300.00	500.00	1,000.00		
42	6" Nitrile Gaskets	14.00	EA.	120.00	1,680.00	45.00	630.00	30.00	420.00		
43	10" Nitrile Gaskets	4.00	EA.	160.00	640.00	60.00	240.00	60.00	240.00		
44	Cap, 6" MJ	4.00	EA.	135.00	540.00	170.00	680.00	200.00	800.00		
45	Cap, 10" MJ	2.00	EA.	180.00	360.00	240.00	480.00	300.00	600.00		
46	Joint Restraint Gasket, 6'	14.00	EA.	140.00	1,960.00	275.00	3,850.00	200.00	2,800.00		
47	Joint Restraint Gasket, 10'	2.00	EA.	220.00	440.00	365.00	730.00	250.00	500.00		
48	Mechanical Joint Restraint, 6"	32.00	EA.	130.00	4,160.00	90.00	2,880.00	150.00	4,800.00		
49	Mechanical Joint Restraint, 10"	6.00	EA.	160.00	960.00	115.00	690.00	200.00	1,200.00		
50	Service Shortside, 3/4"	2.00	EA.	1,000.00	2,000.00	1,250.00	2,500.00	1,500.00	3,000.00		
51	Service Longside, 3/4"	2.00	EA.	1,500.00	3,000.00	2,100.00	4,200.00	2,500.00	5,000.00		
52	Valve, 6" MJ Gate W/ Box	4.00	EA.	1,600.00	6,400.00	2,250.00	9,000.00	1,250.00	5,000.00		
53	Valve, 10" MJ Gate W/ Box	1.00	EA.	2,200.00	2,200.00	3,285.00	3,285.00	2,500.00	2,500.00		
54	Hydrant Assembly	2.00	EA.	4,800.00	9,600.00	4,450.00	8,900.00	5,200.00	10,400.00		
55	Remove Hydrant Assembly	1.00	EA.	1,000.00	1,000.00	1,200.00	1,200.00	500.00	500.00		
56	Manhole, Sanitary Sewer, SW-301	2.00	EA.	4,000.00	8,000.00	4,350.00	8,700.00	3,500.00	7,000.00		
57	Manhole, Storm Sewer, SW-401	2.00	EA.	3,000.00	6,000.00	2,450.00	4,900.00	3,000.00	6,000.00		
58	Manhole Adjustment, Minor	2.00	EA.	500.00	1,000.00	650.00	1,300.00	1,250.00	2,500.00		
59	Remove Manhole	3.00	EA.	1,000.00	3,000.00	400.00	1,200.00	750.00	2,250.00		
60	Remove Intake	7.00	EA.	1,000.00	7,000.00	350.00	2,450.00	500.00	3,500.00		
61	Intake, Type D	12.00	EA.	5,000.00	60,000.00	5,180.00	62,160.00	4,000.00	48,000.00		
62	Pavement, Stand. Or Slip-Form, P.C.C., 8 IN., Class'C'	2,246.00	S.Y.	47.00	105,562.00	51.60	115,893.60	54.00	121,284.00		
63	Removal of Driveway	80.60	S.Y.	8.00	644.80	11.50	926.90	12.00	967.20		
64	Removal of Sidewalk	122.40	S.Y.	8.00	979.20	9.50	1,162.80	7.00	856.80		
65	Sidewalk, 4", Type 'C', Class III, P.C.C.	373.30	S.Y.	50.00	18,665.00	42.85	15,995.91	45.00	16,796.50		
66	Sidewalk, 6", Type 'C', Class III, P.C.C.	99.90	S.Y.	60.00	5,994.00	83.65	8,356.64	88.00	8,791.20		
67	Pedestrian Ramps, Detectable Warnings	160.00	S.F.	35.00	5,600.00	36.00	5,760.00	38.00	6,080.00		
68	Driveway, 6", Type 'C', Class III, P.C.C.	80.60	S.Y.	50.00	4,030.00	58.85	4,743.31	61.00	4,916.60		
69	Surfacing, 1" Roadstone	50.00	TON	14.00	700.00	28.00	1,400.00	22.00	1,100.00		
70	Patch, HMA (ST) Surface, 1/2", No Fric.	5.00	TON	250.00	1,250.00	250.00	1,250.00	500.00	2,500.00		
71	Removal of Pavement	2,246.00	S.Y.	15.00	33,690.00	6.00	13,476.00	9.00	20,214.00		
72	Traffic Control	1.00	L.S.	10,000.00	10,000.00	2,500.00	2,500.00	2,100.00	2,100.00		
73	Type A Signs, Aluminum	29.50	S.F.	25.00	737.50	23.00	678.50	40.00	1,180.00		
74	Sign Post, Square Tubing 14 Gauge 2' Galvanized	74.50	L.F.	40.00	2,980.00	10.00	745.00	20.00	1,490.00		
75	Hydraulic Seeding	15,412.00	S.F.	0.50	7,706.00	0.15	2,311.80	0.25	3,853.00		
76	Sod, Provide & Place	7,200.00	S.F.	0.65	4,680.00	0.90	6,480.00	1.00	7,200.00		
77	Filter Sock, 9"	240.00	L.F.	15.00	3,600.00	3.50	840.00	3.50	840.00		
78	Rollod Erosion Control Product (RECP), Extended Term	452.20	S.Y.	24.00	10,852.80	2.25	1,017.45	2.25	1,017.45		
79	Revetment, Class E	210.00	TON	45.00	9,450.00	43.50	9,135.00	45.00	9,450.00		
80	Sediment Filter, Intake Well	12.00	EA.	250.00	3,000.00	140.00	1,680.00	150.00	1,800.00		
81	Cleaning, Sediment Filter Basin	12.00	EA.	200.00	2,400.00	50.00	600.00	25.00	300.00		
82	Handrail, 2 IN. Dia. Steel Pipe, Hot Dip Galvanized	103.50	L.F.	225.00	23,287.50	240.00	24,840.00	200.00	20,700.00		
83	Mobilization	1.00	L.S.	20,000.00	20,000.00	27,000.00	27,000.00	20,000.00	20,000.00		

Cost Est.:

\$825,815.10

Total Bid:

\$788,375.05

Total Bid:

\$803,544.95



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
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MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: May 15, 2019

SUBJECT: 100 Block Alley Reconstruction
Project No. RC-039-3154
Bid Opening

On Tuesday, May 14, 2019 at 2:00 p.m., bids were received and opened for the 100 Block Alley Reconstruction Project. A total of two (2) bids were received, with Lodge Construction Inc. the low bidder:

	<i>Base Bid w/Alternate</i>
Lodge Construction Inc.	\$271,063.80
Vieth Construction Corp.	\$282,076.90

The Engineer's Estimate for this project was \$153,466.03. Lodge Construction Inc. of Clarksville, Iowa submitted the low bid in the amount of \$271,063.80. Attached is a bid tab for your reference. The two bids are similar. Multiple factors are likely influencing the fact that bids were significantly higher than the Engineer's Estimate. For example, the time of year, contractor's schedules, and availability of bid materials are likely drivers. However, the complexity in staging as well as the handwork for stair cases and rear entrances may also be contributing. We don't have a comparable project, which makes developing a cost estimate challenging.

We recommend acceptance of the lowest bid from Lodge Construction Inc. in the amount of \$271,063.80. On June 3rd, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

With this project, the City has entered into agreements with 6 property owners to coordinate improvements to their rear entrances in conjunction with the project. These agreements were approved at the May 6th Council meeting. Each owner has been notified of the bid price, according to the terms of our agreement.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development

BID TAB

PROJECT NAME: 100 Block Alley Reconstruction Project

PROJECT NO.: RC-039-3154

BID OPENING: 2:00 p.m., Tuesday, May 14, 2019

ENGINEERING DIVISION

DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF CEDAR FALLS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Lodge Construction, Inc. P.O. Box 459 Clarksville, Ia. 50619		2) Vieth Construction Corp. 6419 Nordic Drive Cedar Falls, Ia. 50613	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Modified Subbase	232.10	C.Y.	35.00	8,123.50	60.00	13,926.00	67.00	15,550.70
2	Subgrade Preparation	760.00	S.Y.	5.00	3,800.00	5.00	3,800.00	3.00	2,280.00
3	Electrical Conduits	202.00	L.F.	15.00	3,030.00	13.00	2,626.00	15.00	3,030.00
4	Storm Sewer Pipe, R.C.P., 15 In.	10.00	L.F.	60.00	600.00	100.00	1,000.00	200.00	2,000.00
5	Longitudinal Subdrain, Perforated, 4 In.	182.20	L.F.	10.00	1,822.00	17.00	3,097.40	35.00	6,377.00
6	Footing Drain Collector, 12 In.	263.80	L.F.	35.00	9,233.00	27.00	7,122.60	50.00	13,190.00
7	Subdrain Outlets	4.00	EA.	300.00	1,200.00	350.00	1,400.00	325.00	1,300.00
8	Subdrain, Footing Drain Connection	9.00	EA.	300.00	2,700.00	800.00	7,200.00	750.00	6,750.00
9	Footing Drain Cleanout, 12 In.	2.00	EA.	1,000.00	2,000.00	900.00	1,800.00	775.00	1,550.00
10	Double Grate Intake, SW-505	2.00	EA.	7,000.00	14,000.00	5,000.00	10,000.00	5,000.00	10,000.00
11	Pavement, P.C.C., 8 In.	696.40	S.Y.	40.00	27,856.00	82.00	57,104.80	90.00	62,676.00
12	Sidewalk, 6 In.	11.50	S.Y.	55.00	632.50	126.00	1,449.00	135.00	1,552.50
13	Removal of Pavement	705.40	S.Y.	7.00	4,937.80	12.00	8,464.80	14.00	9,875.60
14	Sawcut for Removals	206.00	L.F.	6.00	1,236.00	7.00	1,442.00	5.50	1,133.00
15	Concrete Steps	191.40	S.F.	30.00	5,742.00	81.00	15,503.40	84.00	16,077.60
16	Raised Landings & Ramps	36.20	S.Y.	50.00	1,810.00	278.00	10,063.60	290.00	10,498.00
17	Railings, Decorative	91.90	L.F.	200.00	18,380.00	208.00	19,115.20	215.00	19,758.50
18	Railings, Decorative, Removable	8.50	L.F.	250.00	2,125.00	255.00	2,167.50	275.00	2,337.50
19	Railings, Removable	15.90	L.F.	150.00	2,385.00	225.00	3,577.50	235.00	3,736.50
20	Lighted Bollards	10.00	EA.	800.00	8,000.00	3,600.00	36,000.00	3,750.00	37,500.00
21	Removable Bollards	10.00	L.S.	800.00	8,000.00	1,500.00	15,000.00	750.00	7,500.00
22	Utility Bollards	14.00	EA.	800.00	11,200.00	900.00	12,600.00	475.00	6,650.00
23	Removals as per Plan	1.00	L.S.	1,000.00	1,000.00	6,000.00	6,000.00	11,500.00	11,500.00
24	Utility Adjustment, Minor	1.00	EA.	1,500.00	1,500.00	1,500.00	1,500.00	650.00	650.00
25	Plantings	139.00	EA.	60.00	8,340.00	70.00	9,730.00	70.00	9,730.00
26	Sodding	5.80	SQ.	100.00	580.00	250.00	1,450.00	250.00	1,450.00
27	Transformer Pad	1.00	EA.	5,000.00	5,000.00	8,000.00	8,000.00	7,500.00	7,500.00
				Base Est.:	155,232.80	Base Bid:	261,139.80	Base Bid:	272,152.90
ALTERNATE BID:									
28	Pavement, P.C.C., Colored, 8 In.	82.70	S.Y.	100.00	8,270.00	120.00	9,924.00	120.00	9,924.00
				Cost w/ Alt.:	\$163,502.80	Bid w/ Alt.:	\$271,063.80	Bid w/ Alt.:	\$282,076.90

Price extension(s) and Total(s) items in bold italics vary from entries submitted on the Form of Proposal from the Bidder.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
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MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: May 16, 2019

SUBJECT: Ridgeway Avenue Reconstruction Project
Project No. RC-293-3172
Bid Opening

On Tuesday, May 14, 2019 at 2:00 p.m., bids were received and opened for the Ridgeway Avenue Reconstruction Project. A total of four (4) bids were received, with Peterson Contractors Inc. the low bidder:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$1,849,429.16
K. Cunningham Construction Co. Inc.	\$1,925,188.00
Vieth Construction Corp.	\$1,927,905.84
Lodge Construction Inc.	\$1,958,266.70

The Engineer's Estimate for this project was \$1,766,081.00. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$1,849,429.16, which is 4.7% above the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peterson Contractors Inc. in the amount of \$1,849,429.16.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development

BID TAB
 PROJECT NAME: Ridgeway Avenue Reconstruction
 PROJECT NO.: RC-293-3172
 BID OPENING: 2:00 p.m., Tuesday, May 14, 2019

**ENGINEERING DIVISION
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 CITY OF CEDAR FALLS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Peterson Contractor's, Inc. Box A Reinbeck, Ia. 50669-0155		2) K. Cunningham Const. Co., Inc. 1025 Center Street Cedar Falls, Ia. 50613		3) Vieth Construction Corp. 6419 Nordic Drive Cedar Falls, Ia. 50613		4) Lodge Construction, Inc. P.O. Box 459 Clarksville, Ia. 50619	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.01	MOBILIZATION	1.00	L.S.	150,000.00	150,000.00	155,000.00	155,000.00	210,000.00	210,000.00	155,000.00	155,000.00	100,000.00	100,000.00
1.02	CONSTRUCTION SURVEY	1.00	L.S.	15,000.00	15,000.00	25,000.00	25,000.00	16,500.00	16,500.00	17,500.00	17,500.00	20,000.00	20,000.00
2.01	CLEARING & GRUBBING	1.00	L.S.	8.00	8.00	3,000.00	3,000.00	3,000.00	3,000.00	6,000.00	6,000.00	3,000.00	3,000.00
2.02	TOPSOIL, ON SITE, STRIP, SALVAGE & SPREAD	1,989.00	C.Y.	8.00	15,912.00	10.00	19,890.00	9.00	17,901.00	13.50	26,851.50	8.00	15,912.00
2.03	EXCAVATION, CLASS 10, ROADWAY & BORROW	2,745.00	C.Y.	10.00	27,450.00	4.00	10,980.00	4.00	10,980.00	5.00	13,725.00	4.00	10,980.00
2.04	EXCAVATION, UNSUITABLE, WASTE	275.00	C.Y.	15.00	4,125.00	10.00	2,750.00	10.00	2,750.00	20.00	5,500.00	7.00	1,925.00
2.05	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	7,395.00	C.Y.	12.00	88,740.00	5.50	40,672.50	5.50	40,672.50	18.00	133,110.00	12.00	88,740.00
2.06	COMPACTION W/ MOISTURE & DENSITY CONTROL	10,140.00	C.Y.	2.00	20,280.00	1.25	12,675.00	1.25	12,675.00	0.50	5,070.00	1.00	10,140.00
2.07	BELOW GRADE EXCAVATION (CORE OUT)	100.00	C.Y.	15.00	1,500.00	15.00	1,500.00	15.00	1,500.00	50.00	5,000.00	25.00	2,500.00
2.08	SUBGRADE PREPARATION, 12 IN.	11,033.00	C.Y.	2.50	27,582.50	1.75	19,307.75	1.75	19,307.75	0.75	8,274.75	2.00	22,066.00
2.09	GEOGRID	500.00	C.Y.	5.00	2,500.00	2.50	1,250.00	2.50	1,250.00	4.50	2,250.00	3.00	1,500.00
2.10	MODIFIED SUBBASE	3,657.00	S.Y.	35.00	127,995.00	40.00	146,280.00	38.50	140,794.50	18.00	65,826.00	45.00	164,565.00
2.11	RELOCATION OF MAILBOX	2.00	EA.	250.00	500.00	500.00	1,000.00	200.00	400.00	100.00	200.00	250.00	500.00
3.01	TRENCH FOUNDATION	50.00	TON	30.00	1,500.00	26.00	1,300.00	26.00	1,300.00	58.00	2,900.00	25.00	1,250.00
4.01	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	114.00	L.F.	150.00	17,100.00	72.50	8,265.00	60.00	6,840.00	60.00	6,840.00	55.00	6,270.00
4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	395.00	L.F.	200.00	79,000.00	125.00	49,375.00	116.00	45,820.00	116.00	45,820.00	120.00	47,400.00
4.03	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	127.00	L.F.	65.00	8,255.00	62.50	7,937.50	60.00	7,620.00	60.00	7,620.00	36.00	4,572.00
4.04	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	91.00	L.F.	75.00	6,825.00	67.50	6,142.50	51.00	4,641.00	51.00	4,641.00	38.00	3,458.00
4.05	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 35 IN.	210.00	L.F.	15.00	3,150.00	17.50	3,675.00	15.00	3,150.00	15.00	3,150.00	10.00	2,100.00
4.06	REMOVAL STORM SEWER PIPE GREATER THAN OR EQUAL TO 35 IN.	430.00	L.F.	25.00	10,750.00	24.00	10,320.00	20.00	8,600.00	20.00	8,600.00	13.00	5,590.00
4.07	PIPE APRON, RCP, 42 IN.	1.00	EA.	2,000.00	2,000.00	3,000.00	3,000.00	2,250.00	2,250.00	2,250.00	2,250.00	3,750.00	3,750.00
4.08	SUBDRAIN, HDPE, CASE B, 6 IN.	2,108.00	L.F.	12.00	25,296.00	11.00	23,188.00	10.50	22,134.00	10.50	22,134.00	10.00	21,080.00
4.09	SUBDRAIN CLEANOUT, TYPE B	3.00	EA.	500.00	1,500.00	950.00	2,850.00	950.00	2,850.00	950.00	2,850.00	1,000.00	3,000.00
4.10	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	15.00	EA.	250.00	3,750.00	375.00	5,625.00	175.00	2,625.00	175.00	2,625.00	500.00	7,500.00
4.11	VIDEO INSPECTION OF SANITARY & STORM SEWER	1.00	L.S.	5,000.00	5,000.00	5,000.00	5,000.00	2,500.00	2,500.00	2,200.00	2,200.00	3,500.00	3,500.00
5.01	FIRE HYDRANT ASSEMBLY, ADJUSTMENT	1.00	EA.	3,000.00	3,000.00	2,400.00	2,400.00	2,900.00	2,900.00	2,900.00	2,900.00	5,500.00	5,500.00
6.01	MANHOLE, STORM SEWER, SW-401, 48 IN.	1.00	EA.	4,500.00	4,500.00	5,500.00	5,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
6.02	MANHOLE, STORM SEWER, SW-401, 72 IN.	2.00	EA.	8,000.00	16,000.00	9,400.00	18,800.00	7,000.00	14,000.00	7,000.00	14,000.00	5,000.00	10,000.00
6.03	INTAKE, SINGLE OPEN-THROAT CURB, SW-507	1.00	EA.	5,000.00	5,000.00	4,800.00	4,800.00	3,950.00	3,950.00	3,950.00	3,950.00	4,200.00	4,200.00
6.04	INTAKE, DOUBLE OPEN-THROAT CURB, SW-509	4.00	EA.	9,000.00	36,000.00	5,900.00	23,600.00	5,200.00	20,800.00	5,200.00	20,800.00	5,500.00	22,000.00
6.05	INTAKE, DOUBLE OPEN-THROAT CURB, SW-510, MODIFIED	1.00	EA.	9,500.00	9,500.00	10,000.00	10,000.00	5,250.00	5,250.00	5,250.00	5,250.00	5,500.00	5,500.00
6.06	MANHOLE ADJUSTMENT, MAJOR	3.00	EA.	2,500.00	7,500.00	1,900.00	5,700.00	2,600.00	7,800.00	2,600.00	7,800.00	2,300.00	6,900.00
6.07	CONNECTION TO EXISTING STORM MANHOLE	2.00	EA.	1,500.00	3,000.00	2,400.00	4,800.00	900.00	1,800.00	900.00	1,800.00	1,500.00	3,000.00
6.08	MODIFY EXISTING INTAKE, SW-403	3.00	EA.	4,500.00	13,500.00	4,700.00	14,100.00	3,450.00	10,350.00	3,450.00	10,350.00	3,500.00	10,500.00
6.09	SW-509, TOP ONLY	1.00	EA.	3,500.00	3,500.00	1,900.00	1,900.00	3,250.00	3,250.00	3,250.00	3,250.00	2,000.00	2,000.00
6.10	REMOVE MANHOLE OR INTAKE	5.00	EA.	1,000.00	5,000.00	500.00	2,500.00	425.00	2,125.00	425.00	2,125.00	500.00	2,500.00
7.01	PAVEMENT, P.C.C., CLASS C, 9 IN.	9,534.00	S.Y.	50.00	476,700.00	45.00	429,030.00	53.25	507,685.50	47.50	452,865.00	47.00	448,098.00
7.02	CONCRETE MEDIAN, PAVED, 6 IN.	46.00	S.Y.	60.00	2,760.00	52.50	2,415.00	67.25	3,093.50	55.00	2,530.00	53.00	2,438.00
7.03	REMOVAL, SIDEWALK, TRAIL & DRIVEWAY	934.00	S.Y.	6.00	5,604.00	4.00	3,736.00	4.00	3,736.00	6.50	6,071.00	6.00	5,604.00
7.04	SHARED USE PATH, P.C.C., 6 IN.	582.00	S.Y.	45.00	26,190.00	37.50	21,825.00	41.35	24,065.70	38.00	22,116.00	38.00	22,116.00
7.05	SIDEWALK, P.C.C., 5 IN.	543.00	S.Y.	35.00	19,005.00	37.50	20,362.50	45.80	24,869.40	38.00	20,634.00	38.00	20,634.00
7.06	SIDEWALK RAMP, P.C.C., 6 IN.	286.00	S.Y.	40.00	11,440.00	67.50	19,305.00	58.00	16,588.00	70.00	20,020.00	70.00	20,020.00
7.07	DETECTABLE WARINGS	308.00	S.F.	30.00	9,240.00	32.50	10,010.00	48.00	14,784.00	33.00	10,164.00	32.00	9,856.00
7.08	DRIVEWAY, P.C.C., 6 IN.	112.00	S.Y.	45.00	5,040.00	40.00	4,480.00	52.75	5,908.00	42.00	4,704.00	40.00	4,480.00
7.09	DRIVEWAY, GRANULAR, 6 IN.	146.00	S.Y.	7.50	1,095.00	8.00	1,168.00	8.00	1,168.00	14.00	2,044.00	6.00	876.00
7.10	REMOVAL, ROADWAY PAVEMENT	7,013.00	S.Y.	5.00	35,065.00	4.00	28,052.00	4.00	28,052.00	6.50	45,584.50	8.00	56,104.00
7.11	SAWCUT	908.00	L.F.	5.00	4,540.00	7.50	6,810.00	5.00	4,540.00	5.25	4,767.00	7.00	6,350.00
7.12	PAVEMENT GRINDING	950.00	S.Y.	6.00	5,700.00	15.00	14,250.00	8.75	8,312.50	9.50	9,025.00	7.00	6,650.00
8.01	TRAFFIC CONTROL	1.00	L.S.	12,500.00	12,500.00	7,500.00	7,500.00	15,000.00	15,000.00	5,500.00	5,500.00	15,500.00	15,500.00
8.02	TEMPORARY TRAFFIC SIGNALS (NORDIC DRIVE)	1.00	L.S.	75,000.00	75,000.00	100,000.00	100,000.00	70,000.00	70,000.00	74,000.00	74,000.00	73,000.00	73,000.00
8.03	TEMPORARY TRAFFIC SIGNALS (NORDIC DRIVE), MAINTENANCE	1.00	L.S.	7,500.00	7,500.00	30,000.00	30,000.00	30,000.00	30,000.00	32,000.00	32,000.00	32,000.00	32,000.00
8.04	PORTABLE DYNAMIC MESSAGE SIGN	28.00	CDAY	100.00	2,800.00	200.00	5,600.00	200.00	5,600.00	210.00	5,880.00	185.00	5,180.00
8.05	SIGNING, REMOVAL, REINSTALLATION & SALVAGE	15.00	EA.	150.00	2,250.00	120.00	1,800.00	120.00	1,800.00	125.00	1,875.00	125.00	1,875.00
8.06	POSTS FOR SIGNS, STEEL	362.00	L.F.	15.00	5,430.00	8.00	2,896.00	8.00	2,896.00	8.50	3,077.00	9.00	3,258.00
8.07	ANCHOR POST, STEEL	32.00	L.F.	200.00	6,400.00	35.00	1,120.00	35.00	1,120.00	37.00	1,184.00	37.00	1,184.00
8.08	TYPE "A" SIGNS	283.00	S.F.	25.00	7,075.00	20.00	5,660.00	20.00	5,660.00	21.00	5,943.00	21.00	5,943.00
8.09	PAINTED PAVEMENT MARKINGS, WATERBORNE	96.93	STA.	55.00	5,331.15	37.00	3,586.41	37.00	3,586.41	39.00	3,780.27	40.00	3,877.20
8.10	PAINTED SYMBOLS & LEGENDS, WATERBORNE	21.00	EA.	200.00	4,200.00	95.00	1,950.00	95.00	1,950.00	100.00	2,100.00	100.00	2,100.00
9.01	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERM. LAWN MIXTURE)	2.00	AC.	4,500.00	9,000.00	5,000.00	10,000.00	4,875.00	9,750.00	5,150.00	10,300.00	5,000.00	10,000.00
9.02	WATERING	170.00	MGAL	30.00	5,100.00	72.00	12,240.00	72.00	12,240.00	76.00	12,920.00	75.00	12,750.00
9.03	WARRANTY	1.00	L.S.	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,600.00	2,600.00	2,600.00	2,600.00
9.04	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	1.00	L.S.	7,500.00	7,500.00	4,000.00	4,000.00	8,250.00	8,250.00	3,400.00	3,400.00	3,400.00	3,400.00
9.05	TEMPORARY RECP, TYPE 2, C.	3,228.00	L.F.	5.00	16,140.00	1.00	3,228.00	0.95	3,066.60	1.00	3,228.00	1.00	3,228.00
9.06	WATTLES, 9 N. STRAW	2,620.00	L.F.	3.00	7,860.00	2.25	5,895.00	2.25	5,895.00	2.50	6,550.00	2.50	6,550.00
9.07	WATTLES, MAINTENANCE & REMOVAL	2,620.00	L.F.	1.00	2,620.00	1.00	2,620.00	0.85	2,227.00	0.90	2,358.00	1.00	2,620.00
9.08	RIP RAP, CLASS E	86.00	TON	50.00	4,300.00	45.00	3,870.00	48.00	4,128.00	48.00	4,128.00	45.00	3,870.00
9.09	SILT FENCE	888.00	L.F.	3.00	2,664.00	2.00	1,776.00	1.95	1,731.60	3.00	2,664.00	2.00	1,776.00
9.10	SILT FENCE, MAINTENANCE & REMOVAL	888.00	L.F.	1.00	888.00	0.75	666.00	0.75	666.00	0.75	666.00	1.00	888.00
9.11	EROSION CONTROL, CONVENTIONAL MULCHING	3.00	AC.	2,000.00	6,000.00	750.00	2,250.00	650.00	1,950.00	700.00	2,100.00	700.00	2,100.00
9.12	INLET PROTECTION DEVICE	21.00	EA.	150.00	3,150.00	150.00	3,150.00	140.00	2,940.00	160.00	3,360.00	150.00	3,150.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE	31.00	EA.	25.00	775.00	50.00	1,550.00	50.00	1,550.00				



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: May 15, 2019

SUBJECT: Ridgeway Avenue Reconstruction Project
Project No. RC-293-3172
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Peterson Contractors Inc. for the construction of the Ridgeway Avenue Reconstruction Project.

The Department of Community Development recommends approving and executing the contract with Peterson Contractors Inc. for the construction of the Ridgeway Avenue Reconstruction Project. This project will reconstruct of Ridgeway Avenue from Nordic Drive west approximately 750 feet. Work will include removal and replacement of the existing pavement, installation of a roundabout, landscaping, storm sewer, subdrain, replacement of driveway approaches, and installation of a pedestrian trail.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the **Owner**, and Peterson Contractors, Inc. of Reinbeck, Iowa, hereinafter called the **Contractor**.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment **and** construct the public improvement consisting of: **RIDGEWAY AVENUE RECONSTRUCTION PROJECT**, Project No. RC-293-3172 all in the City of Cedar Falls, **Iowa**, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by **Resolution** duly passed on the 6th day of May 2019, and shown and described in the **Plans and Specifications** therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said **Plans and Specifications**.

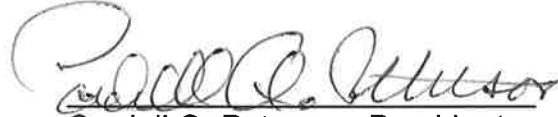
The following parts of the **Plans and Specifications** for said Project No. **RC-293-3172** attached hereto shall be made a part of this contract as fully as though set **out** herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder

m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

PETERSON CONTRACTORS, INC.



Cordell Q. Peterson, President
104 Blackhawk Street, P.O. Box A
Reinbeck, Iowa 50669

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107049021

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One million eight hundred forty-nine thousand four hundred twenty-nine dollars and sixteen cents (\$1,849,429.16), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the day of , , hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Ridgeway Avenue Reconstruction Project Project RC-293-3172

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Not Required

Signature of Agent

Peterson Contractors, Inc.

Contractor

By:

Signature

president

Title

Printed Name of Agent

Company Name

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By:

Signature Attorney-in-Fact Officer & IA Resident Agent

Anne Crowner

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Company Address

City, State, Zip Code

Company Telephone Number

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

FORM APPROVED BY:

Waukee, IA 50263

City, State, Zip Code

Attorney for Owner

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. **231471**

Surety Bond No. or Project Description: Principal: **Peterson Contractors, Inc.**

107049021 Obligee: **City of Cedar Falls**

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young** of the City of **West Des Moines** State of **Iowa**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **October, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **24th** day of **October, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2019

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

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

PRODUCER LSB Financial Services 219 Main St Cedar Falls, IA 50613	CONTACT NAME: PHONE (A/C, No, Ext): (319) 874-4242	FAX (A/C, No):	
	E-MAIL ADDRESS: info@mylsb.com		
INSURED Peterson Contractors, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Hartford		
	INSURER B : Berkshire Hathaway Specialty Insurance Company		
	INSURER C : Zurich American Ins Co		16535
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		41CSEQU2151	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			41CSEQU2152	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			47XSF1005414-03	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	41WNQU2150	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			CPP926706406	7/1/2018	7/1/2019	Leased/Rented Equipm \$ 5,000,000
C	Cargo			CPP926706406	7/1/2018	7/1/2019	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: J8229 Ridgeway Avenue Reconstruction Project Cedar Falls, IA
City of Cedar Falls as additional insured per written contract. Governmental Immunities Endorsement attached, and Waiver of Subrogation in favor of the additional insured.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE
Daisy Shires



ADDITIONAL REMARKS SCHEDULE

AGENCY LSB Financial Services		NAMED INSURED Peterson Contractors, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Additional Named Insured
 Reinbeck Motor Inc.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - OPERATIONS PERFORMED FOR IOWA ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa City of Dubuque, Iowa	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
 2. In connection with your premises owned by or rented to you and shown in the Schedule.
- B.** With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

- 4. Other Insurance**
- a. Primary And Non-Contributory To Other Insurance**
 This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.

 This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph **b.** below.
 - b. Excess Insurance**
 This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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.

C. Governmental Immunity

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV - Commercial General Liability Conditions:

1. Nonwaiver Of Governmental Immunity

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion Of Governmental Immunity

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

4. Non-Denial Of Coverage

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality or governmental subdivision shown in the Schedule of this endorsement.

5. No Other Change In Policy

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

D. Special Cancellation Or Nonrenewal Notification

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section IV – **Commercial General Liability Conditions:**

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2. a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or
b. Material restriction of coverage and/or a change in the Limits of Insurance,
we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

APPLIES WHERE CG2010 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

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 site 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>APPLIES WHERE CG2037 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT</p>
<p>Location And Description of Completed Operations:</p> <p>ALL</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**FORM OF PROPOSAL
RIDGEWAY AVENUE RECONSTRUCTION
CHANCELLOR DRIVE TO NORDIC DRIVE PROJECT
PROJECT NO. RC-293-3172
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contrators, Inc have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the RIDGEWAY AVENUE RECONSTRUCTION CHANCELLOR DRIVE TO NORDIC DRIVE PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Please see the attached Itemized Cost Report for Unit Prices.

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.01	MOBILIZATION	LS	1		
1.02	CONSTRUCTION SURVEY	LS	1		
2.01	CLEARING & GRUBBING	LS	1		
2.02	TOPSOIL, ON SITE, STRIP, SALVAGE & SPREAD	CY	1989		
2.03	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	2745		
2.04	EXCAVATION, UNSUITABLE WASTE	CY	275		
2.05	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	CY	7395		
2.06	COMPACTION WITH MOISTURE & DENSITY CONTROL	CY	10140		
2.07	BELOW GRADE EXCAVATION (CORE OUT)	CY	100		
2.08	SUBGRADE PREPARATION, 12 IN.	CY	11033		
2.09	GEOGRID	CY	500		
2.10	MODIFIED SUBBASE	SY	3657		
2.11	RELOCATION OF MAILBOXE	EA	2		
3.01	TRENCH FOUNDATION	TON	50		
4.01	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	114		
4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	395		
4.03	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	127		
4.04	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	91		
4.05	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	210		
4.06	REMOVAL STORM SEWER PIPE GREATER THAN 36 IN.	LF	430		
4.07	PIPE APRON, RCP, 42 IN.	EA	1		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
4.08	SUBDRAIN, HDPE, CASE B, 6 IN.	LF	2108		
4.09	SUBDRAIN CLEANOUT, TYPE B	EA	3		
4.10	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	EA	15		
4.11	VIDEO INSPECTION OF SANITARY AND STORM SEWER	LS	1		
5.01	FIRE HYDRANT ASSEMBLY, ADJUSTMENT	EA	1		
6.01	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	1		
6.02	MANHOLE, STORM SEWER, SW-401, 72 INC.	EA	2		
6.03	INTAKE, SINGLE OPEN-THROAT CURB, SW-507	EA	1		
6.04	INTAKE, DOUBLE OPEN-THROAT CURB, SW-509	EA	4		
6.05	INTAKE, DOUBLE OPEN-THROAT CURB, SW-510 MODIFIED	EA	1		
6.06	MANHOLE ADJUSTMENT, MAJOR	EA	3		
6.07	CONNECTION TO EXISTING STORM MANHOLE	EA	2		
6.08	MODIFY EXISTING INTAKE, SW-403	EA	3		
6.09	SW-509, TOP ONLY	EA	1		
6.10	REMOVE MANHOLE OR INTAKE	EA	5		
7.01	PAVEMENT, PCC, CLASS C, 9 IN.	SY	9534		
7.02	CONCRETE MEDIAN, PAVED, 6 IN.	SY	46		
7.03	REMOVAL, SIDEWALK, TRAIL AND DRIVEWAY	SY	934		
7.04	SHARED USE PATH, PCC, 6 IN.	SY	582		
7.05	SIDEWALK, PCC, 5 IN.	SY	543		
7.06	SIDEWALK RAMP, PCC, 6 IN.	SY	286		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
7.07	DETECTABLE WARNINGS	SF	308		
7.08	DRIVEWAY, PCC, 6 IN.	SY	112		
7.09	DRIVEWAY, GRANULAR, 6 IN.	SY	146		
7.10	REMOVAL, ROADWAY PAVEMENT	SY	7013		
7.11	SAWCUT	LF	908		
7.12	PAVEMENT GRINDING	SY	950		
8.01	TRAFFIC CONTROL	LS	1		
8.02	TEMPORARY TRAFFIC SIGNALS (NORDIC DRIVE)	LS	1		
8.03	TEMPORARY TRAFFIC SIGNALS (NORDIC DRIVE), MAINTENANCE	LS	1		
8.04	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	28		
8.05	SIGNING, REMOVAL, REINSTALLATION & SALVAGE	EA	15		
8.06	POSTS FOR SIGNS, STEEL	LF	362		
8.07	ANCHOR POST, STEEL	LF	32		
8.08	TYPE A SIGNS	SF	283		
8.09	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	96.93		
8.10	PAINTED SYMBOLS & LEGENDS, WATERBORNE	EA	21		
9.01	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERM. LAWN MIXTURE)	ACRE	2		
9.02	WATERING	MGAL	170		
9.03	WARRANTY	LS	1		
9.04	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1		
9.05	TEMPORARY RECP, TYPE 2.C	LF	3228		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
9.06	WATTLES, 9 IN. STRAW	LF	2620		
9.07	WATTLES, MAINTENANCE AND REMOVAL	LF	2620		
9.08	RIP RAP, CLASS E	TON	86		
9.09	SILT FENCE	LF	888		
9.10	SILT FENCE, MAINTENANCE AND REMOVAL	LF	888		
9.11	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	ACRE	3		
9.12	INLET PROTECTION DEVICE	EA	21		
9.13	INLET PROTECTION DEVICE, MAINTENANCE	EA	31		
9.14	STREET LIGHTING	LS	1		
9.15	LANDSCAPING	LS	1		
11.01	FIELD OFFICE	EA	1		
TOTAL BID					\$1,849,429.16

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. #1 Date 5-10-19

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
Peterson Contractors, Inc.
104 Black Hawk St.
Reinbeck, IA 50669
Official Address

Chris D. Fleshner
By
Project Estimator / Manager
Title

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 12 / 22 / 1968 to Present Address: 104 Black Hawk St.
City, State, Zip: Reinbeck, IA 50669

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Peterson Contractors, Inc.

Signature: 

Date: 5-14-19

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. RC-293-3172

STATE OF Iowa ss

COUNTY OF Grundy

Chris Fleshner, being first duly sworn, deposes and says that:

(1) We are Representative of Peterson
(Owner, partner, officer, representative, or agent)
Contractors, Inc., the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Chris Fleshner

Signed
Project Estimator / Manager
Title

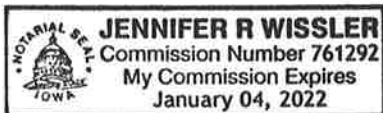
Subscribed and sworn to before me

this 14th day of May, 2019

Jennifer R Wissler
ASSIST TREASURER

Title

My Commission expires 1/4/22



RECEIPT OF ADDENDUM NO. 1

May 10, 2019

**RIDGEWAY AVENUE RECONSTRUCTION
CHANCELLOR DRIVE TO NORDIC DRIVE
CEDAR FALLS, IOWA**

The Contractor shall acknowledge receipt of Addendum No. 1 by emailing an executed copy of this Receipt of Addendum to Chase.Schrage@cedarfalls.com.

Contractor Name: Peterson Contractors, Inc.

Signature: 

(Printed): Chris D. Fleshner



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: May 15, 2019
SUBJECT: Site Plan - 5601 University Avenue

REQUEST: Site Plan Review – MPC, Major Thoroughfare Planned Commercial District.
Project #: SP19-010

PETITIONER: Lori and Kyle Larson, Owner

LOCATION: 5601 University Avenue

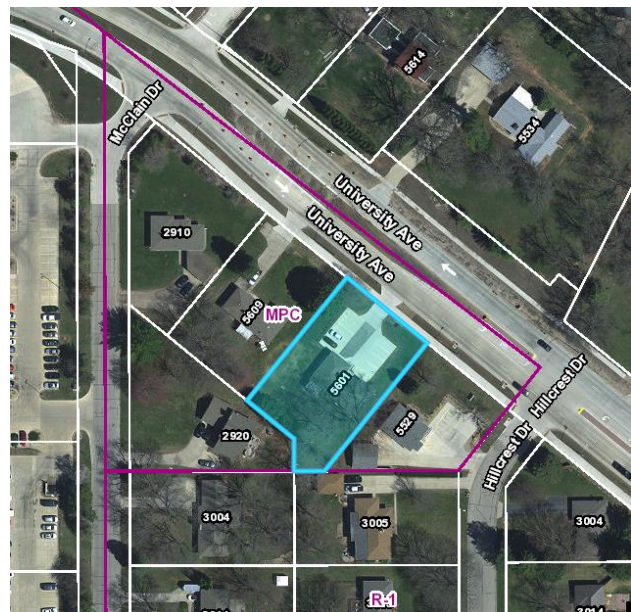
PROPOSAL

The new owners of 5601 University Avenue are proposing to build a 24' x 36' detached storage shed in the property's rear yard and modify the existing parking lot layout to accommodate a driveway to the proposed storage shed. The proposed modifications would serve the new business that is moving into 5601 University Avenue, Design Lab.

BACKGROUND

In February 2016 the single family home at 5601 University Avenue was rezoned to MPC, Major Thoroughfare Planned Commercial District in order for it to be converted to and operate as a beauty parlor. At this time, the property is one of five within this MPC district, see image to the right.

The MPC district encourages a mixture of residential, institutional, professional office and commercial oriented land uses. It further seeks to do so in a manner that will result in minimal negative impacts upon adjacent low density residential zoning districts or residential uses. As such, per City Code Sec. 26-182 (e), any significant changes to a



property located within the MPC district requires a site plan review by the Planning and Zoning Commission and City Council. The proposed 24' x 36' detached storage shed and the proposed modifications to the existing parking lot layout are considered significant changes.

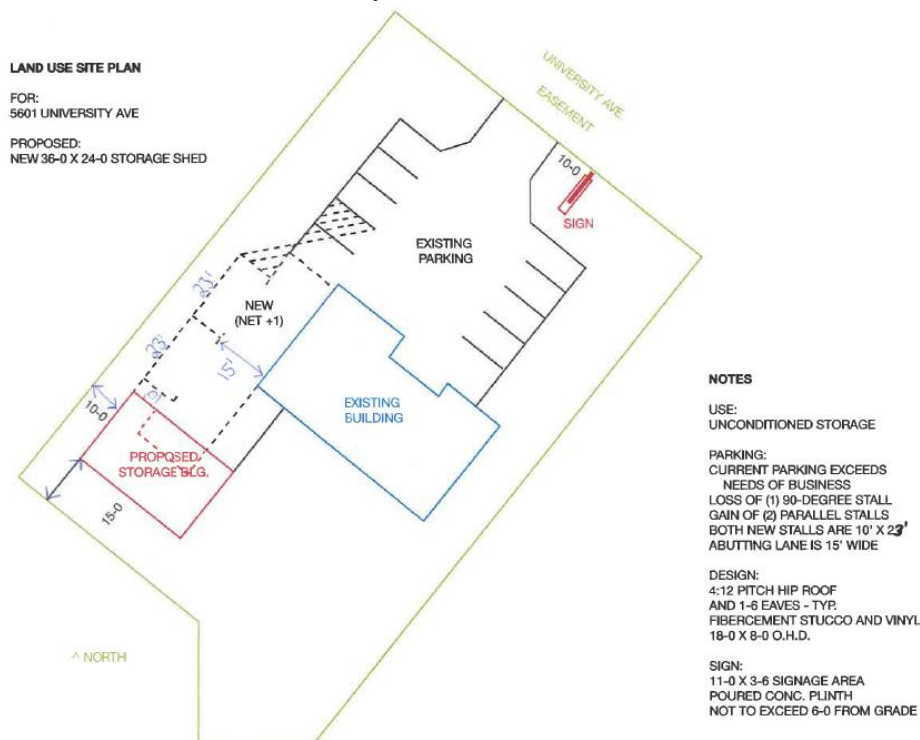
ANALYSIS

The MPC District is intended to facilitate transition from residential uses to light commercial uses. It was specifically adopted for the University Avenue corridor. One major consideration in this zoning district is to protect existing adjacent residential properties from potential negative impacts of commercial uses. Such protection measures can include building design considerations, screening, setbacks, and limitations on the use or direction of lighting and limitations on the use of exterior speaker systems. A major advantage to the MPC district is that a site plan is required at the time of rezoning as well as when any future significant changes to the site (such as redevelopment) are proposed.

The following is a review of the MPC ordinance requirements:

Permitted use: The MPC district is intended to permit the development of a mixture of residential, institutional, professional office and commercial oriented land uses. A professional office with a showroom, specializing in redesigning kitchens, fits within the principle permitted uses of this district. The proposed shed will be used for additional storage for inventory, displays, tools and other items servicing the new business. Although not permitted as a primary use, the proposed storage shed is a permitted accessory use. **Criterion met.**

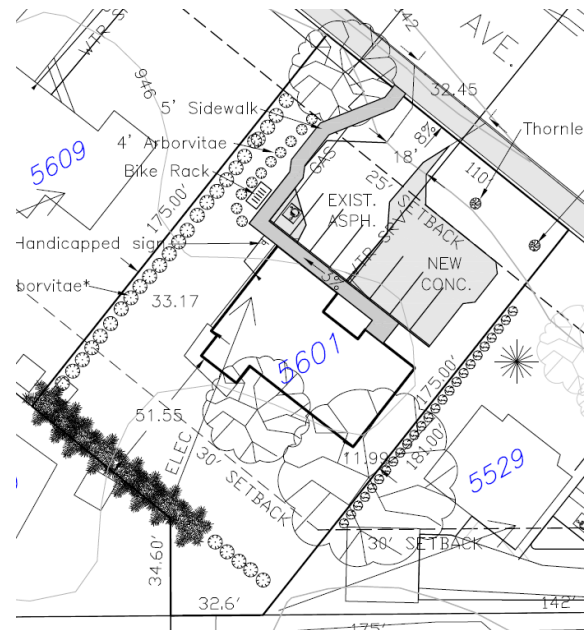
Building Setbacks: The 1,880 sqft footprint of the primary structure will remain the same. The proposed 24'x 36' (864 sqft) storage shed will be placed in the rear yard and needs to meet the setback requirements outlined in Section 26-126, Detached Accessory Structures. For this proposed detached structure, as it is larger than 600 sqft, a side yard and rear yard setback of at least 10' would be required. The submitted site plan shows a side yard setback of 10 feet and a rear yard setback of 15 feet. **Criterion met.**



Minimum lot width: **Not applicable** in this review as the property is already zoned MPC.

Open Space: The proposed structure will not be located within the required open space perimeter of the district. **Criterion met.**

Landscaping/Screening: **Not applicable** as the existing and originally approved landscaping for the site will remain. See the 2016 approved and existing landscaping plan to the right. Note that the arborvitae along the north-western property line was not installed as the neighboring property was rezoned to MPC and as such this screening was no longer required. The existing line of trees and shrubs along the back of the property will help to screen the neighboring properties to the south from the proposed storage shed.



Street tree planting: **Not applicable** as the existing and originally approved landscaping for the site will remain. See the 2016 approved and existing landscaping plan above.

Building design: Buildings within the MPC district are required to match its neighboring properties. In this case the existing residential building will remain with minor improvements to the exterior (new siding and roofing). The interior of the building has been modified to accommodate commercial uses. The proposed storage shed will have a similar roof pitch to the primary building, include clerestory windows to break up the walls, and will match the siding of the primary building. In addition, the front of the shed will have a walk-in door and a double-size overhead door that mimic the appearance of a residential garage. This approach allows the site to continue to blend in with the existing look of the residential neighborhood. **Criterion met.**

Parking requirements: Professional offices within the City of Cedar Falls require one parking space for every 300 square feet of gross floor area, but in no case less than five parking spaces. The primary structure has an approximate floor area of 1,880 sqft. Six parking spaces would be required for this use. The 15 foot wide driveway to the storage garage would remove two of the existing parking spots on site. However, the applicant is proposing to add two new 10' x 23' parallel parking spots next to the storage shed entrance along the driveway. The minimum length for a parallel parking space is 23' and a minimum aisle width of 12' is required for safe access to them (Sec. 26-220, Table 1). With the addition of these two parallel spaces the proposed plan would maintain nine parking spaces onsite. **Criterion met.**

Building height: A primary structure in the MPC district can be a maximum of 30 feet high. The existing house is a single story structure well under the 30 foot maximum height. A detached accessory residential structure can have a maximum height of 18 feet (Sec. 26-126 (5)(a)). The proposed storage structure stands at a height of 18

feet. The height of the proposed shed is consistent with the residential character of the area. **Criterion met.**

Signage: The applicant is proposing one 11' x 3'6" lighted cabinet, freestanding sign with a cement base. The sign will not exceed six feet from grade. The sign will be located at the entrance of the business on private property, see attached site plan. The MPC district allows each property one monument sign no taller than six feet in height and no larger than 40 square feet in area. **Criterion met.**

Lighting: In the MPC district, it is required that any lighting used to illustrate any sign, parking area, or any portion of the premises shall be situated in such a manner that the light is reflected from adjoining residential premises. Aside from the freestanding sign, no other lighting was or is currently being proposed for this site. The proposed lighted cabinet, freestanding sign is perpendicular with University Avenue. Both properties neighboring 5601 University Avenue, to the east and west, are commercial properties. **Criterion met.**

TECHNICAL COMMENTS

All technical comments have been addressed.

STAFF RECOMMENDATION

The Planning and Zoning Commission and the Community Development Department recommend approval of the amended site plan for 5601 University Avenue.

PLANNING & ZONING COMMISSION

Discussion/Vote
5/8/2019

Planner Lehmann introduced the proposed site plan amendment at 5601 University Avenue. Mr. Leeper asked if the storage shed will be used for the new business. Ms. Lehmann clarified that it will.

Ms. Saul made a motion to approve. Ms. Adkins seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Holst, Leeper, Prideaux, Saul and Wingert), and 0 nays and 1 abstention (Larson).

Attachments:

- Letter of intent
- Site Plan
- Image representation of proposed storage shed

April 22, 2019

City of Cedar Falls
Planning and Community Services
220 Clay Street
Cedar Falls, Iowa 50613

SUBJECT: Site Plan Approval for 5601 University Avenue

To Whom It May Concern:

Last December I purchased a vacated commercial property, previously converted from a single-family home, at 5601 University Avenue. It was at that point, my husband and I decided to add another aspect to what we have been doing for years in homebuilding. Until now, our passion for modern design was exclusive to new construction. Design Lab will open this opportunity to everyone in the Cedar Valley, in addition to, creating two new full-time jobs!

This new business will hold open store hours later this year, but we are taking appointments now! We offer full-service kitchen design supported by Dura Supreme, Wolf Home Products and several local cabinetmakers. In addition we provide extensive options for countertops, flooring, millwork and hardware. Some of these brands include Silestone, Cambria, Dekton, Wilsonart, Shaw and Mohawk flooring, American Olean tile, Top Knobs and much more!

Design Lab is quietly up and running in our new space. This was after a number of superficial interior improvements were made to the showroom and office area earlier in the year. Though most of the products we sell will be shipped directly to job-sites and clients' homes, we need additional storage for inventory, displays, tools and other items. It is our intent to construct an 840 square foot building at the southwest corner of the property to satisfy these needs.

The new building will maintain the 4:12 roof pitch and 1'6" overhangs of the main building (formerly a house). With 9' high walls on slab construction, the roofline elevation should be similar as well. The required setback for a building of this nature is 10', which we intend to keep to at the westerly boundary. As illustrated on our site plan, we chose to place the back of the building at 15' in an effort to save a long row of 30' tall arborvitaes. This preserves an attractive, natural buffer.

Though the current parking lot considerably exceeds any demand by our business, we forfeit one stall in order to gain clear access to a lane connecting the parking lot and the new building. To ensure we do not lose any parking, we added two oversized parallel spaces abutting the lane. It is our expectation that these new stalls may be used by staff, if at all.

The front of the building will have a walk-in door, in addition to a double-size overhead door (a common size found on an ordinary garage), for loading and receiving. Both side walls will feature clerestory windows to break up the appearance. We currently have an active building permit in place on the existing building for complete replacement of roofing, soffit, fascia, gutters and siding. The windows are being refinished in black to match the new eaves. This stylish, dark theme extends to selections for other premium materials to be used on the walls. These surfaces will be comprised of an attractive combination of stucco, cumaru shiplap and architectural steel panels. The proposed building will share the same materials and treatments (represented by the rendering enclosed).

Thank you for your help in getting these improvements under way. Please let me know if you have any questions!

Respectfully,



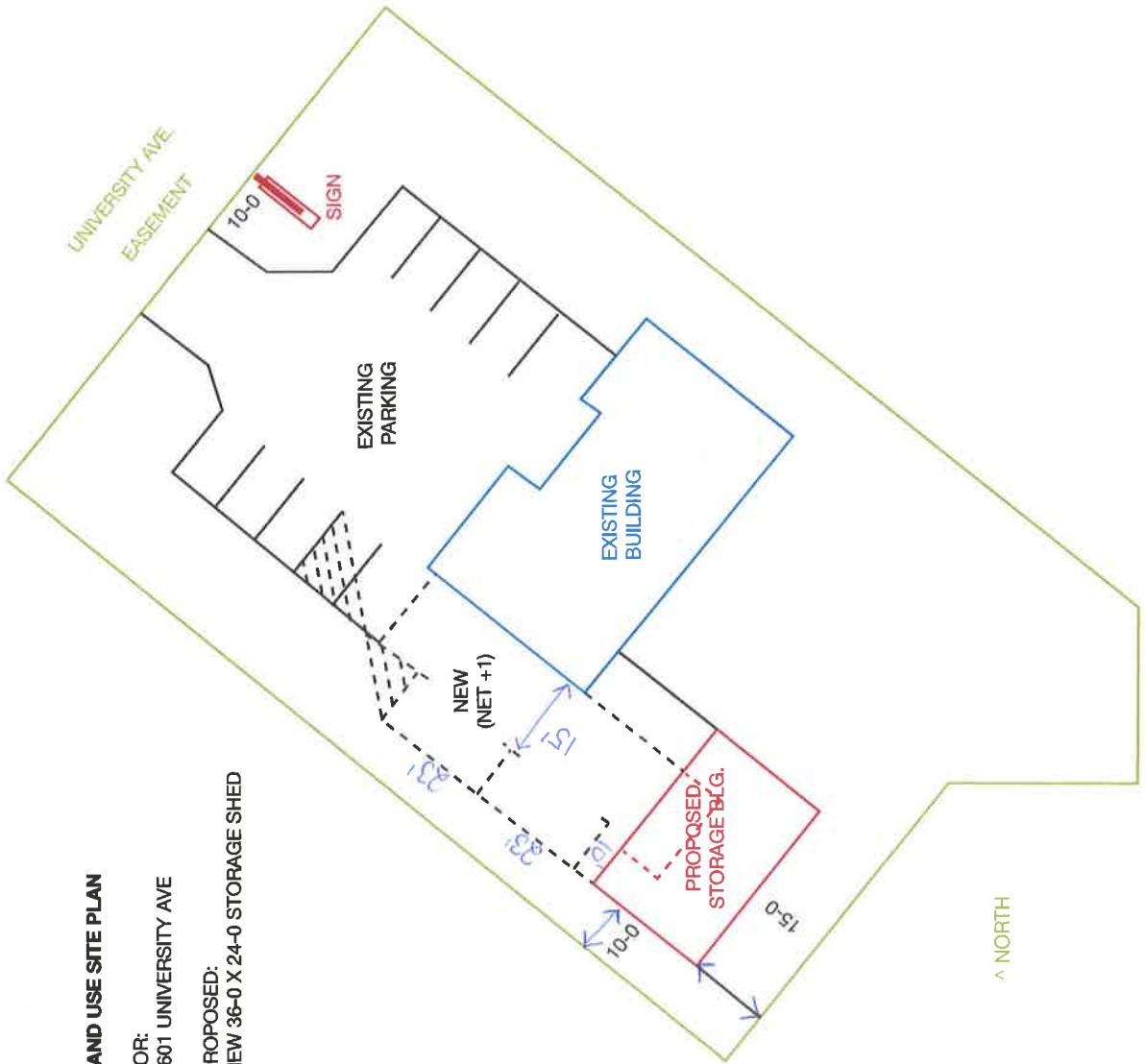
Lori Larson
Owner

LL:kl
Encl. (2)

LAND USE SITE PLAN

FOR:
5601 UNIVERSITY AVE

PROPOSED:
NEW 36-0 X 24-0 STORAGE SHED



NOTES

USE:
UNCONDITIONED STORAGE

PARKING:
CURRENT PARKING EXCEEDS
NEEDS OF BUSINESS
LOSS OF (1) 90-DEGREE STALL
GAIN OF (2) PARALLEL STALLS
BOTH NEW STALLS ARE 10' X 23'
ABUTTING LANE IS 15' WIDE

DESIGN:
4:12 PITCH HIP ROOF
AND 1-6 EAVES - TYP.
FIBREMENT STUCCO AND VINYL
18-0 X 8-0 O.H.D.

SIGN:
11-0 X 3-6 SIGNAGE AREA
POURED CONC. PLINTH
NOT TO EXCEED 6-0 FROM GRADE

design lab

Proposed detached storage building to match improvements of main building. Includes clerestory windows, service door and overhead door for loading and receiving.





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: Planning & Zoning Commission
FROM: David Sturch, Planner III
DATE: May 14, 2019
SUBJECT: PO-1 Site Plan Review - New Dental Office

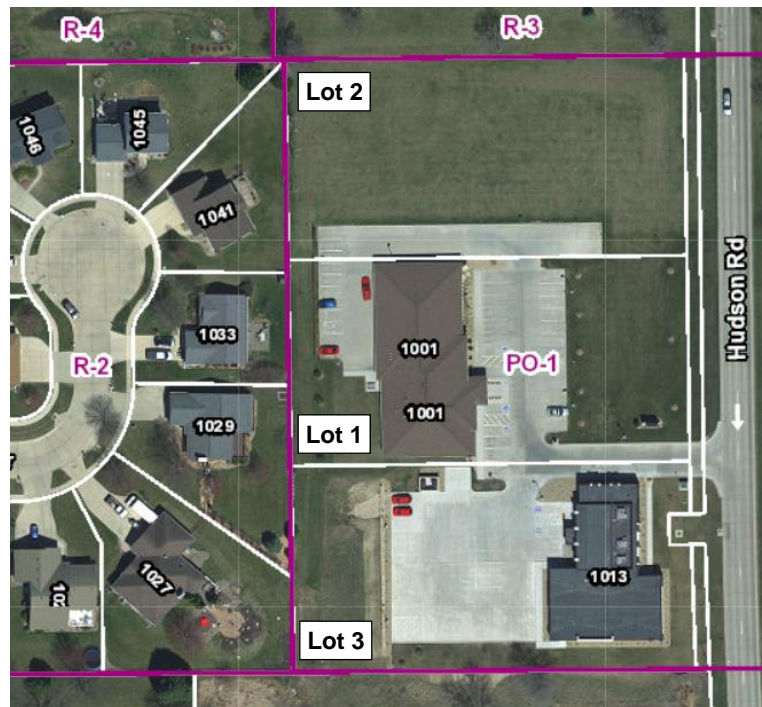
REQUEST: PO-1 Site plan review and approval for a new medical office
Case #SP19-008
PETITIONER: Fehr Graham and Levi Architecture
LOCATION: Lot 2 Schofield Stevenson Office Park

PROPOSAL

The petitioner submitted a site plan for a new 4,500 ft² dental office building on Lot 2 of the Schofield Stevenson Office Park in the 1000 block of Hudson Road. The property is located in the PO-1, professional office zoning district that requires site plan and building design review by the Planning and Zoning Commission and City Council.

BACKGROUND

This three (3) acre property was purchased by the City in 1997 with the idea that the site would be used for a future fire station. The city decided to vacate the idea for a fire station and entertained bids to develop this property for private use. The property was sold and rezoned from A-1, agricultural to PO-1, professional office in the spring/summer of 2012. As part of the PO-1 rezoning process, a conceptual development site plan (attached) was submitted and approved by the P&Z Commission and City Council. The site plan included three separate



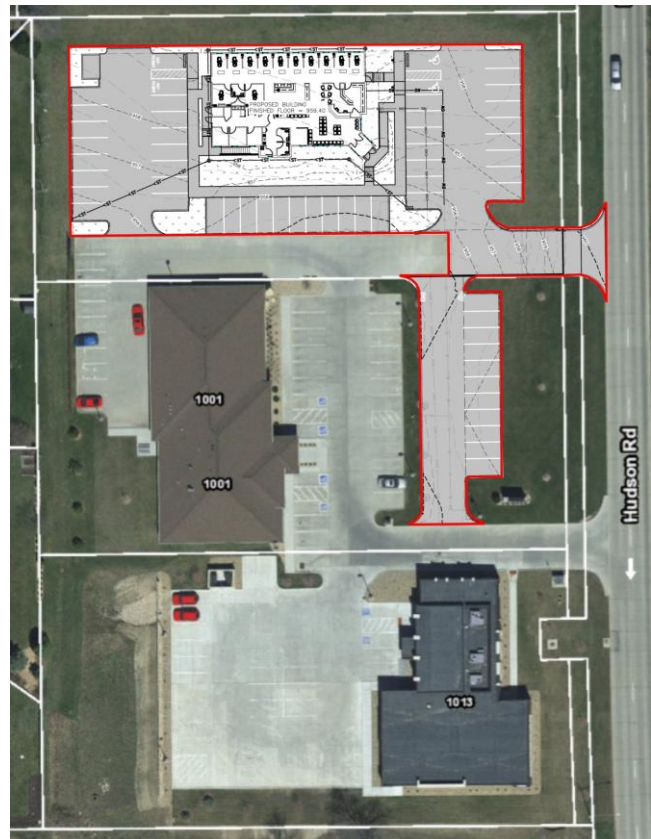
lots for office development. This property was platted as the Schofield Stevenson Office Park and approved in October 2012. Following the plat approval, Dr. Schofield submitted a plan that was approved in August of 2013 for his new chiropractic clinic on Lot 1. A site plan for the southern lot (Lot 3) was reviewed and approved by the Planning and Zoning Commission and City Council in the summer of 2016. This staff report represents the analysis of the northern lot (Lot 2) for Dr. Stevenson's dental office.

The development layout to the right shows the proposed building and paving on the north lot. The dental office is located in the middle of the lot with parking in front and behind the building. A new driveway curb cut will provide a secondary access for all three lots onto Hudson Road. Also, a parking lot and aisle between the north lot and the south lot with additional parking is included with this development, which was part of the original plan.

The original concept plan only showed one driveway location onto Hudson Road. Also, the Deed of Dedication of the The Schofield Stevenson Office Park subdivision identified one access location into this development. City staff reviewed this request for a second driveway onto Hudson Road and offers the following observations:

1. The second driveway will provide better access to the site for emergency vehicles.
2. In case of an emergency on the southern lot, the single driveway may be blocked for vehicles to enter/exit the site.
3. The current driveway is congested at times.
4. The proposed secondary driveway provides ample spacing from the current driveway and other nearby street intersections.
5. Both driveways will be a right in and right out access with no median cut on Hudson Road.
6. The Schofield Stevenson Office Park Deed of Dedication must be amended and signed by all the owners in the development.

The items listed above provide a supporting case for a second driveway onto Hudson Road. Also, the three property owners signed an amended Deed of Dedication for said secondary access. Staff recommends approval of the second access onto Hudson Road from Lot 2 of the Schofield Stevenson Officer Park plat. Finally, the parking lot and aisle between the north and south lot will provide additional circulation and parking for the entire development.



ANALYSIS

This property is located in the PO-1, Professional Office District which is intended to provide for the establishment of planned business, office and medical buildings or facilities. A detailed site plan review is required to ensure that the development site satisfies a number of standards. Details such as building design and location, parking, landscaping, open space, signage, dumpster location, pedestrian access and other similar criteria are reviewed to ensure orderly and quality development in the Professional Office District.

Following is a review of the zoning ordinance requirements:

- 1) Use: This site plan proposes a 4,558 ft² dental office in the PO-1, Professional Office District. This use is permitted in the PO-1 District and is compatible with the existing and proposed use in the subdivision. **Use is allowed under the zoning district and the existing land use plan.**
- 2) Building Location: This district includes a 20-foot setback around the development site. The 20-foot setback is for buildings and parking lots. The following table summarizes the building and parking lot setbacks.

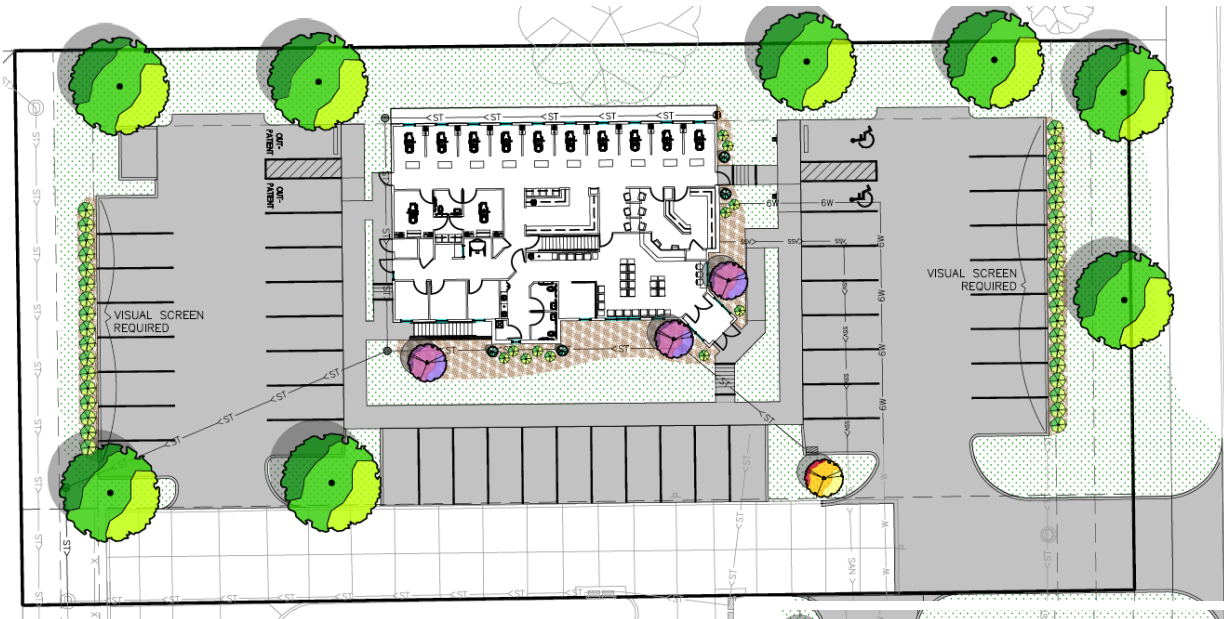
Yard Area	Required Setbacks	Building Setback	Parking Lot Setback
East (front)	20'	102'	20'
North (side)	20'	20'	20'
West (back)	20'	97'	20'
South (side)	0'	64'	25'

There are no setbacks along the interior lot line. **Building and parking lot setbacks are satisfied.**

- 3) Parking: The parking requirement for a dental office is five parking stalls plus one stall for every 200 square feet of gross floor area over 1,000 square feet. The proposed building is 4,558 ft² in area requiring a minimum of 23 parking stalls. The proposed site plan offers 46 total parking stalls including 2 handicap accessible spaces. The proposed clinic will have multiple dentists working at the same time. With the clients being served and waiting, along with the staff, the 43 parking stalls are more realistic for this development. **Parking requirements are satisfied.**
- 4) Open Green Space/Landscaping: The PO-1, Professional Office District requires a minimum required landscape area of not less than 10% of the total development site, excluding the perimeter setback area. Again, the setback area is intended for open space and landscaping. The development site is just under one acre or 41,770 ft². The perimeter setback area equals 10,764 ft². The open space is calculated by deducting the lot area from the perimeter setback or 31,006 ft² (41,770 - 10,764 = 31,006). 10% of 31,006 equals 3,100 ft² of open space. Excluding the perimeter setback, the property has 4,340 ft² of open space. **Open space satisfied.**

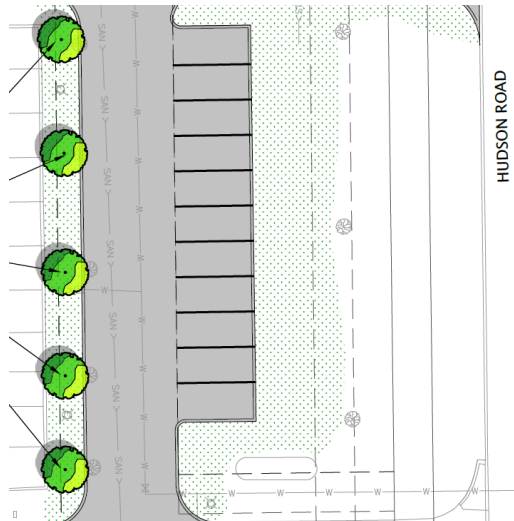
The landscaping provision has three different components that include development site plantings, parking lot trees, and street trees. The development site standards require 0.02 points per square foot of lot area. These plantings must be distributed throughout the site and parking lot instead of being confined to one area. The parking lot plantings require one overstory tree for every 15 parking stalls. Finally, street trees must be planted at the rate of 0.75 points per linear foot of street frontage. The following table summarizes the landscaping points for this site.

Landscaping		
Type	Required (pts.)	Provided (pts.)
Development site	836	885
Street Trees	108	160
Parking trees	4	4



The landscape plan depicts a number of bushes and shrubs around the building and along the front and back of the parking lot. These parking lot plantings serve and a visual screen from Hudson Road and the adjacent residential properties. **Landscaping plan satisfied.**

A new parking lot aisle and stalls will be installed through the middle of the development. There are existing trees across the front of the existing parking lot. These five trees will be replaced or relocated as part of the construction of the new parking lot aisle and stalls. Staff recommends moving two of these trees to the front of the new parking lot and alternate the spacing with the existing street trees.



- 5) **Building Design:** The PO-1 District requires a design review of various elements to ensure compatibility with surrounding buildings and compliance with building standards. The review items are noted below with a brief narrative of each item.



- a) **Proportion:** *The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

The plan for the Schofield Stevenson Office Park includes three office buildings dedicated to a chiropractor, dentist and orthodontist. The existing Schofield Chiropractor is located on Lot 1 (middle lot) and the Holahan and Boe Orthodontist is on Lot 3 (south lot). The remaining lot is reserved for a future dental office for Dr. Stevenson. These buildings are single story structures of similar size. The design of the proposed All Smiles Dental Clinic building includes an assortment of windows and transoms on the front and side of the building. The entry includes full length windows on three sides of the vestibule. These features are found on the existing chiropractic and orthodontic buildings in the development.

- b) **Roof shape, pitch, and direction:** *The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The proposed dental office building has a hip roof with off-set peaks and valleys that is similar to the chiropractic building on Lot 1. The proposed roof is topped with asphalt shingles. The southernmost building is constructed with a flat roof that has alternating wall treatments extending above the roof line which enhances the development.

- c) **Pattern:** *Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

Overall the design of the dental office includes a series of materials and textures along with the window placement on all sides of the building. Vertical glass panels extend

from the ground to the top of the entry. Window treatments along the front and south side of the building include transoms and sun shades. Other elements including extended facades and corner features are utilized with an assortment of materials that complement the design of the existing buildings in the development.

- d) **Materials and texture:** *The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The general design of the building includes a combination of brick, cultured stone, metal, composite vertical siding, composite board/batten panels and aluminum clad casement windows. The cultured stone treatment is found on all sides of the building. The stone extends halfway up the facade on the front and south side of the building and ¼ of the back facade. Brick materials are introduced on these two facade designs separated by a precast sill band. The upper portions of the front, south and back include a composite vertical siding and the north side is covered with a composite board and batten panel. The proposed building has similar materials and patterns as the chiropractic building on Lot 1.

- e) **Color:** *The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The proposed building provides a good color contrast with an assortment of materials including dark gray brick, white/gray stone materials, light gray vertical siding and dark gray composite board and batten panels. Other color combinations of the neighboring buildings include dark brown, tan and reddish brown accents on the chiropractic building and darker grays on the orthodontic building.

- f) **Architectural features:** *Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

The design provides an attractive building for the proposed dental office and is compatible with the existing building in the development. The use of metal sunscreens and stone columns to delineate the front entry along with brick, glass and wood composite panels replicates the exterior finish materials that are placed proportionately on the building and used on the neighboring buildings. **Overall, the design of the building fits the intent of this PO-1 District.**

- 6) **Trash Dumpster Site:** The site plan shows a dumpster near the northwest corner of the parking lot. The dumpster enclosure includes a 8'-0" brick wall with a metal gate. These materials on the enclosure will match the color of the materials on the building. **Garbage enclosure plan satisfied.**

- 7) Signage: The signage for this building is included on the existing freestanding monument sign at the south entrance to this site. This monument sign will be utilized for the three lots in this development. No additional freestanding signs are permitted in this development. Wall signs are noted on the elevation drawings off the front and south side of the building. Wall signs shall not exceed 10% of the surface area of the wall and no more than two wall surfaces may be used for signage. **Signage requirements are generally met and will be reviewed in detail at time of sign permit issuance.**
- 8) Storm water management: A storm water detention area located at the southwest corner of the three lot development. The storm water around the building and parking lots will be captured in the existing catch basins and transferred through existing storm sewers to the aforementioned detention basin. **A Storm water management and routing plan was submitted by the applicant that demonstrates an acceptable management plan that satisfies the storm water requirements.**
- 9) Pedestrian Access: The original development plan included the installation of a recreational trail/sidewalk across all three lots of this development. The City is planning a 5-foot wide sidewalk along the west side of Hudson Road from W. 8th Street to W. 12th Street in the summer of 2019. The petitioner's engineer evaluated a sidewalk connection to the main entry of the building. Due to the topography of the site and design of the parking lots to match the existing driveway, a sidewalk from the building to the public sidewalk along Hudson Road is not feasible to due slope and grade to the public right of way. There is a pedestrian access along the south driveway and users can access this sidewalk once the Hudson Road sidewalk is installed this summer. **Pedestrian plan satisfied.**
- 10) Easements: Additional easements between Lots 1 and 2 are necessary to provide access through each property and utility services.
 - 1) The existing driveway along the south side of Lot 2 provides access to the parking area behind the building on Lot 1. A cross access easement has been provided and signed by both property owners.
 - 2) Water and sanitary services will cross Lot 1 and connect into the proposed building on Lot 2. An easement agreement has been provided and signed by both property owners.

TECHNICAL COMMENTS:

All basic utility services are available to the property from Hudson Road. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review.

The property owner of the middle lot grants access to the owner of the north lot for driveway, parking, water and sanitary service. The owner of the north lot granted access to the owner of the middle lot for parking behind the building. Civil plans for the proposed dental office building and parking lot have been submitted to review the storm water flow to the adjacent detention basin.

A notice of the City Council meeting was mailed to the adjacent property owners on May 15, 2019.

PLANNING & ZONING COMMISSION

Discussion/Vote 5/8/2019 The Commission then considered a site plan review for the All Smiles Dental Clinic. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that this is a PO-1 District site plan review in the 1000 block of Hudson Road. He stated that this is the last lot in development in the Schofield Stevenson plat. He displayed the original site plan and the revised/proposed site plan and explained that a secondary driveway was needed for better access and reduction of congestion. He discussed the site plan elements, including building and parking lot setbacks and parking stalls, as well as public sidewalk and dumpster location. Mr. Sturch displayed the landscaping plan, noting that all requirements are met. He also noted that the storm water management plan and building design requirements are met as well. Staff recommends approval of the plan.

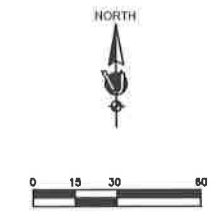
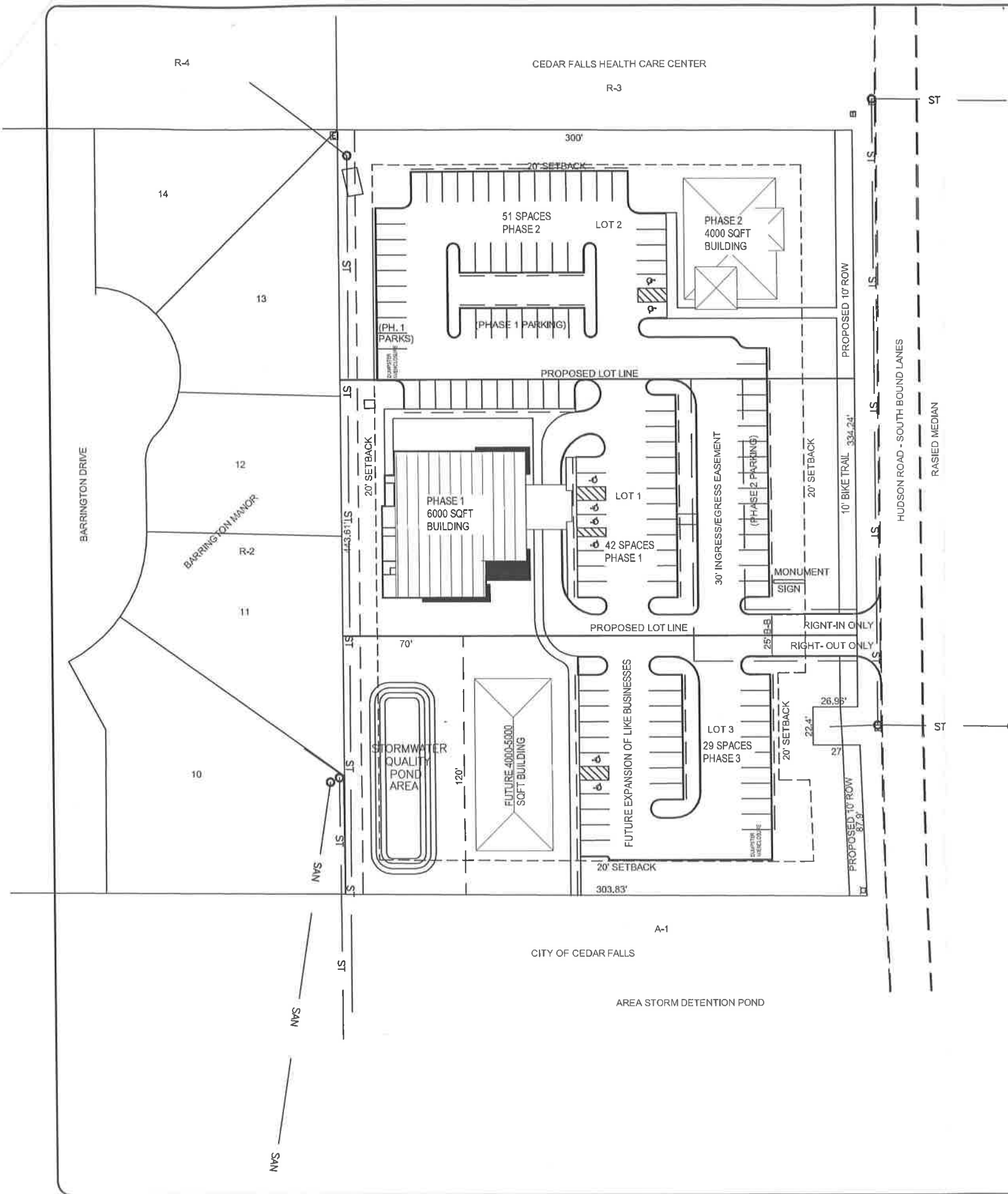
The Planning and Zoning Commission recommended approval of the All Smiles PO-1 district site plan.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the dental office building on Lot 2 of the Schofield Stevenson Office Park subject to the following conditions:

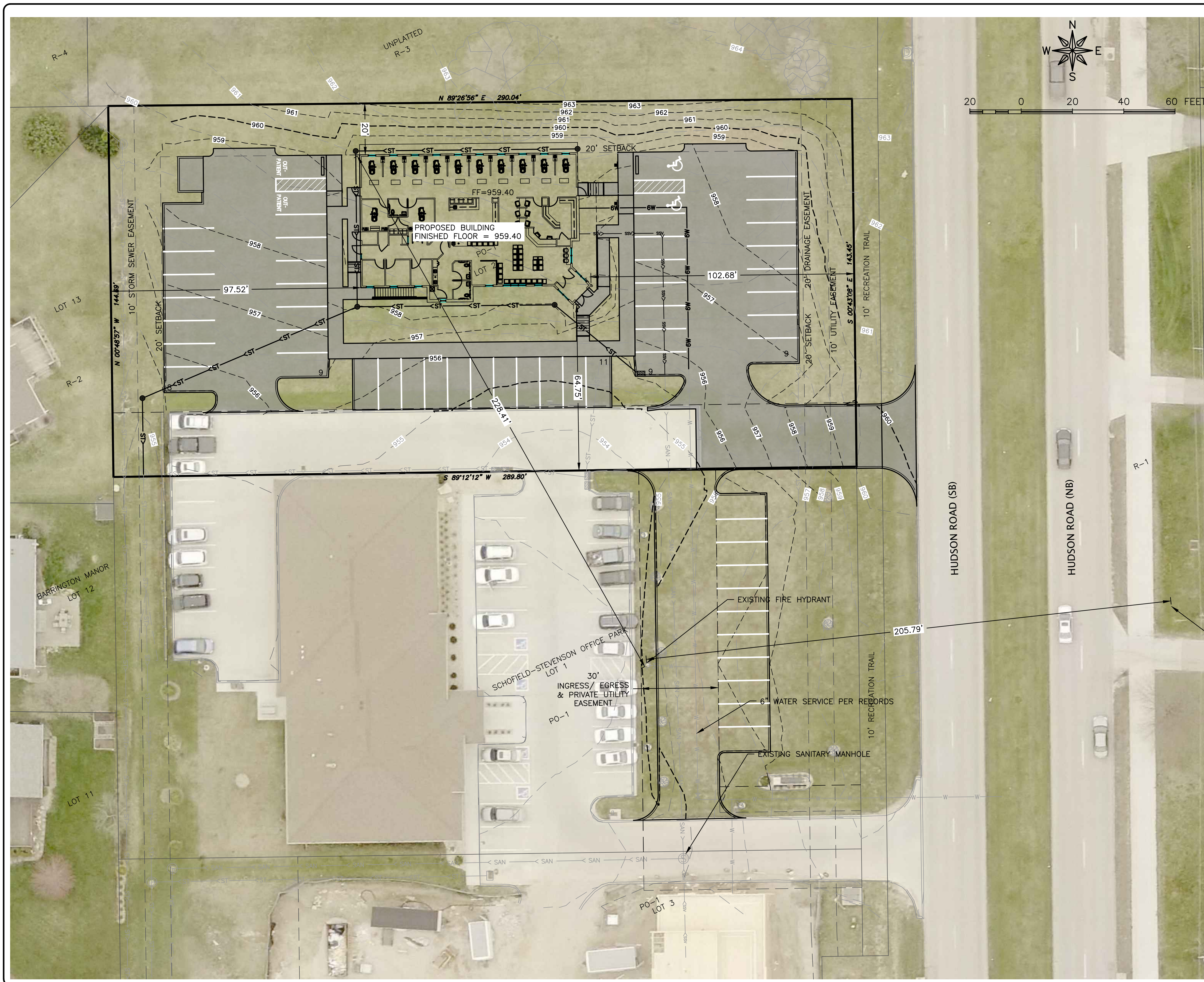
- 1) Conformance with the technical comments identified in the staff report.
- 2) Record ingress/egress easement for revised driveway plan.

Attachments: Location Map
Original Site Plan
Site Plan
Architectural Renderings
Landscaping Plan
Dumpster Enclosure Plan



DEVELOPMENT NOTES

EXISTING ZONING: A-1, AGRICULTURAL
PROPOSED ZONING: PO-1, PROFESSIONAL OFFICE DISTRICT
PROJECT AREA = 3.05 AC.
PROPERTY WILL BE PLATTED INTO THREE LOTS
PARKING LOT/DRIVES WILL HAVE INGRESS AND EGRESS USE EASEMENT
COMMON STORMWATER QUALITY AREA IN SOUTHWEST CORNER
ONE COMMON DRIVE FROM HUDSON ROAD WITH RIGHT-IN AND RIGHT-OUT ONLY
CONSTRUCTION PHASING:
PHASE 1 = LOT 1 IMPROVEMENTS AND ADJACENT RECREATION TRAIL, EXCEPT AS NOTED.
PHASE 2 = LOT 2 IMPROVEMENTS AND ADJACENT RECREATION TRAIL, EXCEPT AS NOTED.
PHASE 3 = LOT 3 IMPROVEMENTS AND ADJACENT RECREATION TRAIL
OWNER: SCHOFIELD-STEVENSON, L.L.C.
CEDAR FALLS, IOWA



**SITE DEVELOPMENT PLAN
ALL-SMILES DENTAL CLINIC**

SITE ADDRESS: ##### HUDSON ROAD, CEDAR FALLS, IA 50613
 LEGAL DESCRIPTION: SCHOFIELD-STEVENSON OFFICE PARK, LOT 2
 OWNER
 ASFD, LLC.
 1421 W 1ST STREET, SUITE B
 CEDAR FALLS, IA 50613
 OWNER REPRESENTATIVE / GENERAL CONTRACTOR
 JASON HUFF
 HUFF CONTRACTING
 1310 GRANDVIEW AVENUE
 WATERLOO, IA 50703
 ARCHITECT
 LEVI ARCHITECTURE
 1009 TECHNOLOGY PARKWAY
 CEDAR FALLS, IA 50613
 ZONING: PO-1
 LOT INFORMATION
 LOT SIZE: 41,770 S.F. / 0.96 ACRE
 SETBACK REQUIREMENTS
 FRONT: 20'
 REAR: 20'
 SIDE: 20'
 BUILDING AND LOT USE
 PROPOSED (TOTAL LOT)
 BUILDING FOOTPRINT: 4,558 S.F. (10.9%)
 TOTAL PAVEMENT & SIDEWALKS: 23,053 S.F. (55.2%)
 TOTAL VEGETATED SURFACE: 27,611 S.F. (33.9%)
 PROPOSED (EXCLUDES SETBACK)
 LOT AREA LESS SETBACK: 31,006 S.F.
 BUILDING FOOTPRINT: 4,558 S.F. (14.7%)
 TOTAL PAVEMENT & SIDEWALKS: 22,108 S.F. (71.3%)
 TOTAL VEGETATED SURFACE: 4,340 S.F. (14.0%)
 EXISTING
 BUILDING FOOTPRINT: N/A
 TOTAL PAVEMENT & SIDEWALKS: 5,098 S.F. (12.2%)
 TOTAL VEGETATED SURFACE: 36,672 S.F. (87.8%)
 PARKING DATA (PROPOSED)
 TOTAL REQUIRED PARKING:
 MEDICAL OR DENTAL CLINICS: FIVE PARKING SPACES,
 PLUS ONE ADDITIONAL PARKING SPACE FOR
 EACH 200 SQUARE FEET OF GROSS FLOOR
 AREA OVER 1,000 SQUARE FEET.
 6796 SF FLOOR SPACE = 34 STALLS
 TOTAL PROVIDED PARKING: 46 PARKING STALLS
 FLOOD PLAIN - N/A

BM1

DATUM INFORMATION	
VERTICAL CONTROL:	NAVD88
HORIZONTAL CONTROL:	NAD83 IOWA STATE PLANE NORTH
BENCHMARK INFORMATION	
BM1 = BM DESCRIPTION (CPx)	N-xxx.xx, E-xxx.xx, ELEV-xxx.xx
BM2 = BM DESCRIPTION (CPx)	N-xxx.xx, E-xxx.xx, ELEV-xxx.xx

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
ASFD, LLC.
1421 W 1ST STREET, SUITE B
CEDAR FALLS, IA 50613

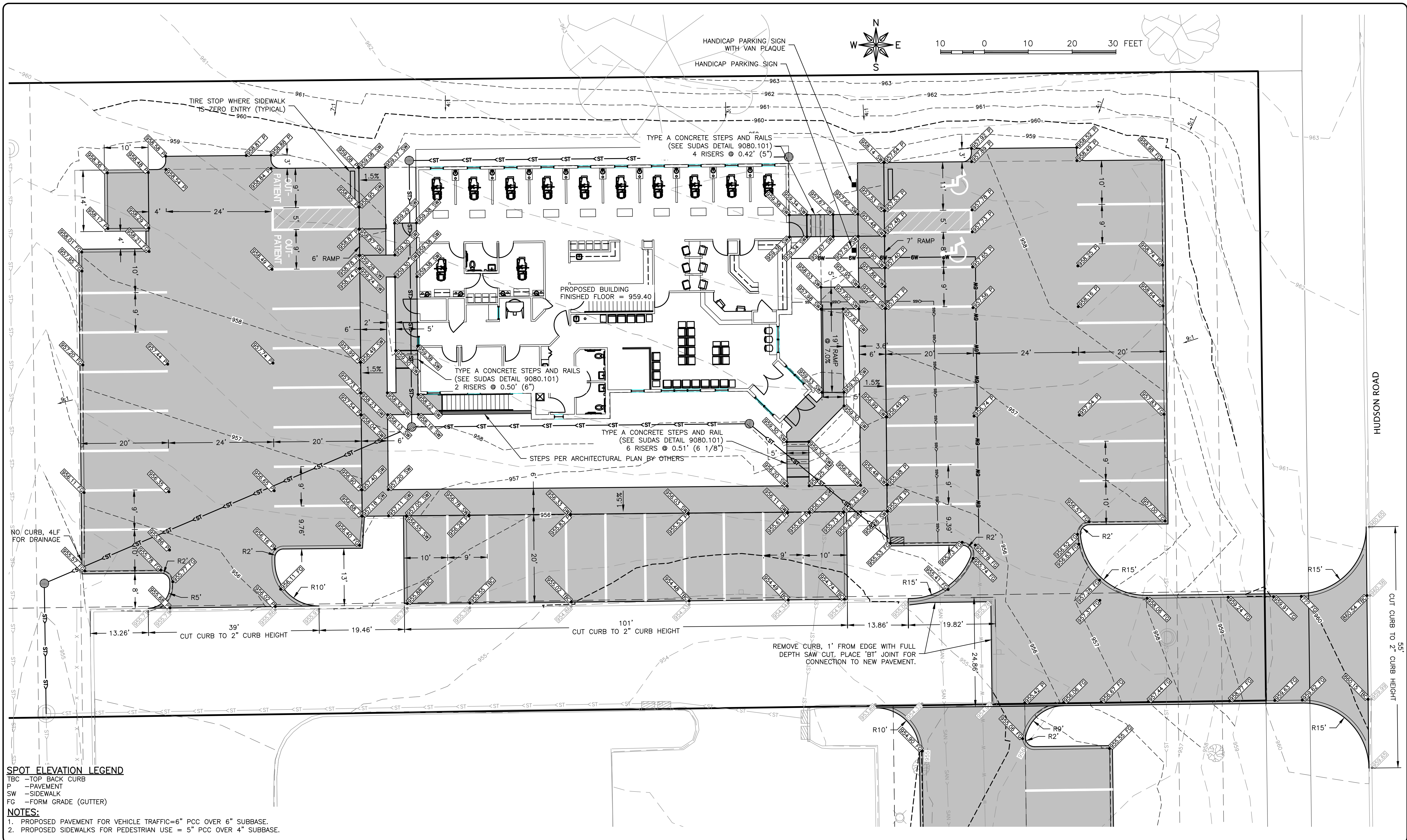
PROJECT AND LOCATION:
ALL-SMILES DENTAL CLINIC
CEDAR FALLS, IOWA

DRAWN BY: AJB
APPROVED BY: NPK
DATE: 4/22/2019
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
SITE DEVELOPMENT PLAN
SET TYPE: SUBMITTAL3

JOB NUMBER:
18-665
SHEET NUMBER:
C0.3



SPOT ELEVATION LEGEND

- TBC -TOP BACK CURB
- P -PAVEMENT
- SW -SIDEWALK
- FG -FORM GRADE (GUTTER)

NOTES:

1. PROPOSED PAVEMENT FOR VEHICLE TRAFFIC=6" PCC OVER 6" SUBBASE.
2. PROPOSED SIDEWALKS FOR PEDESTRIAN USE = 5" PCC OVER 4" SUBBASE.

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
ASFD, LLC.
1421 W 1ST STREET, SUITE B
CEDAR FALLS, IA 50613

PROJECT AND LOCATION:
ALL-SMILES DENTAL CLINIC
CEDAR FALLS, IOWA

DRAWN BY: AJB
APPROVED BY: NPK
DATE: 4/22/2019
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
PAVING PLAN - LOT 2

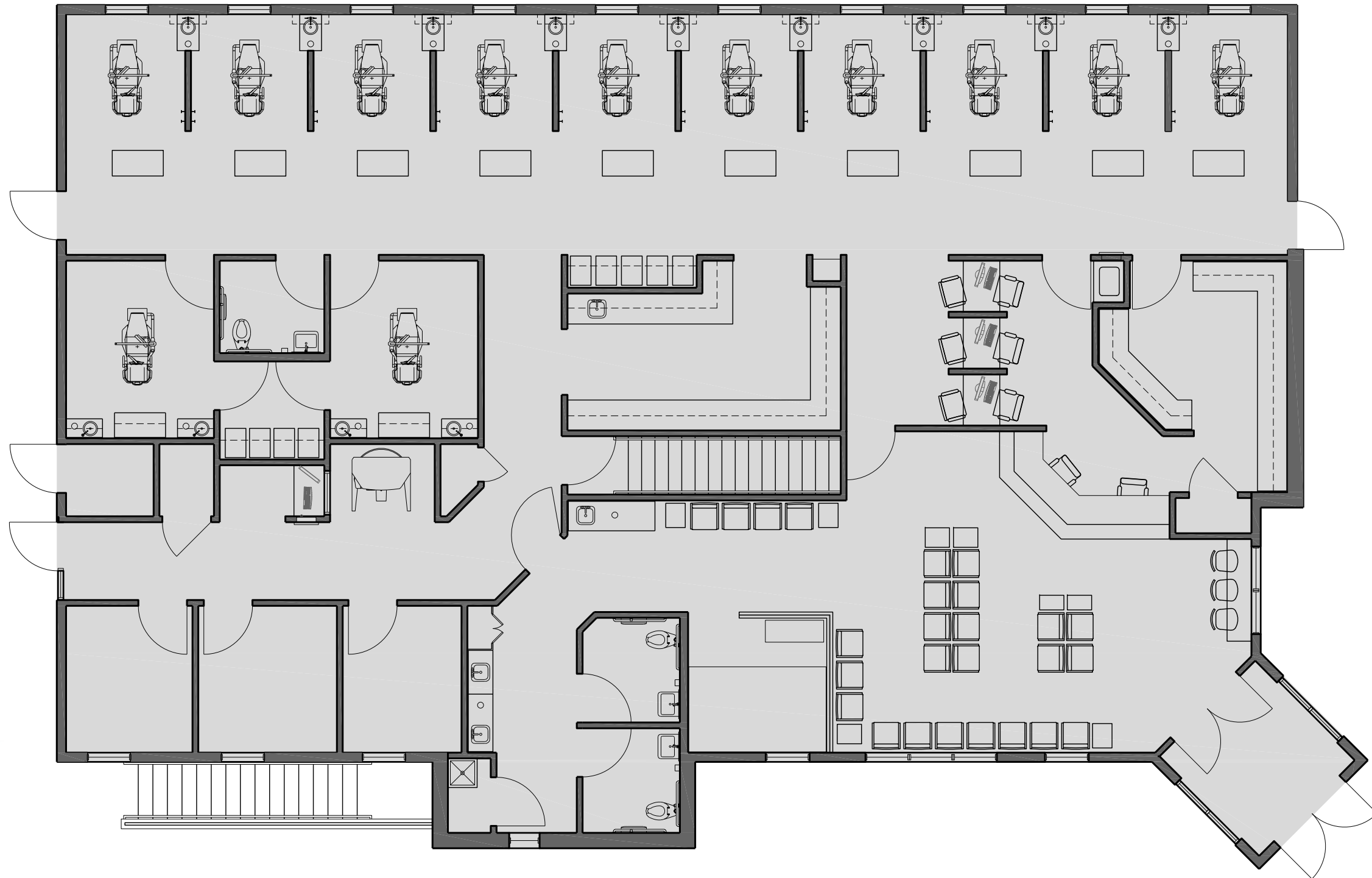
SET TYPE: SUBMITTAL3

JOB NUMBER:
18-665

SHEET NUMBER:
C2.1

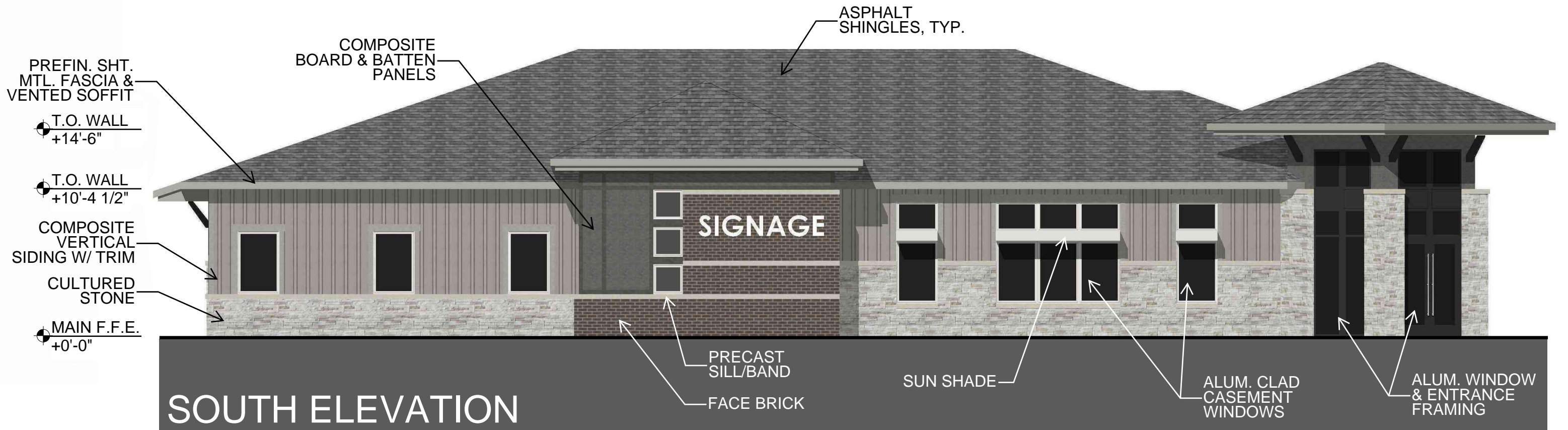
New Medical Office

Hudson Road | Cedar Falls



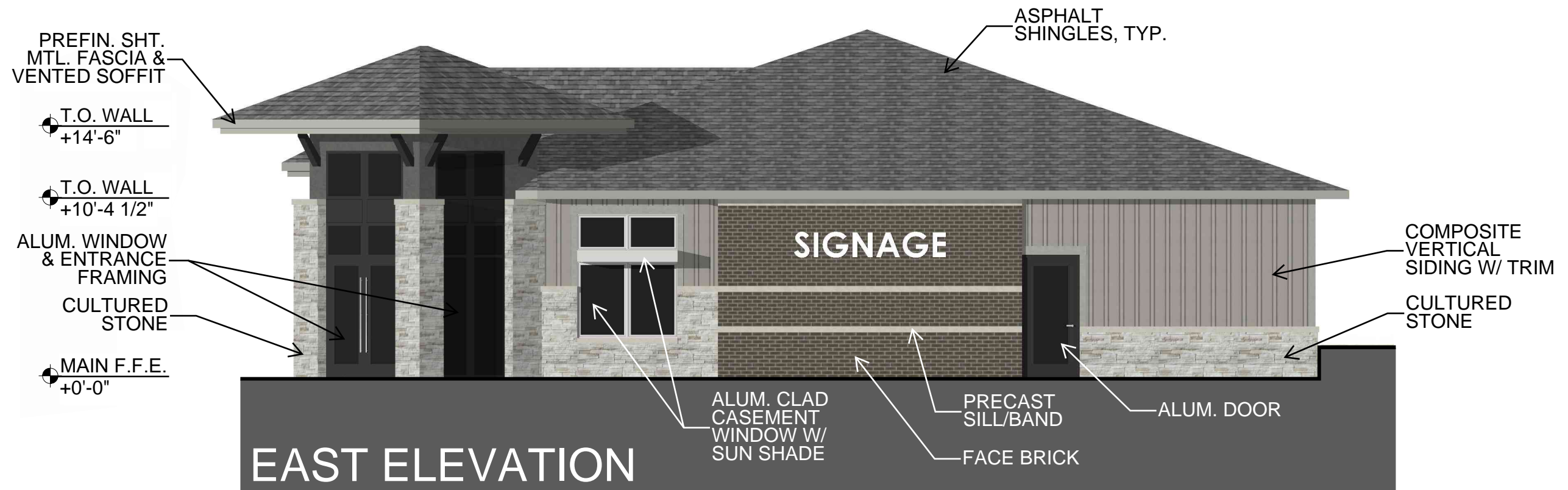
New Medical Office

Hudson Road | Cedar Falls



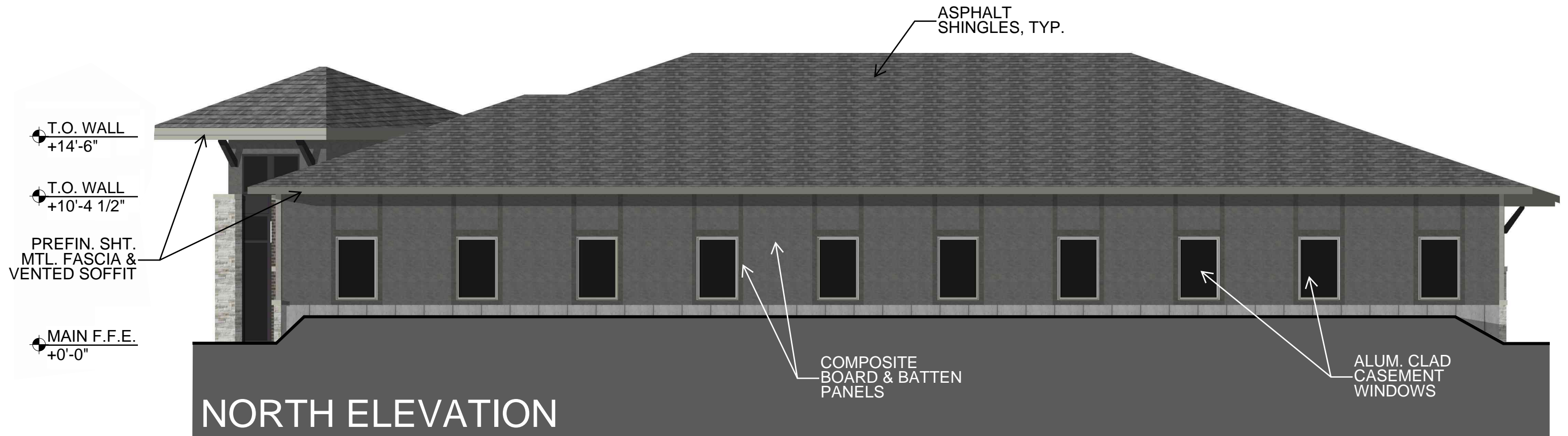
New Medical Office

Hudson Road | Cedar Falls



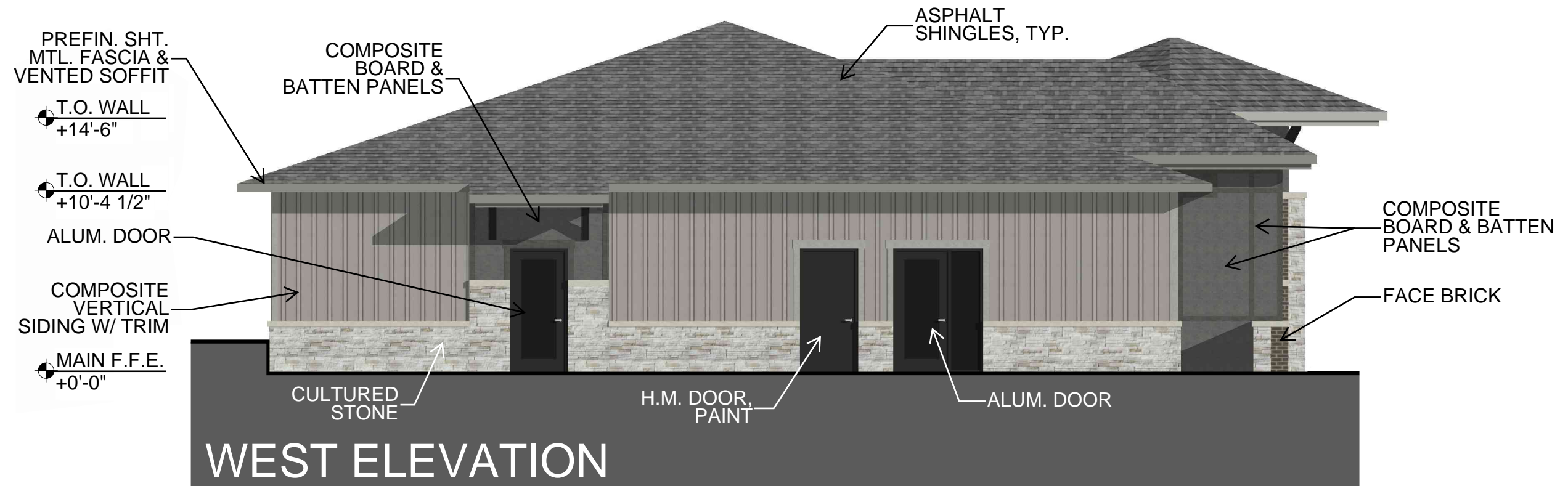
New Medical Office

Hudson Road | Cedar Falls



New Medical Office

Hudson Road | Cedar Falls



New Medical Office

Hudson Road | Cedar Falls



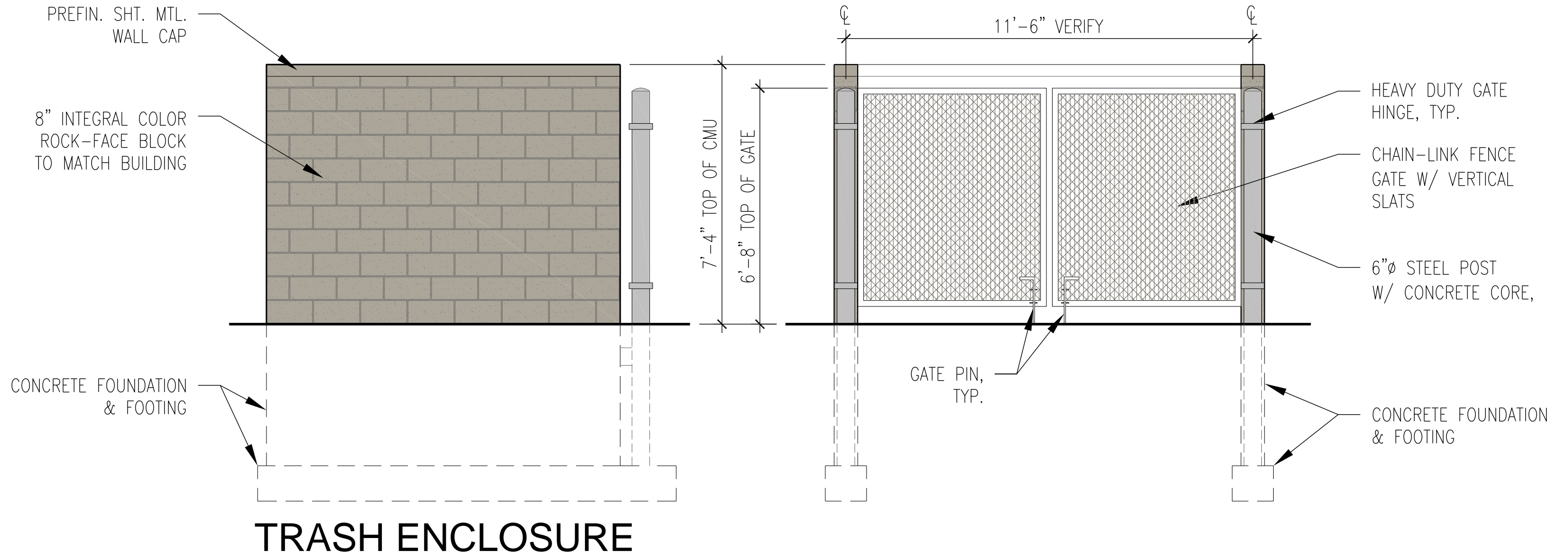
New Medical Office

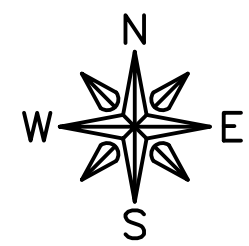
Hudson Road | Cedar Falls



New Medical Office

Hudson Road | Cedar Falls





20 0 20 40 60 FEET

LANDSCAPE PLAN ALL-SMILES DENTAL CLINIC

ZONING: PO-1 – PROFESSIONAL OFFICE DISTRICT

REQUIREMENTS PER ZONING ORDINANCE FOR PO-1 – PROFESSIONAL OFFICE DISTRICT:

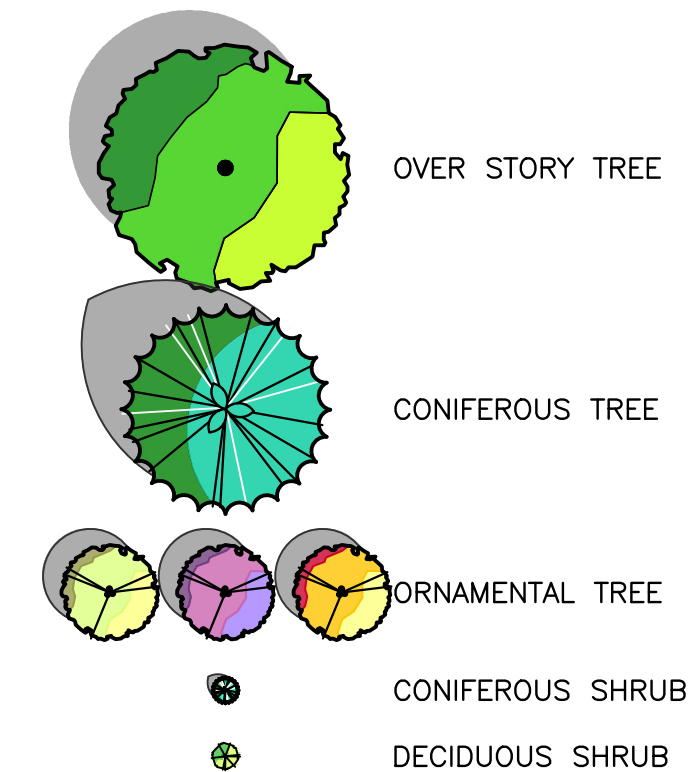
- 10% OF DEVELOPMENT SITE EXCLUSIVE OF PERIMETER SETBACK
SITE AREA LESS SETBACK = 31,006 SF
• 31,006 SF * .10 = 3,101 SF LANDSCAPE AREA
- 0.02 PTS/SF OF SITE
• 41,770 SF * 0.02 PTS/SF = 836 PTS
- STREET TREES, MINIMUM OF .75 PTS/LF OF FRONTAGE
• 143 LF * 0.75 PTS/LF = 108 PTS
- PLANTINGS WITHIN PARKING AREAS, RECOMMEND 1 OVERSTORY TREE/15 STALLS
• 48 STALLS/15 = 4 TREES

COMPLIANCE AS SHOWN ON PLAN

- LANDSCAPE AREA CALCULATION (EXCLUDES ALL SETBACK AREA)
LOT AREA LESS SETBACK: 31,006 S.F.
BUILDING FOOTPRINT: 4,558 S.F. (14.7%)
TOTAL PAVEMENT & SIDEWALKS: 22,108 S.F. (71.3%)
TOTAL VEGETATED SURFACE: 4,340 S.F. (14.0%)
- SITE PLANTINGS (EXCLUDES STREET TREES AND PARKING LOT TREES)
OVER STORY TREES
4 EACH, 2" CAL @ 80 PTS EACH = 320 PTS
UNDER STORY TREES
3 EACH, 1.5" CAL @ 30 PTS EACH = 90 PTS
CONIFERS
0 EACH, #' TALL @ 0 PTS EACH = 0 PTS
SHRUBS
42 EACH, 5 GAL @ 10 PTS EACH = 420 PTS
11 EACH, 2 GAL @ 5 PTS EACH = 55 PTS
TOTAL SITE PLANTING POINTS SHOWN = 885
- STREET TREES
OVER STORY TREES
2 EACH, 2" CAL @ 80 PTS EACH = 160 PTS
- PARKING LOT TREES
4 OVER STORY TREES PROVIDED

ALL COUNTS PROVIDED EXCLUDE TREE RELOCATION/REPLACEMENT SHOWN ON LOT 1

LANDSCAPE LEGEND



TYPE 1 SEED MIX (LAWN)
SUDAS 9010.06

MULCHED LANDSCAPE AREA
COLOR & TYPE PER OWNER

NOTES:

- FINAL LANDSCAPE PLAN TO BE PROVIDED BY PROJECT LANDSCAPER
- VISUAL SCREEN SHALL CONSIST OF A CONTINUOUS ROW OF SHRUBS OR OTHER SIMILAR PLANTINGS OF AT LEAST 3 FEET IN HEIGHT AT THE TIME OF PLANTING



RELOCATE OR REPLACE EXISTING TREES
ALONG EAST EDGE OF PARKING TO
ACCOMMODATE NEW DRIVE AND PARKING LOT.

HUDSON ROAD

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:

ASFD, LLC.
1421 W 1ST STREET, SUITE B
CEDAR FALLS, IA 50613

PROJECT AND LOCATION:

ALL-SMILES DENTAL
CLINIC
CEDAR FALLS, IOWA

DRAWN BY: AJB
APPROVED BY: NPK
DATE: 4/22/2019
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

LANDSCAPE PLAN

SET TYPE: SUBMITTAL3
G:\C3D\18-665 All Smiles Dental Office\18-665 Design.dwg, C4.1

JOB NUMBER:

18-665

SHEET NUMBER:

C4.1



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM
Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner
DATE: May 15, 2019
SUBJECT: Western Home Communities Ninth Addition Preliminary Plat

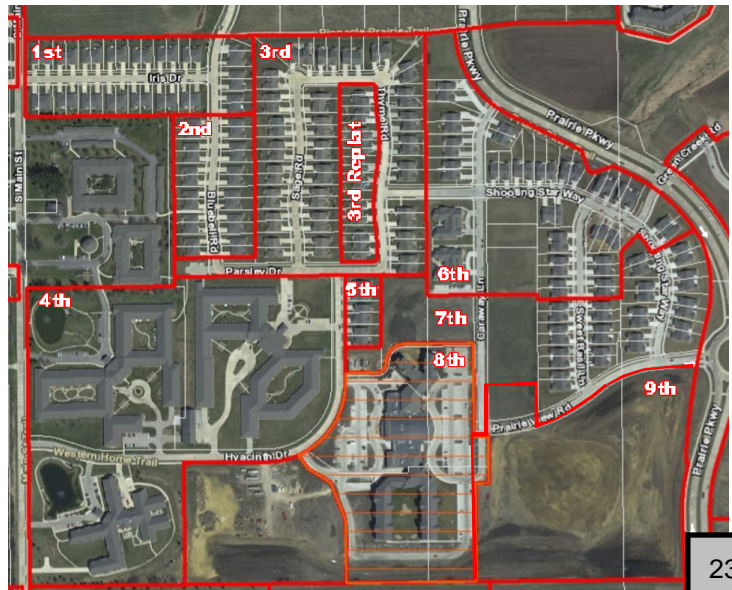
REQUEST: Request to approve the Western Home Communities Ninth Addition Preliminary Plat. (Replat of a part of Western Home Communities Seventh Addition) Case #PP19-005
PETITIONER: Western Home Communities, Claassen Engineering
LOCATION: The property is located on 18.33 acres of land as the southwest corner of Prairie Parkway and Prairie View Road in the Western Home Campus on S. Main Street

PROPOSAL

Western Home Communities is proposing another phase for condominium/villa development along the south side of Prairie View Road. The Western Home Communities Ninth Addition will create 18 lots intended for retirement two unit/condos, similar to the recent development that has occurred on nearby Caraway Lane, Sweet Basil Lane and Shooting Star Way. The lots are similar in size from the previous phases, typically ranging from 0.33 acres to 0.6 acres. New streets extending south off of Prairie View Road include Caraway Lane (Tract A), Lemongrass Drive (Tract B) and Savory Lane (Tract E). All street are to be constructed to 31 ft. paving width. Tract F is reserved for a potential Savory Lane street extension into Tract C at the south end of the plat.

BACKGROUND

The Final Plat for the Western Home Communities Seventh Addition was approved by the Planning and Zoning Commission in the spring of 2015 and by the City Council in the fall of the same year. The seventh addition created 17 lots to allow the construction of the new Diamond Event Center and Jorgensen Plaza. Caraway Lane was installed as a private 29-foot wide roadway extending south of Prairie View Road approximately 225 feet to access the aforementioned



Diamond Event Center. The seventh addition also created additional lots for new two unit condos on Sweet Basil Lane and Shooting Star Way. Finally, included in the Seventh Addition was a large 16.7 acre tract located at the southwest corner of Prairie View Road and Prairie Parkway. This tract was set aside for future development of the Western Home Communities South Main Street campus. The proposed ninth addition is essentially a replat of the aforementioned tract in the Western Home Seventh Addition.

ANALYSIS

Western Home Communities proposes to plat 18.33 acres of land at the southwest corner of Prairie View Road and Prairie Parkway. It is anticipated the area will continue with the development of the condominium/villas. The property is located in the MU District which permits this type of development. The Commission has reviewed the proposed condos/villas in the past and the plan is to construct similar units in the proposed ninth addition.

Tracts A, B, D and E are reserved for street right of way and Tract C is for future development. Tract A is the proposed extension of Caraway Lane to serve as access to Lot 1 – 5. Caraway Lane would become a public street beginning at its intersection with Prairie View Road. At the south end of Caraway Lane, the roadway turns to the east and connects into Savory Lane then north where Lemongrass Drive connects back into Prairie View Road. At this time, Western Home has no plans to add additional condos/villas in Tract C. With no development plans identified for Tract C, planned access locations must be established for this large vacant parcel. Prairie Parkway to the east is a “controlled” roadway with limited access locations which is established at the Prairie Parkway and Prairie View Road roundabout. Access to the south is not an option since this is an undeveloped commercial lot that is associated with the Pinnacle Prairie Commercial South development. This leaves the access locations onto Prairie View Road to the north and the proposed Lemongrass Drive to the west. The access location on the north side of Tract C (Prairie View Road) must line up with the existing street locations of Sweet Basil Lane and Shooting Star Way. Access to the west is reserved through a 60-foot wide Tract F that would accommodate the easterly extension of Savory Lane. Western Home Communities must update their master plan to identify the use of Tract C to in order to determine if said Savory Lane street connection is warranted.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements. Drainage easements are identified on the plat between Lots 1 through 10, and along the south and east edge of the plat. The 30’ drainage easement along the west side of Prairie Parkway is subject to overland flows and must not be impeded by the placement of any landscaping, fencing, fill or vegetation.

City zoning staff notes that the proposed lots appear to be of sufficient lot area to meet the anticipated development plans. The MU District is more flexible than other districts in terms of minimum lot area, lot width, etc. The MU district allows a 20 foot setback adjacent to all roadways and a 30 foot setback is permitted around the MU district boundary. Zero side lot line setbacks are allowed. The proposed plan will be similar to the previous additions in the Western Home development. The front yard setbacks will be 20 feet and the setback along the district boundary on the south side of this plat is 39 feet, due to a drainage and utility easement. It is anticipated that these lots will be developed in the traditional manner with adequate front, rear and side yard setbacks.

The property is located outside of the designated 100-year floodplain.

Approval of a Preliminary Plat allows the developer to proceed with the construction and installation of all required public infrastructure such as streets, sewers and other utilities. No lot sales or new home construction can begin until a Final Plat is approved by the City Council. The platting documents including the Deed of Dedication, City Council resolution forms and a plat fee of have been submitted.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Western Home Communities Ninth Addition Preliminary Plat with the stipulations:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) All public streets and road are 31-foot wide from back of curb to back of curb.
- 3) Conform to all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion/Vote 5/8/2019 Chair Holst introduced the item and stated that he will need to abstain from the discussion and vote due to a conflict of interest. He asked Mr. Leeper Chair the meeting. Mr. Sturch provided background information explaining that the item is for another phase of condos at the South Main Street campus of the Western Home. The plat includes 18 lots for additional condos/villas with public streets and utilities. The storm water will be transferred to the area wide detention basin on Viking Road. Tract C is intended for future development and Options for possible street extensions into the southern part of Tract C are being left open. Mr. Sturch displayed a rendering of the Master Plan and discussed the need to update the plan to reflect the future use.

Mr. Leeper asked if this item is for discussion at this time or for approval. Ms. Howard stated that staff would like to move forward with the understanding that there needs to be better labeling to the plat. Chris Hansen, Western Home Communities, stated that they would like to move ahead at this time if possible. Bill Claassen, Claassen Engineering, noted that the changes are very minor and the changes can be made in a very short amount of time.

The Planning and Zoning Commission recommended approval of the Western Home Communities Ninth Addition Preliminary Plat.

Preliminary Plat
WESTERN HOME COMMUNITIES NINTH ADDITION
 A Replat of a part of Western Home Communities Seventh Addition,
 + a part of Western Home Communities Eight Addition,
 Cedar Falls, Black Hawk County, Iowa
 May 2019

LEGAL DESCRIPTION:

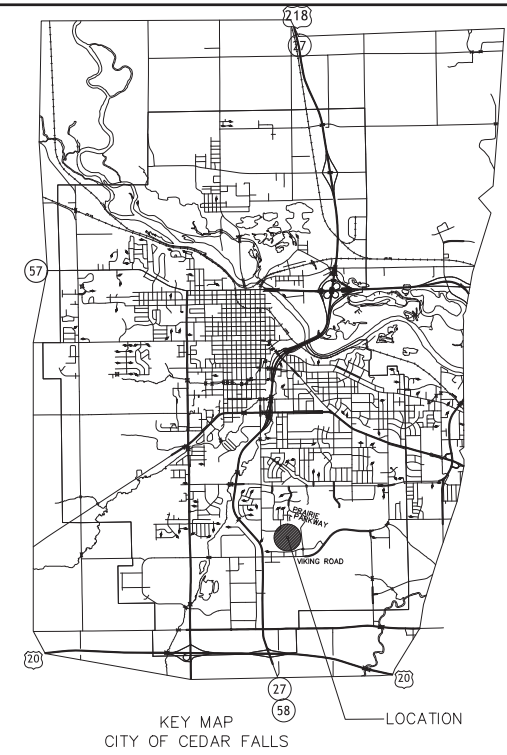
Western Home Communities Ninth Addition
 Tract 'E', Western Home Communities Seventh Addition, Document No. 2016-16744 in the Black Hawk County Recorder's Office, Cedar Falls, Black Hawk County, Iowa.

AND
 That part of Lot Sixteen (16), aforesaid Western Home Communities Seventh Addition, described as follows:

Beginning at the Southeast corner of said Lot Sixteen (16); thence N00°31'08"W One Hundred Thirty-four and Six Hundredths (134.06) feet along the East line of said Lot Sixteen (16); thence S89°28'52"W Two Hundred Twenty-five (225.00) feet to the West line of said Lot Sixteen (16); thence S00°31'08"E One Hundred Fifty-six and Twenty-eight Hundredths (156.28) feet along said West line; thence Southerly Twenty-three and Ninety-seven Hundredths (23.97) feet along the Southwesterly line of said Lot Sixteen (16) and along the arc of a curve concave Northeasterly having a radius of Fifteen (15.00) feet and a chord of Twenty-one and Fifty Hundredths (21.50) feet which bears S46°18'09"E; thence Easterly Two Hundred Thirteen and Sixty-five (213.65) feet along the Southerly line of said Lot Sixteen (16) and along the arc of a curve concave Northerly having a radius of Seven Hundred Twenty (720.00) feet and a chord of Two Hundred Twelve and Eighty-seven Hundredths (212.87) feet which bears N79°24'47"E to the point of beginning containing 0.82 acres.

AND
 That part of Lot One (01) and Lot Two (02) Western Home Communities Eight Addition, described as follows:

Beginning at the Northeast corner aforesaid Lot One (01); thence S00°31'08"E Seventy-six and Twenty-four Hundredths (76.24) feet along the East line of said Lot One (01); thence S89°28'52"W Sixty (60.00) feet along said East line; thence N00°31'08"W Seventy-six and Twenty-four Hundredths (76.24) feet along the Northerly extension of the East line of said Lot One (01) to the North line of said Lot One (01); thence continue N00°31'08"W One Hundred Thirty-five and Sixty-one Hundredths (135.51) feet still on said Northerly extension to the East line of aforesaid Lot Two (02); thence N89°28'52"E Fifty-five and Seventy-two Hundredths (55.72) feet along said East line; thence Easterly Four and Twenty-eight Hundredths (4.28) feet along said East line and along the arc of a curve concave Northerly having a radius of Seven Hundred Eighty-four (784.00) feet with a chord of Four and Twenty-eight Hundredths (4.28) feet which bears N89°19'29"E; thence S00°31'08"E One Hundred Thirty-five and Sixty-two Hundredths (135.62) feet along the East line of aforesaid Lot Two (02) to the point of beginning containing 12,711 square feet.



LIST OF OWNERS LOCATED WITHIN 200 FEET OF PROPERTY

①	GREENHILL ESTATES (ATTN: JESSICA SUK) 3957 75th STREET AURORA, I. 62504-7914
②	WALMART STORES INC. #1496 525 BRANDYVINE BL. CEDAR FALLS, IOWA 50613
③	WESTERN HOME INDEPENDENT LIVING SERVICE INC. 420 E. 11th STREET (ATTN: KELLY MEIER CFO) CEDAR FALLS, IOWA 50613
④	MEYARD INC. 1125 BRANDYVINE BL. CEDAR FALLS, IOWA 50613
⑤	OSTER FAMILY LIMITED PARTNERSHIP 3957 75th STREET AURORA, I. 62504-7914

CURVE TABLE					DIMENSIONS IN FEET	
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.	
C1	17.94	50.00	20°33'34"	17.85	S10°47'56"E	
C2	39.27	25.00	90°00'00"	35.36	S44°28'52"W	
C3	39.27	25.00	90°00'00"	35.36	S45°31'08"E	
C4	39.47	110.00	20°33'34"	39.26	N10°47'55"W	
C5	60.06	784.00	04°23'21"	60.04	S66°43'36"W	
C7	97.96	720.00	7°47'44"	97.89	S84°00'59"W	
C8	115.69	720.00	9°12'23"	115.57	S75°30'55"W	
C9	213.65	720.00	17°00'07"	212.87	N78°24'47"E	
	(213.65)	(720.00)	(17°00'07")	(212.87)	(S78°24'47"W)	
C10	66.36	784.00	04°51'51"	66.34	S52°20'52"W	
C11	23.97	15.00	91°34'02"	21.50	S46°18'09"E	
	(23.97)	(15.00)	(91°34'02")	(21.50)	(N46°18'09"W)	
C12	432.63	3053.00	08°07'09"	432.27	S05°58'44"W	
	(432.63)	(3053.00)	(08°07'09")	(432.27)	(S05°58'44"W)	
C13	280.63	466.00	34°30'15"	276.41	N67°10'04"E	
	(280.63)	(466.00)	(34°30'15")	(276.41)	(N67°10'04"E)	
C14	133.45	784.00	09°45'11"	133.29	S59°39'22"W	
C15	140.83	784.00	10°17'31"	140.64	N84°01'21"E	
C16	136.21	784.00	09°57'17"	136.04	N73°53'57"E	
C17	248.26	866.00	16°25'31"	247.41	S08°11'07"W	
	(248.26)	(866.00)	(16°25'31")	(247.41)	(S08°11'07"W)	
C20	4.28	784.00	00°18'46"	4.28	N89°19'29"E	
	(4.28)	(784.00)	(00°18'46")	(4.28)	(N89°19'29"E)	

BENCHMARK:

- NORTH BOLT OF FIRE HYDRANT LOCATED 56' NORTH OF CENTER OF SECTION, 31' WEST OF CENTERLINE S. MAIN STREET. ELEVATION = 955.15

LOT AREAS:

LOT NO.	AREA	LOT NO.	AREA
1	(17,113 S.F.)	17	(18,935 S.F.)
2	(14,420 S.F.)	18	(16,778 S.F.)
3	(14,420 S.F.)		
4	(14,420 S.F.)		
5	(17,021 S.F.)	'A'	(19,538 S.F.)
6	(17,021 S.F.)	'B'	(36,860 S.F.)
7	(14,420 S.F.)	'C'	(8.90 Ac.)
8	(14,420 S.F.)	'D'	(12,711 S.F.)
9	(14,420 S.F.)	'E'	(24,001 S.F.)
10	(20,687 S.F.)	'F'	(8400 S.F.)
11	(21,139 S.F.)		
12	(14,280 S.F.)		
13	(14,280 S.F.)		
14	(14,280 S.F.)		
15	(14,280 S.F.)		
16	(14,280 S.F.)	TOTAL	(17.83 Ac.)

GENERAL NOTES:

- Developer: Western Home Communities (Contact: Kris Hansen) 420 E. 11th Street Cedar Falls, Iowa 50613 Phone: 319.277.2141
- Owner: Western Home Independent Living Services, Inc. 420 E. 11th Street Cedar Falls, Iowa 50613 (Tract 'F' is right-of-way owned by the City of Cedar Falls)
- Engineer/Surveyor: Wayne Claassen Engineering and Surveying, Inc. 2705 University Ave. (P.O. Box 898) Waterloo, Iowa, 50704 Phone: 319.235.6294
- The unadjusted error of closure for this project was less than 1 in 10,000.
- Area of final plat in aliquot part: NE 1/4, SE 1/4, SEC. 25-T89N-R14W 10.74 ACRES NW 1/4, SW 1/4, SEC. 30-T89N-R13W 5.97 ACRES
- Electrical service shall be by Cedar Falls Utilities.
- Gas service shall be by Cedar Falls Utilities.
- Cable television service shall be by Cedar Falls Utilities AND Mediacom.
- Telephone service shall be by Qwest.
- Existing Zoning: see plat.
- Flood information of subject property: This Preliminary Plat is located Zone x which is areas determined to be outside the 0.2% annual chance floodplain, Firm Flood Insurance Rate Map Community-Panel number 19013C0277F, effective date July 18, 2011.
- Soil types present at subject property: (from soil survey of Black Hawk County, Iowa) A.) Kenyon loam, 2-5% slopes
- Pavement for this project shall be 31' b/b wide, 7" thick p.c.c. paving with integral curbs, with a 6" thick granular subbase and longitudinal subdrain, except for the existing pavement on Caraway Lane which shall remain 31' b/b.
- Sanitary sewer sizing to be completed during construction plan preparation.
- Storm sewer sizing to be completed during construction plan preparation.
- Water main diameter 8".
- All proposed sidewalks are 6 feet in width and will be constructed as adjoining buildings are constructed.
- A 10' wide recreational trail will be constructed along the Southerly side of Prairie View Road as buildings are constructed.
- No wetlands are present on this property.

LEGEND:

- △ - DENOTES SECTION CORNER
- (0.00') - DENOTES RECORD DIMENSION
- 0.00' - DENOTES FIELD DIMENSION
- S.F. - DENOTES SQUARE FEET

CERTIFICATION

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 Land Surveyor under the laws of the State of Iowa.

Signature: Davis L. Schell, P.L.S.

Date: 20 License No. 16775

Pages or Sheets Covered by this Seal: Sheets 1 of 2 and 2 of 2

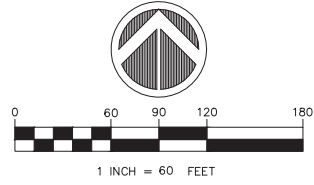
My license renewed date is December 31, 2020

Wayne Claassen Engineering and Surveying, Inc.
 2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701
 Phone: (319) 235-6294 Fax: (319) 235-0028



BK.	PG.	1	DR.	D.L.S.	DATE	05.19
FILE NO.	4514P	CKD	W.J.C.	DATE	05.19	
DATE PLOTTED:	05.09.19	FILENAME:	WEC_9th_Prel_Plat.DWG			
REVISIONS						
1.	03.27.19	-	Revised areas			
2.	04.29.19	-	Remove to be vacated r/w			
3.	05.07.19	-	Revise Lots 11-16 & Tract 'C'			
4.						
5.						

Preliminary Plat
WESTERN HOME COMMUNITIES NINTH ADDITION
 A Replat of a part of Western Home Communities Seventh Addition,
 + a part of Western Home Communities Eight Addition,
 Cedar Falls, Black Hawk County, Iowa
 May 2019



Preliminary Plat WESTERN HOME COMMUNITIES NINTH ADDITION

A Replat of a part of Western Home Communities Seventh Addition,
+ a part of Western Home Communities Eighth Addition,
Cedar Falls, Black Hawk County, Iowa
May 2019

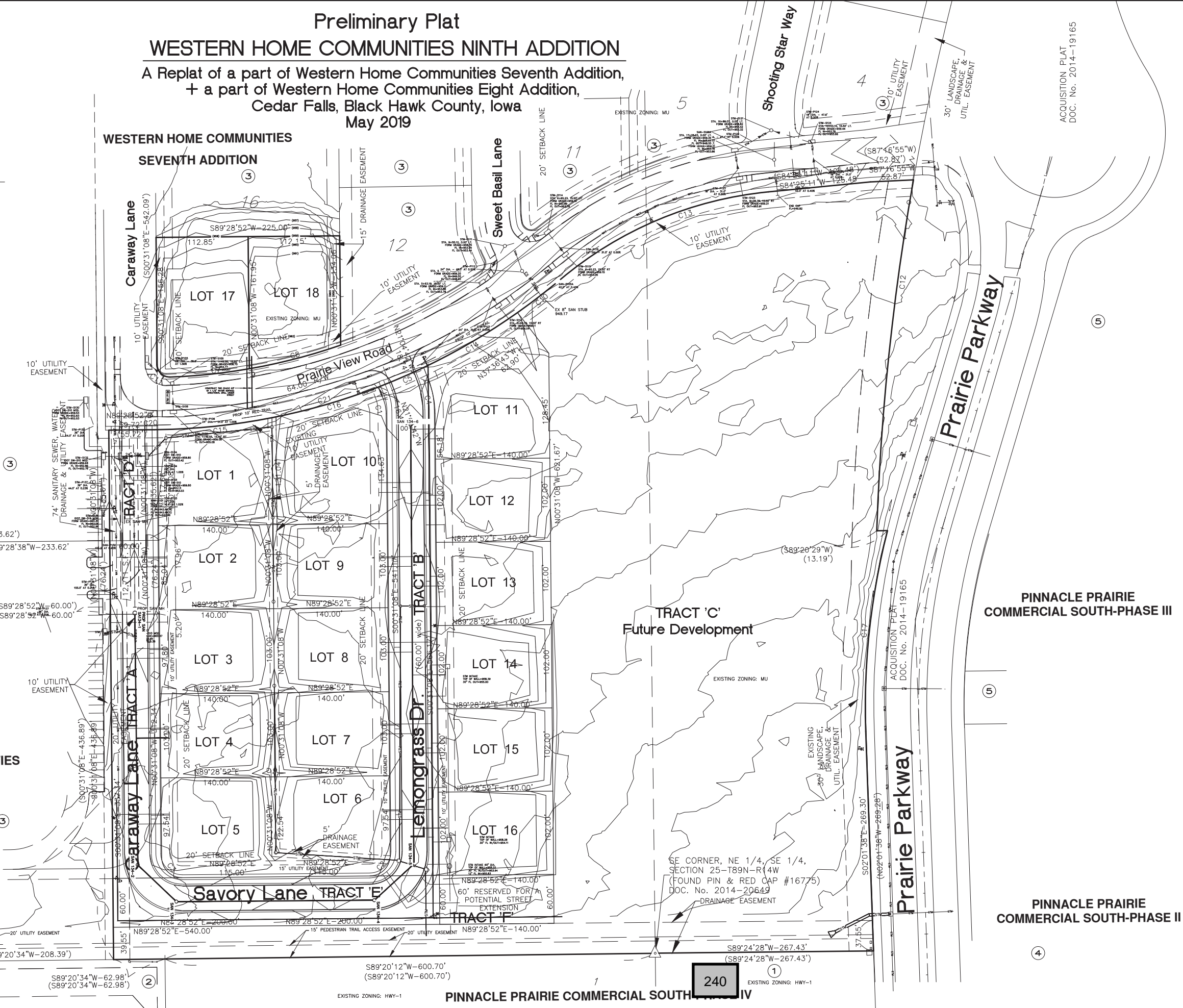
LEGEND:

- △ - DENOTES SECTION CORNER
- (0.00') - DENOTES RECORD DIMENSION
- 0.00' - DENOTES FIELD DIMENSION
- S--- - DENOTES EXISTING STORM SEWER LINE
- S--- - DENOTES EXISTING SANITARY SEWER LINE
- W--- - DENOTES EXISTING WATER LINE
- ⊙ - DENOTES EXISTING SAN. SEWER MANHOLE
- ☆ - DENOTES LIGHT POLE
- ⊠ - DENOTES ELECTRIC BOX
- ⊠ - DENOTES TELEVISION BOX
- ⊠ - DENOTES TELEPHONE BOX
- ⊠ - DENOTES FIRE HYDRANT
- ⊠ - DENOTES WATER VALVE
- S--- - DENOTES PROPOSED SANITARY SEWER LINE
- W--- - DENOTES PROPOSED WATER LINE
- S--- - DENOTES PROPOSED STORM SEWER
- - - - - DENOTES EXISTING CONTOUR LINE
- (000) - DENOTES PROPOSED CONTOUR LINE

WESTERN HOME COMMUNITIES
EIGHTH ADDITION

WESTERN HOME COMMUNITIES
EIGHTH ADDITION

GENCOM ADDITION



ACQUISITION PLAT
DOC. No. 2014-19165

Wayne Claassen Engineering and Surveying, Inc.
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701
Phone: (319) 235-6294 Fax: (319) 235-0028



BK	708	PG.	1	DR.	D.L.S.	DATE	05.19
FILE NO.	4514P	CK'D	W.J.C.	DATE	05.19		
DATE PLOTTED:	05.09.19	FILENAME:	WHC 9th Pre Plat.DWG				
REVISIONS							
1.	03.27.19	- Revised areas					
2.	04.29.19	- Remove to be vacated r/w					
3.	05.07.19	- Revise Lots 11-16 & Tract 'C'					
4.							
5.							

**Preliminary Plat
WESTERN HOME COMMUNITIES NINTH ADDITION**
A Replat of a part of Western Home Communities Seventh Addition,
+ a part of Western Home Communities Eighth Addition,
Cedar Falls, Black Hawk County, Iowa
May 2019



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 14, 2019
SUBJECT: Proposed Annexation of Territory to the City of Cedar Falls, Iowa

In January 2019, City Council approved the purchase of 200 acres of farm ground located just outside of the city limits of Cedar Falls, for the purpose of expanding the Cedar Falls Industrial Park. That property is located just west of the current industrial park, south of Viking Road, and east of S. Union Road. The City would like to begin voluntary annexation proceedings in order to bring this property into the City of Cedar Falls. The City of Cedar Falls owns a total of seven (7) parcels of land that will be part of the voluntary annexation. Six of those parcels are the farm ground parcels that the City recently acquired to expand the industrial park, and one parcel is the Cedar Falls Utilities' substation (which is owned by the City of Cedar Falls).

Also to be included in the voluntary annexation will be seven (7) residential properties located along the south side of Viking Road. These properties will be included in the annexation to create a more uniform city limit boundary. In addition to creating a more uniform boundary, the private property owners would like to be included in the annexation territory in order to receive city amenities such as police and fire protection, garbage collection services, utilities such as gas, water and sanitary sewer, and an urbanized street including curb and gutter. None of the aforementioned amenities are available to those properties currently. It is anticipated that voluntary annexation applications from these property owners will be received by the City soon.

Accompanying this memo is a proposed Application for Voluntary Annexation of Territory to the City of Cedar Falls, Iowa, for the seven (7) parcels of property that the City of Cedar Falls owns. The application is accompanied by a legal description of the parcels and a map showing the location of the parcels.

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

1. Resolution approving form and authorizing execution of application for Voluntary Annexation of Real Estate to the City of Cedar Falls, Iowa.

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

xc: Stephanie Sheetz, Director of Community Development
Kevin Rogers, City Attorney

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, being the duly-authorized representative of the City of Cedar Falls, Iowa, as owner of the property herein described, which adjoins the City of Cedar Falls, does hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M.,
Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

and

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14
West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the
South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-
02916.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

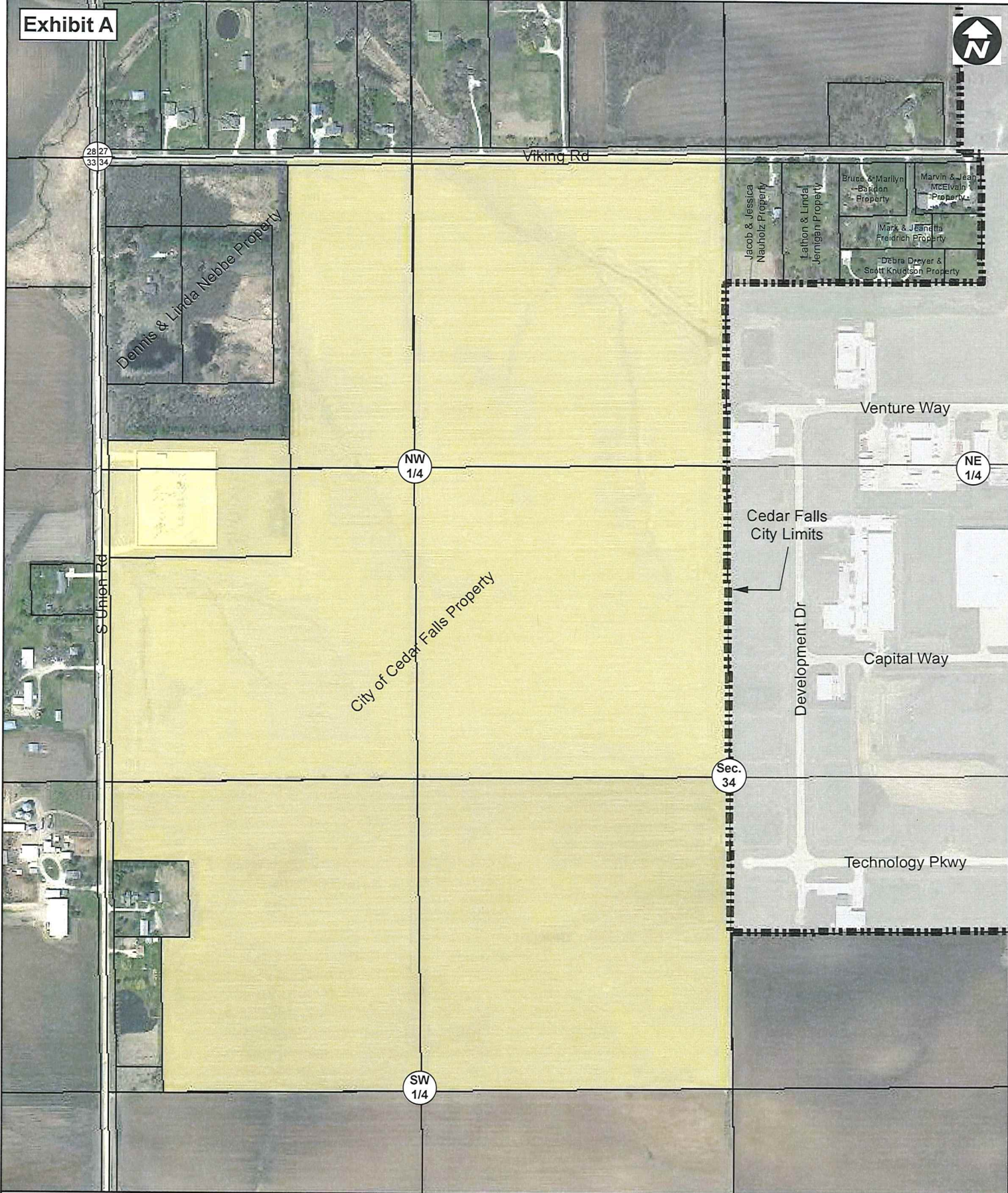
On behalf of the City of Cedar Falls, Applicant

James P. Brown, Mayor

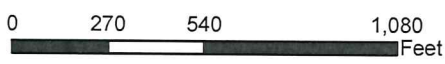
(SEAL)

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



City of Cedar Falls, Iowa
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

City of Cedar Falls Property Description:

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof.

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.

Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING FORM AND AUTHORIZING EXECUTION OF
APPLICATION FOR VOLUNTARY ANNEXATION OF REAL ESTATE TO THE
CITY OF CEDAR FALLS, IOWA

WHEREAS, Chapter 368 of the Iowa Code, regarding annexation proceedings, requires that the owners of real estate proposed to be annexed must file an application for voluntary annexation of the real estate with the city council of the city to which the real estate is proposed to be annexed; and

WHEREAS, the City of Cedar Falls is one of the owners of a portion of territory adjoining the city which would benefit from annexation into the city, and the City of Cedar Falls is required by law to file an application for voluntary annexation of that real estate; and

WHEREAS, a copy of the proposed application for voluntary annexation, map, and legal description of the city-owned real estate to the City of Cedar Falls, Iowa, included and described in Exhibit A to the proposed application, has been presented at this meeting, and the City Council deems it appropriate for said application to be executed by the Mayor and City Clerk on behalf of the City of Cedar Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, the City Council of the City of Cedar Falls, Iowa deems it to be in the best interests of the City to authorize and approve the execution of a voluntary annexation application concerning the City-owned real estate as depicted in Exhibit A to the application, to be filed with the City Clerk along with applications signed by the other property owners within the adjacent territory who desire to apply in writing requesting annexation of the territory.

BE IT FUTHER RESOLVED that the form of the application for voluntary annexation of real estate presented at this meeting be and the same is hereby approved, the Mayor and City Clerk are hereby authorized and directed to sign and seal said application, substantially in the form presented at this meeting, with such changes thereto as said officers executing the same shall deem appropriate, on behalf of the City of Cedar Falls, Iowa, and to submit the application to the City Council for consideration and approval along with applications signed by other property owners within the adjacent territory who desire to apply in writing requesting annexation of the territory.

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:)

SS:

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 _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2019.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa



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

INTEROFFICE MEMORANDUM
Administration Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning and Community Services Manager
DATE: May 16, 2019
SUBJECT: CDBG – Rehabilitation Projects – Bid Opening
 510 W. 4th Street – Project No. 1-19-673
 1104 Lantz Avenue – Project No. 1-19-674

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that supports several programs, including housing rehabilitations and housing repairs for income-qualifying residents.

In April 2019, bids were let for rehabilitation projects at 510 W. 4th Street and 1104 Lantz Avenue. The owners of these properties meet the program’s income requirements. These rehabilitation projects will significantly improve the living conditions of the applicants. On Monday, May 13, 2019 at 9:00 AM, bids were received and opened for the two rehabilitation projects. Bid results are shown in the table below. Permit amounts have been added to each bid total to show the total contract amount for each bid.

510 W. 4th Street	Total Bid Amount	Hard Costs	Lead Hazard Reduction Costs	Permits	Total Contract Amount, if awarded
Kirvan Enterprises LLC	\$20,000*	\$18,000	\$2,000	\$331	\$20,331
Kirvan Enterprises LLC	\$17,400**	\$15,400	\$2,000	\$302	\$17,702

*Bid with repair of all windows, as specified in main Scope of Work.

**Bid with replacement of older windows and repair of aluminum trim on window openings, instead of window repair, as provided in Alternates.

1104 Lantz Avenue	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>	<i>Permits</i>	<i>Total Contract Amount, if awarded</i>
Kirvan Enterprises LLC	\$13,550	\$12,450	\$1,100	\$244	\$13,794
ToJo Construction	\$19,864	\$17,014	\$2,850	\$331	\$20,195
Brothers Construction	\$21,778	\$18,078	\$3,700	\$360	\$22,138

For 510 W. 4th Street, the Building Official's estimate for the main Scope of Work, including hard costs, permits, and lead hazard reduction, was \$10,901. The main Scope of Work includes repairing all windows. If the Scope of Work includes replacement of older windows and repair of aluminum trim on window openings, as Alternates for repairing all windows, the Building Official's estimate for the project is \$13,844. Kirvan Enterprises LLC submitted the low bid for the project: \$20,331 for the main Scope of Work and \$17,702 for the scope of work with window Alternates, with both figures including hard costs, permits, and lead hazard reduction costs.

The Building Official's estimate was \$17,752 for 1104 Lantz Avenue, including hard costs, permits, and lead hazard reduction costs. With permit costs included, Kirvan Enterprises submitted the low bid in the amounts of \$13,794 for 1104 Lantz Avenue.

As a result of the competitive bids, the Housing Commission and City Staff recommend acceptance of the low bid(s) and entering into contracts, attached, with Kirvan Enterprises LLC in the amount of \$17,702 for 510 W. 4th Street and \$13,794 for 1104 Lantz Avenue.

Please contact me with any questions.

XC: Stephanie Houk Sheetz, Director

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Scott Wahl, hereinafter referred to as the "Owner" and Kivlan Ent. hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 510 W. 4th Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. **1-19-673** of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ _____ for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

(c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Exhibit A
Housing Rehabilitation Project Write Up

510 W. 4th Street, Cedar Falls, IA 50613

Scott Wahl and Kerry Davis
 510 W. 4th Street
 Cedar Falls, IA 50613

Bidders must attend a pre-bid meeting on 4/26/19 at 10:00 am.

Line Item	Scope of Work	Rehab Spec Manual Section	Price
ELECTRICAL			
1	Install hard-wired electric smoke detectors with battery back-up in the basement and in each bedroom and one hard-wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area).	1900.2	400
INTERIOR			
2	Remove all loose paint on the basement walls. LEAD HAZARD ITEM	2000	1000
EXTERIOR			
3	Repair all windows to operate smoothly, replace any broken glass, weather stripping, sash cords or springs. Sand and varnish or paint the interior windows. Reputty as needed and scrape and paint to cover the exterior of the window. Requires Lead Safe Work Practices.	900.5	8000
4	Replace the front entrance door from the TV room to the porch with prehung steel door, include a small window, deadbolt, lockset, and painting the door and frame. Requires Lead Safe Work	900.4	850
5	Replace the rear entrance door with prehung steel door, to include a small window, deadbolt, and lockset. Paint the door and frame. Requires Lead Safe Work Practices.	900.4	850
6	Install an aluminum combination storm door on the front porch entrance. Requires Lead Safe Work Practices.	900	350
7	Install an aluminum combination storm door on the rear entrance. Requires Lead Safe Work Practices.	900	350
8	Replace the storm windows on the side porch and the front living room windows. Requires Lead Safe Work Practices.	900	1600
9	Reinforce the side porch floor with a treated double 2" x 8" wood beam supported on three 4" x 4" treated wood posts. The posts are to be on a 6" diameter concrete pier 42" deep. Level the porch floor as much as possible.	600	1800
10	Replace the deteriorated sills on the interior of the porch and paint to match existing. Requires Lead Safe Work Practices.	600	600
11	Rebuild the front porch steps with treated wood and install a wooden handrail.	600	1000
12	Tuckpoint the missing joints on the top section of the fireplace chimney.	400	1000
13	Install gutters and downspouts with extensions or splash blocks on the house.	2000	1200
OTHER			
14	Lead Safe Work Practices - Interior site preparation and cleanup.		500
15	Lead Safe Work Practices - Exterior site preparation and cleanup.		500

BASE BID TOTAL: 20000

ALTERNATES			
1	Replace the overhead garage door with a steel door. Requires Lead Safe Work Practices.	900	1000
2	Replace the garage's side entrance door with prehung steel door, include lockset, and paint the door and frame. Requires Lead Safe Work Practices.	900.4	850
3	Install double hung vinyl replacement windows in the following window openings. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Requires Lead Safe Work Practices.	900.52	
	Foundation - 2 windows	800	
	Kitchen - 2 windows	800	
	Bathroom - 1 window	400	
	TV Room - 3 windows	1200	
	2nd Floor Storage Room - 2 windows	800	
	2nd Floor Bedroom - 2 windows	800	
4	Repair the aluminum trim on the windows after the storm windows have been removed and the new windows are installed. Requires Lead Safe Work Practices.	500.6	600

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Cheryl Wilson, hereinafter referred to as the "Owner" and Kirkan Ent. hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1104 Lantz Avenue, Cedar Falls, Iowa; and

WHEREAS, the said premises are located in the area designated as Project No. **1-19-674** of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ _____ for the services and the materials to be provided herein.

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Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

(c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Exhibit A
Housing Rehabilitation Project Write Up

1104 Lantz Avenue, Cedar Falls, IA 50613

Cheryl Wilson • (319) 939-4725
 1104 Lantz Avenue
 Cedar Falls, IA 50613

Request for Bids - Addendum

Line Item	Scope of Work	Rehab Spec Manual Section	Price
ELECTRICAL			
1	Install hard-wired electric smoke detectors with battery back-up in the basement and in each bedroom and one hard-wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area).	1900.2	600
2	Install a vent fan/light in the front bathroom. Vent to the exterior with 4" vent pipe and include an exterior cover. Flex or solid metal vent pipe is allowed.	1900	750
3	Relocate bathroom light switch to accommodate bathroom door widening (see line item 7).	1900	100
PLUMBING			
4	Replace the bathtub with a 30" x 60" shower stall, include a new faucet, supply lines with shut off valves and trap, and shower door. Install two 18" stainless steel grab bars. Include all framing and sheetrock work to match existing wall.	1800	2800
HEATING			
5	Reroute the heat run in the front bathroom to the office.	1800	200
6	Install a cold air return in the 2nd floor area.	1800	250
INTERIOR			
7	Widen the <u>left</u> side of the door opening in the front bathroom for a 32" door. The light switch will be relocated per Line Item 3. Finish the opening to match existing. Requires Lead Safe Work Practices.	600 1000	300
8	Install a 32" prehung wood door in the front bathroom. Include all trim, lockset and staining & varnishing door, frame & trim.	900 1000	450
9	Cut in an access door to the crawlspace. The access door is to be located in the closet next to the bathroom. The new door must be flush with the existing floor.	600	800
10	Refit the front door to a weather tight condition.	900	150
11	Install a wooden handrail on the 2nd floor stairs and landing with a return at the top. Finish to cover.	600	350
12	Repair and paint to cover walls & ceiling in the 2nd floor stairwell and 2nd floor bedroom. LEAD HAZARD ITEM	900	1000
EXTERIOR			
13	Install vinyl replacement windows in the following openings. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Requires Lead Safe Work Practices.	900	
	Dining Room - replace existing sliding window with twin double-hung windows		550
	Den - replace existing sliding window with twin double-hung windows		550
	Office - 3 windows		1200
14	Insulate the sidewalls with blown-in cellulose or fiberglass insulation on the east wall, north wall, and half of the west wall, including the second floor. The siding will need to be removed and reapplied.	800	1800
15	Tear off the old roof on the 2-story section and reshingle.	700	1600
OTHER			
16	Lead Safe Work Practices - Interior site preparation and cleanup.		100
17	Lead Safe Work Practices - Exterior site preparation and cleanup.		0

BASE BID TOTAL 13550

ALTERNATES			
1	Install battery-operated dual sensor smoke detectors and one carbon monoxide detector, instead of hard-wired detectors, in locations specified in Line Item 1.	1900.2	350
2	Repair all windows to operate smoothly, replace any broken glass, weather stripping, sash cords or springs. Sand and varnish or paint the interior windows. Repetty as needed and scrape and paint to cover the exterior of the window. Requires Lead Safe Work Practices.	900.5	1200
3	Scrape and paint the garage. LEAD HAZARD ITEM	1000	3000

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.



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

INTEROFFICE MEMORANDUM *Administration Division*

TO: Mayor James P. Brown and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: May 14, 2019

SUBJECT: 2019 Hazard Mitigation Response
Project No. FL-000-3201

In FEMA's audit of the City's 2016 flood response, it was noted the City must follow a separate procurement process for emergency response services and materials. Staff desired a comprehensive procurement approach, identifying any number of potential hazards and services that could be needed, to have services on retainer that could then be triggered as needed. The RFP outlined that the City may need equipment, operators, and/or materials for response to river flooding, flash flooding, tornados, windstorms, hail or ice storms, grass/wildland fire, and severe winter storms. All of these hazards were identified in the 2015 Multi-Jurisdictional Hazard Mitigation Plan.

Two proposals were received on May 7, 2019. Peterson Contractors, Inc. and Vieth Construction Co. Peterson provided a comprehensive quote for equipment, labor, and materials. They also agreed to the FEMA equipment rates. Vieth's response was for equipment and labor. It could not be determined if FEMA equipment rates were met. Therefore, PCI is the successful low bidder.

Attached is a proposed contract with PCI. No payments or services are involved with signing a contract; rather it provides that in the event of an emergency hazard response situation, the City may call upon their services as needed. FEMA requires a firm, fixed price for each event (period of performance) that the contractor is asked to support. Therefore, the intended approach is the City would describe services needed, receive a quote from PCI, and then authorize work to proceed.

The contract provides that, at the City's discretion, the contract may be extended for an event or for two (2) additional years.

The Community Development Department recommends approval of the 2019 Hazard Mitigation Services contract.

CC: Mark Ripplinger, Director of Municipal Operations & Programming
Brian Heath, Public Works & Parks Manager
Lisa Roeding, Controller/City Treasurer
Chase Schrage, Principal Engineer

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this 20th day of May, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the City, and Peterson Contractors, Inc. of Reinbeck, Iowa, hereinafter called the Contractor.

WITNESSETH:

I. SCOPE OF SERVICES

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 HAZARD MITIGATION SERVICES CONTRACT, Project No. FL-000-3201 all in the City of Cedar Falls, Iowa, approved to be utilized if necessary in the event of the need for assistance by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 20th day of May 2019.

Said response shall be completed strictly in accordance with City direction. Prior to initiating response work, Contractor shall provide a detailed and written estimate of the equipment, labor and approximate date of completion for the City-directed response work. The City shall then give written authorization to proceed.

II. CONTRACTOR'S RESPONSIBILITIES

Contractor will comply with all Federal requirements, specifically including the following:

A. Equal Opportunity Employment

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified

applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor

may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act Compliance

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act Compliance

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violations; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Houses and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency of local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

F. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulation in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA – designated items unless the product cannot be acquired –

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA – designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

I. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

M. Fraud and False or Fraudulent or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

III. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

Contractor shall furnish to the City a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

Contractor shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

IV. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

V. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly or equipment usage basis in accordance with the detailed written estimate provided upon which the City's written authorization to proceed was given. Payment will only be made for services rendered. No retainer fee applies. Compensation will not exceed the approved estimate, unless approved in writing by both parties prior to additional work.

VI. MISCELLANEOUS

- A. Laws. All work shall be completed in accordance with local ordinances, and state and federal law.
- B. Permits. No additional City permits will be required for contracted work, unless specifically noted by the City at the time the Contractor provides a detailed written estimated per Section V.
- C. Assignment and Benefits. This Agreement shall be binding on both parties and their successors and assigns. This Agreement may not be assigned, unless agreed to in writing by the non-assigning party in advance.
- D. Non-waiver. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.
- E. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- F. Amendment. This Agreement may be modified in writing only, signed by the parties, and approved by the city council of the City.

- G. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Contractor regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
- H. Independent Contractor. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties, and Contractor shall remain an independent Contractor throughout the term of this Agreement, including any extensions.
- I. Notices. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail or hand delivered to the other party at the respective addresses set forth below:

City
Public Works Director
2200 Technology Parkway
Cedar Falls, IA 50613
(319) 273-8629

Contractor:

- J. Term of Contract. This contract shall be effective from the date of execution through December 31, 2019. In the event of an approved hazard mitigation response that was commenced but not completed prior to this termination date, the term may be extended as necessary in order to complete the response to a date mutually agreeable to the City and to the Contractor.

Upon written agreement by the City and the Contractor, this term may be renewed, annually, up to two (2) successive periods.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

PETERSON CONTRACTORS, INC.

By 

cordell q. peterson, President
104 Blackhawk St.
PO Box A
Reinbeck, IA 50663

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk



ADDITIONAL REMARKS SCHEDULE

AGENCY LSB Financial Services		NAMED INSURED Peterson Contractors, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Additional Named Insured
Reinbeck Motors, Inc.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II - Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

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.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - OPERATIONS PERFORMED FOR IOWA ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa City of Dubuque, Iowa	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
2. In connection with your premises owned by or rented to you and shown in the Schedule.

B. With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

4. Other Insurance

a. Primary And Non-Contributory To Other Insurance

This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.

This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph **b.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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.

C. Governmental Immunity

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV - Commercial General Liability Conditions:

1. Nonwaiver Of Governmental Immunity

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion Of Governmental Immunity

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

4. Non-Denial Of Coverage

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality or governmental subdivision shown in the Schedule of this endorsement.

5. No Other Change In Policy

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

D. Special Cancellation Or Nonrenewal Notification

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section **IV – Commercial General Liability Conditions**:

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2. a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or
b. Material restriction of coverage and/or a change in the Limits of Insurance,
we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 41 WN QU2150

Endorsement Number:

Effective Date: 7/1/2018 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PETERSON CONTRACTORS, INC.
PO BOX A
REINBECK, IA 50669

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by _____

Steven B. Cristoforetti

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 16, 2019
SUBJECT: Sale of Lot 16 in the Northern Cedar Falls Industrial Park Phase I Addition, all in the City of Cedar Falls, Black Hawk County, Iowa. Contains 3.90 acres, more or less.

The Community Development Department would like to request that a public hearing be scheduled for June 3, 2019 to address the proposed transfer of the above referenced City owned real estate to Owen 5, L.L.C. The proposed project would consist of an approximate 10,000 sf. shop/office building and storage area on Lot 16 in the Northern Cedar Falls Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

If you have any questions, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Joe Owen, Owen 5, L.L.C.

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND OWEN 5, LLC; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO OWEN 5, LLC, PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Owen 5, LLC, an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Owen 5, LLC on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$700,000.00 for a period through December 31, 2031; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 3rd day of June, 2019, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Owen 5, LLC, and to consider conveyance of the Development Property to the Developer on

certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, 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 _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2019.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND OWEN 5, L.L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO OWEN 5, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 3rd day of June, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on a proposal from Owen 5, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Owen 5, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$700,000 for a period through December 31, 2031; and

A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk.

Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. _____ by the City Council of the City of Cedar Falls, Iowa on the ____ day of _____, 2019.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: May 15, 2019

SUBJECT: Downtown Parking Ordinance Amendments

As you may recall, City Council approved the recommendations from the Downtown Parking Study on February 18, 2019. City staff has been working on proposed revisions to sections of the Code of Ordinances that would be necessary to implement the approved recommendations.

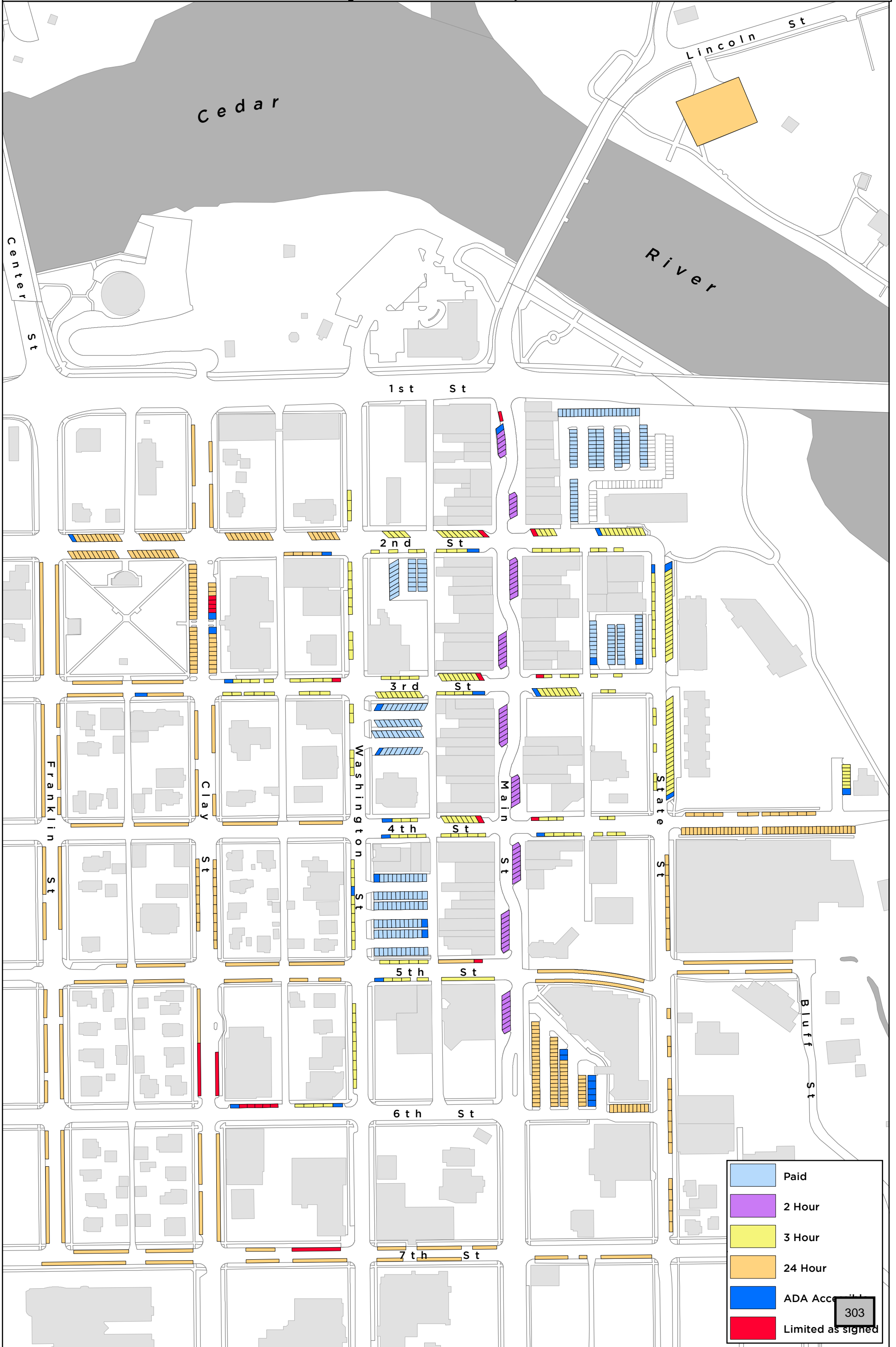
I have included a map that illustrates the parking time limits that would be established by the proposed ordinance amendments, and redlined versions of the proposed ordinances for your consideration. Please feel free to contact me at 243-2711 with any questions. Thank you.

Proposed Downtown District Parking

City of Cedar Falls, Iowa



Date: 5/17/2019



	Paid
	2 Hour
	3 Hour
	24 Hour
	ADA Accessible
	Limited as signed

303

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. _____

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

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

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

Sec. 23-1. Purpose of chapter.

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

(Code 2017, § 26-2)

Sec. 23-2. Definitions.

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

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

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

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

Bicycle means either of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner means a person who holds the legal title of a vehicle, or, if a vehicle is the subject of a security agreement with an immediate right of possession vested in the debtor, then such debtor shall be deemed the owner.

Park means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

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

Pedestrian means any person afoot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stop means a complete cessation of movement.

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

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

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

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

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

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

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

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

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

Vehicle.

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

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

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

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

ARTICLE IV. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

Sec. 23-356. Fines for parking violations.

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

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

Sec. 23-357. Notice of parking violation.

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

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

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

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

(Code 2017, § 26-253)

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

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

bridge, highway, municipally owned or ~~leased-controlled~~ parking lot, facility or parking space, in the event of a violation of section 23-389, on private property, whenever any such vehicle is parked in violation of this article.

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

- (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or, in the event of a violation of section 23-389, is on private property.
- a. Entrance into impounded or immobilized vehicles. If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
 - b. Release of impounded or immobilized vehicles.
 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.
 2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.
- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

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

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

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

(Code 2017, § 26-255)

Sec. 23-361. Lights on parked vehicles.

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

(Code 2017, § 26-256)

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

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

(Code 2017, § 26-257)

Sec. 23-363. Manner of parallel parking.

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

(Code 2017, § 26-258)

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

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

(Code 2017, § 26-259)

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

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

(Code 2017, § 26-260)

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

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

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

(Code 2017, § 26-261)

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

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

(Code 2017, § 26-262)

Sec. 23-368. Parking in alleys.

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

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

Sec. 23-369. Parking near intersection.

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

(Code 2017, § 26-264)

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

- (a) *Persons with disabilities parking sign.* A persons with disabilities parking sign shall be displayed designating each person with disabilities parking space required by Iowa Code § 321L.5. The persons with disabilities parking sign shall have a blue background and bear the international symbol of accessibility in white. If an entity who owns or leases real property in the city is required to provide persons with disabilities parking spaces, the city shall provide, upon request, the signs for the entity at cost. The persons with disabilities parking sign shall be affixed vertically on another object so that it is readily visible to a driver of a motor vehicle approaching the persons with disabilities parking space. A persons with disabilities parking space designated only by the international symbol of accessibility being painted or otherwise placed horizontally on the parking space does not meet the requirements of this subsection.
- (b) *Persons with disabilities parking.*
- (1) A persons with disabilities parking permit shall be displayed in a motor vehicle as a removable windshield placard or on a motor vehicle as a plate or sticker as provided in Iowa Code § 321L.2 when being used by a person with a disability, either as an operator or passenger. Each removable windshield placard shall be of uniform design and fabricated of durable material, suitable for display from within the passenger compartment of a motor vehicle, and readily transferable from one vehicle to another. The placard shall only be displayed when the motor vehicle is parked in a persons with disabilities parking space.
 - (2) The use of a persons with disabilities parking space, located on either public or private property within the city as provided in Iowa Code § 321L.5 by an operator of a motor vehicle not displaying a persons with disabilities parking permit; by an operator of a motor vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Iowa Code § 321L.2(1)b; or by a motor vehicle in violation of the rules adopted by the state department of transportation under Iowa Code § 321L.8 constitutes improper use of a persons with disabilities parking permit, which is a misdemeanor for which a fine of \$200.00 shall be imposed upon the owner, operator, or lessee of the motor vehicle or the person to whom the persons with disabilities parking permit is issued. Proof of conviction of two or more violations involving improper use of a persons with disabilities parking permit is grounds for revocation by the court or the state department of transportation of the holder's privilege to possess or use the persons with disabilities parking permit.
 - (3) ~~Each police officer who is a peace officer as designated in Iowa Code § 801.4(11) and each parking meter attendant~~Parking enforcement personnel; or their designees, shall have the authority to and shall enforce the provisions of this section on public and private property within the city.

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

~~Sec. 23-371. — Establishment of taxicab stands.~~

~~Taxicab stands of a minimum of 18 feet in length per cab space are to be established by the council for the use of the taxicab companies.~~

~~(Code 2017, § 26-266)~~

~~Sec. 23-372. — Loading zones at theaters, hotels and auditoriums.~~

~~A space, not to exceed 50 feet, is hereby reserved at the side of the street in front of every theater, hotel and auditorium having more than 25 sleeping rooms, or other buildings where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.~~

~~(Code 2017, § 26-267; Ord. No. 1943, § 12, 5-13-1991)~~

Sec. 23-3713. Loading and unloading on Main Street and College Street.

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

(Code 2017, § 26-268)

Sec. 23-3724. Parking of large trucks in streets and municipal parking lots.

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

(Code 2017, § 26-269)

Sec. 23-3735. Parking prohibited on city property located adjacent to city hall and city hall annex.

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

(Code 2017, § 26-270)

Sec. 23-3746. Parking prohibited on specific streets.

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

Street	Portion Where

	Parking Prohibited
First Street (West)	On both sides between Main Street and the west city limits.
Second Street (West)	On both sides between Walnut Street and Francis Street.
	On the north side between Francis Street and Hudson Road.
	On the north side from the west line of Washington Street west to the alley.
	On the south side from a point 67 feet west of the west line of Washington Street to a point 24 feet west thereof.
Third Street (East)	On the north side from the east line of Main Street to a point 25 feet east thereof.
Third Street (West)	On the north side from the alley between Main Street and Washington Street west to a point 18 feet west thereof.
	On the north side from the east line of the alley between Washington Street and Clay Street to a point 17 feet east thereof; and from the west line of the alley to a point 17 feet east thereof; and from the west line of the alley to a point 17 feet west thereof.
	On the north side from the alley between Main Street and Washington Street west to a point 37 feet east of the east line of Washington Street.
	On the south side from the west line of Washington Street to a point 35 feet west thereof.
	On both sides of said street between Clay Street and Franklin Street on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October each year during the hours of 6:00 a.m. to 12:00 noon.
	On the north side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 200 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of

	October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 300 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the west curb line of Ellen Street west to the east curb line of Hudson Road.
	On the north side from the west curb line of Tremont Street west to the east curb line of Ellen Street.
	On the north side of said street from Cedar Crest Drive to Magnolia Drive.
Fourth Street	On both sides from College Street to Hudson Road.
	On the south side between Franklin Street and College Street.
Fourth Street (East)	On the north side from the east line of Main Street to a point ten feet east thereof.
	On the south side from the west line of State Street to a point 26 feet west thereof.
Fourth Street (West)	On both sides from College Street to Hudson Road; on the north side from the west line of Main Street to a point 20 feet west thereof; on the north side from the west line of Cedar Crest Drive a distance of 30 feet west, and from the east line of Cedar Crest Drive a distance of 30 feet east; on the north side from the east line of Angie Drive to the west line of Hudson Road; on both sides of said street from the west line of Chateau Court to Hudson Road; on the south side from the west line of Main Street to a point ten feet west thereof; on the south side between Washington Street and College Street.
	On the north side from the west line, extended north, of Jessica Lane to a point 200 feet west thereof.

Fifth Street (West)	On the north side from the west line of Main Street west a distance of 150 feet.
	On the south side from a point 48 feet east of the east line of Clay Street west to the alley between Clay Street and Franklin Street.
	On the north side from the west curb line of Franklin Street west to the east curb line of College Street.
Sixth Street (East)	On the north side from the east curb line of Main Street east a distance of 200 feet.
	On the south side from the east curb line of Main Street east to the west curb line of State Street.
Sixth Street (West)	On both sides between Main Street and Franklin Street, except that on the north side of West Sixth Street, from a point 40 feet west of the west curb line of Washington Street to a point 144 feet west of the west curb line of Washington Street, parking shall be limited to two hours between the hours of 8:00 a.m. and 5:00 p.m. daily; and except that on the north side of West Sixth Street, from a point 55 feet east of the east curb line of Clay Street to a point 147 feet east of the east curb line of Clay Street, parking shall be limited to 12 minutes between the hours of 8:00 a.m. and 5:00 p.m. daily.
	On the north side from the east curb line of College Street east a distance of 150 feet.
	On the south side from the east curb line of College Street east a distance of 75 feet.
Seventh Street (East)	On the south side from State Street to the west line of Bluff Street.
Seventh Street (West)	On the north side from Washington Street to Clay Street, except Saturdays and Sundays.
	On the north side from the west curb line of Division Street west a distance of 40 feet.
	On the north side from the east curb line of Division Street east a distance of 40 feet.
	On the south side from the west curb line of Division Street west a distance of

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

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

12th Street (West)	On both sides from Main Street to College Street.
	On the south side from the east line of Clark Drive east a distance of 40 feet.
	On the south side from the west line of Clark Drive west a distance of 40 feet.
	On both sides from Hudson Road to Union Road.
13th Street (West)	On both sides from the east curb line of Walnut Street east a distance of 20 feet.
	On both sides from the west curb line of Walnut Street west a distance of 20 feet.
	On the north side from the west curb line of Clay Street west to the east curb line of Franklin Street.
14th Street (East)	On the south side between State Street and Waterloo Road.
14th Street Court (East)	On the north side from the east curb line of Bluff Street east to the end of the street.
14th Street (West)	On the north side of said street from Main Street to Franklin Street.
15th Street (West)	On the north side of said street from the west curb line of Clay Street west to the east curb line of Franklin Street.
16th Street (West)	On the south side from the west curb line of Main Street to the east curb line of Franklin Street.
18th Street (East)	On both sides from Main Street to Waterloo Road.
18th Street (West)	On both sides of the street from the west curb line of Main Street west to the east curb line of College Street.
	On the north side from the west curb line of College Street west to the east curb line of Hudson Road.
	On the north side from the west line of Hudson Road west a distance of 200 feet.

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

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

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

Algonquin Drive	On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east.
Balboa Street	On the north side from the west line of South Main Street to a point 403 feet west of the west line of South Main Street.
	On the south side from the west line of South Main Street to a point 119 feet west of the west line of South Main Street.
Barkwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Barnett Drive	On the west side from the south curb line of Crescent Drive south to the north curb line of West Twelfth Street.
	On the east side from a point 150 feet north of the north curb line of West Fourth Street north to a point 50 feet north thereof.
	On the east side from the north curb line of West Twelfth Street north a distance of 60 feet.
Barrington Drive	On the west, south and east sides of Barrington Drive from the south line of West Eighth Street south, east and north to the south edge of the cul-de-sac.
Bicentennial Drive	On both sides of said street from Cedar Heights Drive west a distance of 500 feet.
Big Woods Road	On both sides from Independence Avenue to the north city limits.
Birch Street	On the east side from Grand Boulevard to Rainbow Drive.
Birdsall Drive (East)	On the north side from Birdsall Drive east to the end of the street.
Blair Ridge Road	On the west side from Wild Horse Drive north to the end of the street.
Bluegrass Circle	Along the outside edge from the east curb line of the north intersection with Prairie Parkway to the east curb line of the south intersection with Prairie Parkway.
Bluff Street	On the east side from the south curb line of East Ninth Street south to a point 70

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

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

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

	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On the east side from a point 35 feet south of the south curb line of West Third Street south a distance of 100 feet, parking shall be limited to two hours during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from a point 15 feet north of the point where the north edge of the driveway entrance to the private parking lot at 415 Clay Street intersects the west curb line of Clay Street, south to the north curb line of West Fifth Street.
	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the west side from a point 41 feet north of the north curb line of West Sixth Street north a distance of 100 feet, parking shall be limited to 30 minutes during the hours of 8:00 a.m. to 5:00 p.m. daily.
	On the east side from a point 41 feet north of the north curb line of West Sixth Street to a point 190 feet north thereof, parking shall be limited to 30 minutes during the hours of 8:00 a.m. to 5:00 p.m. daily.
	On the east side from the south line of Sixth Street to a point 63 feet south thereof, parking shall be limited to 12 minutes during the hours of 8:00 a.m. to

	5:00 p.m. daily.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.
College Street (North)	On the west side from the north curb line of Higby Drive north to the end of the street.
	On the west side from the south curb line of Higby Drive south a distance of 75 feet.
	On the west side from the north curb line of West First Street north a distance of 120 feet.
	On the east side from the north curb line of West First Street north to the north end of the street.
College Street (South)	On the east side from the south curb line of West Fifth Street south to the north curb line of West Sixth Street.
	On both sides from the south curb line of West Sixth Street south a distance of 100 feet.
	On the east side from the south curb line of West Eighth Street south to the north curb line of West 12th Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side from a point 50 feet north of the north curb line of West 18th Street south to the north curb line of West 20th Street.
	On the west side from the south curb line of West 18th Street south a distance of 80 feet.
	On the west side from the north curb line of West 19th Street north a distance of 50 feet.

	On the west side from the south curb line of West 19th Street south a distance of 50 feet.
	On the west side from the north curb line of West 20th Street north a distance of 50 feet.
	On the west side from the south curb line of West 20th Street south to the north curb line of West 22nd Street.
	On the east side from the south curb line of West 21st Street south to the north curb line of West 22nd Street.
	On the west side from the south curb line of West 23rd Street south a distance of 60 feet.
	On the west side from a point 75 feet north of the westerly extension of the north curb line of West Seerley Boulevard south to a point 95 feet north of the north curb line of West 26th Street.
	On the east side from the south curb line of West 23rd Street south to the north curb line of University Avenue.
	On the west side from the south curb line of West 26th Street south to the north curb line of University Avenue.
	On both sides from the south curb line of University Avenue south a distance of 65 feet.
Colorado Road	On the south side from the west curb line of Tucson Drive west to the west end of the cul-de-sac situated about 250 feet west of Dallas Drive.
Columbia Drive	On the north and east sides of Columbia Drive from West 16th Street south and east to College Street.
Cottage Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Cottonwood Lane	On both sides from Garden Avenue east to the end of the street.
Covey Court	On the north side from Quail Ridge Road west to the end of the street.

	On the north side from Quail Ridge Road east to the end of the street.
Crescent Drive	On the south side from the east curb line of Lakeview Drive east to the west curb line of Brentwood Drive
Dallas Drive	On the west side from the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the north curb line of Idaho Street north a distance of 50 feet.
	On the east side from a point 125 feet north of the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the south curb line of Idaho Street south a distance of 25 feet.
Division Street	On the west side from the driveway south of Tenth Street to 11 th Street.
	On the east side of said street from the north line of West Eighth Street a distance of 120 feet north.
	On the west side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the east side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the west side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the east side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the west side from the south curb line of West Eighth Street south a distance of 50 feet.
Drury Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.

Dunkerton Road	On both sides from Center Street to the east city limits.
Eagle Ridge Road	On the west and south sides of Eagle Ridge Road from the intersection of the west curb line of Eagle Ridge Road with the north curb line of Falcon Lane, in a northerly and westerly direction to the southeast edge of the cul-de-sac.
	Around the perimeter of the curb adjacent to the center island of the cul-de-sac located at the west end of Eagle Ridge Road.
East Street	On the west side of East Street from the south curb line of 19th Street a distance of 100 feet south
Ellen Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the east side from the south line of Parkway Avenue south to the north line of First Street.
Erik Road	On the north side between the east curb line of Hudson Road east to the west curb line of Norse Drive.
	On the south side from the east curb line of Hudson Road east a distance of 70 feet.
	On the south side from the west curb line of Norse Drive west a distance of 25 feet.
Feather Ridge Drive	On the north side from Quail Run Lane to Feather Run Trail.
Floral Court	On both sides of the radius of the cul-de-sac.
	On the north side from the east curb line of Merner Avenue to the cul-de-sac.
	On the south side from the east curb line of Merner Avenue to the cul-de-sac, from 1:00 a.m. to 6:00 a.m. each day.
Forrest Road	On the west side from the north curb line of South Park Road north to River Bluff Drive.
Fox View Drive	On the east side from the north curb line of Hunter Drive north to the end of the

	street.
Francis Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
Franklin Street	On both sides from First Street to Sixth Street.
	On both sides from First Street north to the north city limits.
	On the east side between 12th Street and Seerley Boulevard.
	On the west side from the north curb line of 18th Street north a distance of 100 feet.
Frontage roads along the south side of University Avenue	On both sides of the frontage road from the east curb line of Boulder Drive east to the end of said frontage road near the east line of Black Hawk Village, near McClain Drive.
	On both sides of the frontage road from the east curb line of Cedar Heights Drive east to the west curb line of Midway Drive.
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.
Frontage road on the west side of Hudson Road	On both sides from West 31st Street south to the end of the street.
Galloway Avenue	On the east side from Grand Boulevard to Rainbow Drive.
	On the west side from Grand Boulevard a distance of 50 feet south, and from Rainbow Drive a distance of 50 feet north.

Genevieve Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides from the north right-of-way line of First Street north a distance of 132 feet.
	On the northwest side from First Street north to the end of the street.
Gibson Street	On the west side from Rainbow Drive to Grand Boulevard.
Grand Boulevard	On the south side from the east line of East Street east to the west line of Park Drive.
	On the north side from the west line of East Street east to the east line of Scoggin Street.
	On the north side from the west line, extended, of Schreiber Street east to a point 75 feet east of the east line, extended, of Schreiber Street.
	On the north side from the west line, extended, of Birch Street east to a point 65 feet east of the east line, extended, of Birch Street.
	On the north side from the east line of Belle Avenue east to the west line of Park Drive.
	On the north side from the east line of Edwards Street east a distance of 170 feet.
Green Creek Road	On the north and west sides from the east line of Rownd Street east and north to the south line of Greenhill Road.
Greenhill Drive	On the south side from the east curb line of Rownd Street east to the west curb line of Veralta Drive.
Grove Street	On the east side from the south curb line of East Ninth Street to the north curb line of East 12th Street.
Harvest Lane	On the west, north and east sides of the street proceeding west from the eastern intersection of Harvest Lane with Autumn Ridge Road to the western intersection of Harvest Lane with Autumn Ridge Road.

Hawthorne Drive	On the north side from the east curb line of Waterloo Road to the west curb line of Victory Drive.
	On both sides of said street from the centerline of Willow Lane, west a distance of 50 feet.
Hedgewood Circle	On the east side from the north curb line of Boxwood Drive north to the southeast edge of the cul-de-sac.
Heritage Road	On the east and north sides from Bergstrom Boulevard in a southerly and easterly direction to the east end of Heritage Road.
	On the west side from the north line of West Gate Avenue north a distance of 40 feet.
	On the west side from the south line of West Gate Avenue south a distance of 40 feet.
Hickory Lane	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Highland Drive	On the east side from the south curb line of West First Street south a distance of 89 feet.
	On the west side from the south curb line of West First Street south a distance of 54 feet.
Highview Court	On the east side from the south curb line of Rainbow Drive south to the north curb line of Parker Street.
Holmes Drive	On the east side between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, from Fourth Street to the south end.
Hudson Road	On both sides between First Street and the south city limits.
Hunter Drive	On the south side from the east line of Center Street east to the east end of the street.
Ida Street	On both sides of the street from the east curb line of North College Street east to the end of the street.

Idaho Street	On the north side from Dallas Drive to Boulder Drive.
	On the south side of Idaho Street a distance of 25 feet west from the west curb line of Boulder Drive.
Independence Avenue	On both sides from Lincoln Street to Big Woods Road.
Iowa Highway 58/U.S. Highway 218	On both sides of said Highway from Greenhill Road north to the north city limits.
Iowa Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the west side between West Third Street and West 11th Street.
	On the east side from the south curb line of West Fourth Street south a distance of 40 feet.
	On the east side from the north curb line of West Fourth Street north a distance of 40 feet.
	On the east side from the south curb line of West 11th Street south a distance of 40 feet.
	On the east side from the north curb line of West 11th Street north a distance of 40 feet.
	On both sides from the south curb line of West 18th Street south a distance of 40 feet.
Ironwood Drive	On the west side from the north end of Erik Road south and east to the northwest edge of the cul-de-sac.
Irving Street	On the east side from 11th Street to 12th Street.
Jaclyn Street	On the west side from the north curb line of Lantz Avenue north to the end of the street.
Kaspand Place	On the east side from the south line of Pheasant Drive south to the north edge of the cul-de-sac.

Lake Street	On both sides from Central Avenue to Leverage Road.
Lantz (East)	On the north side from Center Street to Jackson Avenue.
Laurie Avenue	On the east side from the south curb line of Grand Boulevard south to the north curb line of Rainbow Drive.
Leversee Road	On the west side from Lincoln Street to the north city limits.
Lilac Lane	On the north side from Boulder Drive to Carlton Drive.
Lincoln Street	On both sides from Main Street east to the city limits.
Lone Tree Road	On both sides from Ford Road to Big Woods Road.
Longview (West)	On both sides from Central Avenue to Center Street.
Madison Street	On the north side from Belle Avenue to Ashland Drive.
	On the south side from the intersection of Belle Avenue east for a distance of 200 feet.
Main Street	On both sides from First Street north to the north end of the river bridge.
	On both sides between Sixth Street and the south city limits, except that parking is allowed from Sixth to 14th Street on Sundays between 7:00 a.m. and 1:00 p.m.
Main Street (North)	On the south side between the existing entrance of Calhoun Manufacturing Company and Second Avenue, between the hours of 8:00 a.m. and 5:00 p.m.
Mandalay Drive	On the north and west sides of the street from the north curb line of Grand Boulevard north and east to the west curb line of Park Drive.
Maplewood Drive	On both sides from Carlton Drive to Boulder Drive.
McClain Drive	On the east side from the south curb line of University Avenue south a distance of 77 feet.
	On the west side from the south curb line of University Avenue south a distance

	of 647 feet.
Meadow View Circle	On the north side from the east curb line of Meadowlark Lane east to the northwest edge of the cul-de-sac.
Meadowlark Lane	On the east side from the south curb line of Erik Road south to the northeast edge of the cul-de-sac.
Melrose Court	On both sides of the street for its entire length, including the entire cul-de-sac.
Melrose Drive	On the north side from Linwood Drive west to Melrose Court.
	On the west side from Royal Drive to Seerley Boulevard from 7:00 a.m. to 5:00 p.m., Monday through Friday.
Merner Avenue	On the east side from the south curb line of West 19th Street south to the north curb line of West 22nd Street.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
	On the west side from the north end of the bridge over Dry Run Creek south to the south end of the bridge.
Nordic Drive	On both sides of said street from Viking Road north to the end of said street.
	On the east side from Viking Road south a distance of 610 feet.
Norse Drive	On the west side from the south curb line of Erik Road south a distance of 25 feet.
North College Street	On the west side from the south line of Higby Drive south 75 feet.
Oak Avenue	On the north side from the north curb line of Madison Street north and west to the east curb line of Ashland Avenue.
Olive Street	On the east side from the south curb line of West First Street south to the south curb line of West 12th Street.
	On the east side from the south curb line of West 16th Street south to the north

	curb line of West 17th Street.
	On the west side from the south curb line of West 18th Street south to a point 75 feet south of the south curb line of West 18th Street.
	On the east side from the south curb line of West 18th Street south to the north curb line of West 21st Street.
Orchard Drive	On the south side from South Main Street Road to Rownd Street, between the hours of 7:00 a.m. and 6:00 p.m., on weekdays only, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are observed.
	On the south side from Veralta Drive to Chapman Court.
Panther Lane	On the east side from University Avenue to Starview Drive.
	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.
Park Drive	On both sides from Rainbow Drive to Park Circle.
Parker Street	On the south side from Belle Avenue to Victory Drive.
Parrish Street	On the east side from Rainbow Drive to West Winter Ridge Road.
Pearl Street	On the east side between First Street and Third Street.
	On the west side between First Street and a point 35 feet south of the south line of First Street.
	On the east side between the south curb line of West Eighth Street to the north curb line of West 11th Street.
Pendleton Drive	On the east and north sides from Quail Hollow Lane north and west to Lexington Drive.

Pheasant Drive	For a distance of 120 feet east of the centerline of the jog in Pheasant Drive and for a distance of 120 feet west of the center of the jog in Pheasant Drive.
Quail Hollow Lane	On the north side from Quail Run Lane west to the end of the street.
Quail Ridge Road	On the west side from West 12th Street south to Quail Hollow Lane.
Quail Run Lane	On the west side from Quail Ridge Road south to Quail Hollow Lane.
Rainbow Drive	On both sides from Waterloo Road to the east city limits.
Ravine Drive	On both sides from the north curb line of Forrest Road north to the south curb line of Willow Avenue.
Ridgeway Lane	On the west side from the east curb line of Merner Avenue east to the west curb line of Columbia Drive.
River Ridge Lane	On the north side from the west curb line of River Ridge Road north and west to the northeast edge of the cul-de-sac.
River Ridge Road	On the east, north and west sides from the easterly intersection of River Ridge Road with Timberledge Drive, northwest, west, and south to the westerly intersection with Timberledge Drive.
Rownd Street	On both sides from Rainbow Drive to Sunnyside Drive.
	On the east side from Sunnyside Drive to Greenhill Road.
	On both sides from Rainbow Drive to Sunnyside Drive except that parking is allowed from a point 60 feet south of Rainbow Drive on the west side of said street on Sundays between 8:00 a.m. and 1:00 p.m.
	On the east side from Sunnyside Drive to Greenhill Road.
	On the west side from the north line of Primrose Drive north a distance of 20 feet.
	Anywhere within the vehicle drop-off lane located on the west side of Rownd Street adjacent to Orchard Hill School, from a point 141 feet north of the north curb line of Valley High Drive north to a point 365 feet north of the north curb

	line of Valley High Drive, except that parking is permitted in the angle parking area east of the raised curb which separates the vehicle drop-off lane from the traveled portion of Rownd Street.
First Street (West)	On both sides between Main Street and the west city limits.
	On the west side from the south line of Primrose Drive south a distance of 40 feet.
Royal Drive	On both sides from Waterloo Road to Melrose Drive.
Russell Drive	On the east side from the south curb line of Sunnyside Drive south to the north curb line of Hawthorne Drive.
Sandahlwood Circle	From the intersection of the north curb line of Pheasant Drive with the west curb line of the east leg of Sandahlwood Circle, along such curb line of Sandahlwood Circle in a northerly, westerly and southerly direction to the intersection of the north curb line of Pheasant Drive with the east curb line of the west leg of Sandahlwood Circle.
Scenic Drive	On both sides from Cottonwood Lane north to the end of the street.
	On the east side from the south curb line of Cadillac Drive south to the north curb line of Sunray Drive.
	On the west side from the south curb line of Cadillac Drive south a distance of 250 feet, from 10:00 p.m. to 6:00 a.m. daily.
Schreiber Street	On the east side from the south end of the street north to the south curb line of Grand Boulevard.
	On the west side from the south end of the street north a distance of 70 feet.
Scoggin Street	On the east side from the north curb line of Newman Avenue north to the south curb line of Grand Boulevard.
Seerley Boulevard	On both sides between Clay Street and Valley Park Drive.
Shady Lane	On the east side from the north curb line of Terrace Drive north and east to the south curb line of Loma Street.

South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south a distance of 240 feet.
Springbrook Drive	On the north side from Starview Drive east to Panther Lane.
Spruce Hills Drive	On the west and south sides, from the south curb line of Westgate Avenue to the west curb line of Estate Drive.
Starbeck Circle	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, along the north curb line of Starbeck Circle in a southwesterly, southerly, easterly and northeasterly direction to the intersection of the west right-of-way line, extended, of Panther Lane with the south leg of Starbeck Circle.
	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, southwest along the south curb line of Starbeck Circle a distance of approximately 545 feet, between 8:00 a.m. to 5:00 p.m. Monday through Friday.
Starview Drive	On the east side from the north curb line of Brookside Drive north to a point 240 feet north of the north curb line of Springbrook Drive.
	On the north, northwesterly and west sides of the street from the west curb line of Panther Lane in a westerly, southwesterly and southerly direction to a point 140 feet north of the north curb line of Springbrook Drive.
State Street	On the east side from the south curb line of East Seventh Street to the north curb line of East 18th Street.
	On the west side from the south curb line of East Second <u>Fourth</u> Street to the north curb line of Waterloo Road.
Summit Drive	On both sides from the north curb line of West 18th Street north a distance of 100 feet.

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	On the west side from the south curb line of West 18th Street south to the north curb line of West 19th Street.
	On the east side from the south curb line of West 18th Street south a distance of 50 feet.
	On the east side from the north curb line of West 1 th Street north a distance of 50 feet.
Terrace Drive	On the north side from Cedar Heights Drive to a point 400 feet west of Neola Street.
	On the south side a distance of 165 feet west of the west line of Neola Street.
Timber Drive	On the east and north sides from the north curb line of Grand Boulevard north and west to the south curb line of Greenwood Avenue.
Timberledge Drive	On the north side from the east curb line of the westerly intersection of Timberledge Drive and River Ridge Road east to the west curb line of Westwood Drive.
Timberledge Place	On the east side from the west curb line of the easterly intersection of Timberledge Drive westerly to the north curb line of the westerly intersection with Timberledge Drive.
Tremont Street	On east side between Seventh Street and Eighth Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side of said street for a distance of 60 feet north of the curb line of 18th Street (West).
	On the east side from the south curb line of West 18th Street south to the north curb line of West 22nd Street.
Tucson Drive	On the west side from University Avenue to Arizona Road.
	On the east side from University Avenue to a point 40 feet south of the south right-of-way line of Idaho Road.

Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
University Avenue	On both sides from the east city limits to the west city limits.
Valley Park Drive	On the west side from the north curb line of University Avenue north a distance of 110 feet.
	On the east side from University Avenue north to Waterloo Road.
Victory Drive	On the west side from the south curb line of Rainbow Drive south a distance of 40 feet.
	On the east side from the south curb line of Rainbow Drive south a distance of 150 feet.
Viking Road	On both sides from the east curb line of Highway 58 east to the west curb line of Cedar Heights Drive.
	On both sides from the west curb line of Highway 58 west to the east curb line of Hudson Road.
	On both sides from the west curb line of Hudson Road west to the west city limits.
Vine Street cul-de-sac	Around the entire length of the cul-de-sac a distance of 240 feet from the north line of the Cedar Street right-of-way.
Virgil Street	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
	On both sides from the north curb line of 13th Street north a distance of 40 feet.
	On the west side from the south curb line of 13th Street south a distance of 60 feet.
	On the east side from the south curb line of 13th Street south a distance of 15

	feet.
Washington Street	On the west side from the north curb line of West Sixth Street north a distance of 35 feet.
	On the east side from 10th Street to 18th Street.
	On the east side from west Sixth Street to West 10th Street, except from 3:00 p.m. Saturday to 1:00 p.m. Sunday.
	On the east side from the West First Street to West Sixth Street.
	On the west side from the north curb line of West Seventh Street north a distance of 100 feet.
Waterloo Road	On both sides from the east curb line of Main Street east to University Avenue.
West Gate Avenue	On the south side from South Main Street to Heritage Road.
	On the north side from the west line of Heritage Road west a distance of 40 feet.
Westminster Drive	On both sides of said street from Nordic Drive to the end of said street.
Whiteway Drive	On both sides for the entire length of the street.
Willow Avenue	On the north side from the west curb line of Ravine Drive west to the east curb line of Westwood Drive.
Winters Drive	On the south side of the east-west portion of Winters Drive from the east edge of the enlarged semi-circular corner east to the east end of the street.
	On the east side of the north-south portion of Winters Drive from the south line of Hunter Drive south to the north edge of the enlarged semi-circular corner.

(Code 2017, § 26-271; Ord. No. 2635, § 1, 11-12-2007; Ord. No. 2659, § 1, 5-12-2008; Ord. No. 2662, § 2, 8-25-2008; Ord. No. 2664, § 3, 9-8-2008; Ord. No. 2666, §§ 1—4, 11-24-2008; Ord. No. 2667, § 1, 12-8-2008; Ord. No. 2670, § 1, 1-26-2009; Ord. No. 2684, § 1, 6-22-2009; Ord. No. 2686, § 1, 7-13-2009; Ord. No. 2689, § 1, 8-10-2009; Ord. No. 2692, § 1, 9-14-2009; Ord. No. 2710, § 1, 6-14-2010; Ord. No. 2720, § 1, 10-25-2010; Ord. No. 2733, §§ 1—10, 2-28-2011;

Ord. No. 2739, §§ 1, 2, 3-28-2011; Ord. No. 2753, § 1, 8-29-2011; Ord. No. 2756, § 1, 12-12-2012[11]; Ord. No. 2768, § 1, 6-11-2012; Ord. No. 2769, § 1, 6-11-2012; Ord. No. 2807, § 1, 3-24-2014; Ord. No. 2811, §§ 1, 2, 5-12-2014; Ord. No. 2829, § 1, 10-6-2014; Ord. No. 2832, §§ 1, 2, 12-1-2014; Ord. No. 2858, § 1, 11-16-2015; Ord. No. 2890, § 1, 12-5-2016; Ord. No. 2893, § 1, 1-16-2017)

Sec. 23-3757. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., south and west sides of street.

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

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.
Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street (West)	From the west line of Pearl Street to the east line of Division Street.
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street (West)	From the west line of Tremont Street to the east line of College Street.
28th Street (West)	From the west line of Walnut Street to the east line of College Street.

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

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

Sec. 23-3768. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., north and east sides of street.

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

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

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

Sec. 23-3779. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., north and east sides of street.

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

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.
Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street	From the east line of Pearl Street to the west line of Division Street.

(West)	
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street (West)	From the west line of Tremont Street to the east line of College Street.
28th Street (West)	From the west line of Walnut Street to the east line of College Street.
Brookside Drive	From the east curb line of Starview Drive east to the west curb line of Panther Lane.
Campus Street	From a point 248 feet south of the south curb line of West 20th Street south to the north curb line of West 22nd Street.
College Street	From a point 65 feet south of the south curb line of University Avenue south to the north curb line of West 29th Street.
Division Street	From a point 120 feet north of the north line of Eighth Street to the south line of Sixth Street.
Ellen Street	From the south curb line of West 7th Street to the north curb line of West 12th Street.
Floral Court	The entire length of the street except the radius of the cul-de-sac.
Iowa Street	From the south line of West 21st Street to the north line of University Avenue.
	From the north line of First Street to the south line of 11th Street.

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

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

Sec. 23-37889. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., south and west sides of street.

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

Street	Portion Where Parking Prohibited

Walnut Street	From the south line of University Avenue to the north line of West 29th Street.
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(Code 2017, § 26-273.1; Ord. No. 2867, § 2, 6-20-2016)

Sec. 23-37984. Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section. ~~unless the vehicle so parked displays a vehicle parking permit on the driver's side rear window. A vehicle so displaying such parking permit shall be allowed unlimited parking on the portions where parking is limited on 3rd Street (West), Clay Street and Washington Street.~~

Street	Portion Where Parking Limited
Third Street (West)	On the north side from a point 21 feet west of the west line of Washington Street to the east line of Clay Street, parking shall be marked off into stalls and limited to a 30-minute period.
	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
Fourth Street (East)	On the north side, from State Street to a point 300 feet east of the east line of State Street, parking shall be limited to a 30-minute period.
23rd Street (West)	On the north side, between the east line of Merner Avenue and the west side of Campus Street, parking shall be marked off in parking stalls and limited to a one-hour period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.
	On the west side from a point 48 feet south of the south curb line of West Fourth Street south to a point 15 feet north of the point where the north edge of the driveway entrance from the private parking lot at 415 Clay Street intersects the west curb line of

	Clay Street, parking shall be limited to a two-hour period between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
College Street	On the east side, from the south curb line of West 20th Street south to the north curb line of 21st Street, parking shall be limited to a two-hour period.
College Street (South)	On the east side, from the south curb line of West 20th Street south to the north curb line of West 22nd Street, parking shall be limited to a two-hour period.
	On the west side, from the south curb line of West 20th Street to a point 40 feet north of the north curb line of West 22nd Street, parking shall be limited to a two-hour period.
Washington Street	On the west side, from a point 40 feet north of the north line of West Third Street to a point 64 feet north of West Third Street, parking shall be limited to a 30-minute period.

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

Sec. 23-3802. All-night parking prohibited on specific streets.

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

Street	Portion Where Parking Prohibited
Second Street	On both sides between State Street and Washington Street.
Third Street	On both sides between State Street and Washington Street.
Fourth Street	On both sides between State Street and Washington Street.
23rd Street (West)	On both sides, between College Street and Merner Avenue.
	On the south side between Merner Avenue and Minnesota Street.
31st Street (West)	On the south side between Hudson Road and a point 1,300 feet west of Hudson

	Road.
College Street	On both sides between 20th Street and 23rd Street.
Main Street	On both sides between First Street and Fifth Street.
	On the west side between Fifth Street and Sixth Street.
Washington Street	On the west side between Second Street and Fourth Street.

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

Sec. 23-3813. Angle parking zones.

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

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

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

Sec. 23-3824. Loading zones on specific streets.

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be ~~curb~~-loading zones at all times if unspecified in this section, or if specified in this section, only during the listed times. No vehicle shall park or stand in a ~~curb~~-loading zone, other than while actually engaged in the loading or unloading of passengers or materials. Time limits for loading or unloading in loading zones may be established by proper signpost. Exceeding such posted time limits shall be a violation of this section. ~~When signs are erected giving notice thereof, no person shall park or stand a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section or signposted.~~

Street	Portion Where Parking Limited
Second Street (East)	Loading zone: On the south side beginning at a point 30 feet west of the west curb line of the north-south alley that is between State Street and Main Street and extending west to a point 54 feet west of the west curb line.
Third Street (West)	Loading zone: On the south side from a point 85 feet west of the west line of Clay Street to a point 109 feet west of the west line of Clay Street.

Fourth Street (East)	Loading zone: From the east line of the north-south alley between Main Street and State Street and extending to a point 28 feet east of the alley line.
Fourth Street (West)	Bus stop zone: On the north side from a point 74 feet east of the east line of the alley between Washington Street and Main Street east to Main Street; and on the south side from the east line of the alley between Washington Street and Main Street to a point 48 feet east of the east line of the alley.
<u>Fourth Street (West)</u>	Loading zone: From a point 100 feet east of the centerline of Francis Street to a point east of the centerline of Francis Street.
Fifth Street (West)	Loading Zone: On the south side from the west line of Main Street west a distance of 140 feet, from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
Seventh Street (West)	Loading zone: On the north side from the east curb line of Washington Street east a distance of 112 feet during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.
Eighth Street (West)	Loading zone: On the south side from the east line of Tremont Street to a point 65 feet east of the east line of Tremont Street.
<u>Eighth Street (West)</u>	Loading zone: On the north side from a point 203.5 feet east of the centerline of Barrington Drive, thence a distance of 150 feet east, from 8:00 a.m. to 4:00 p.m., Monday through Friday.
Ninth Street (East)	Loading zone: On the south side from a point 59 feet east of the east right-of-way line, thence east 40 feet.
20th Street (West)	Loading zone: On the south side, commencing at the east right-of-way line of College Street and extending 55 feet east.
22nd Street (West)	Loading zone: On the north side commencing 160 feet west of College Street and continuing west a distance of 81 feet.
23rd Street (West)	Loading zone: On the north side from the west line of College Street to a point 95 feet west thereof.
Clay Street	Loading zone: On the east side commencing at a point 63 feet south of the south curb line of Sixth Street and extending south 36 feet.
<u>Clay Street</u>	Loading zone: On the east side beginning at a point 77 feet north of the north line of

	Ninth Street and extending to a point 117 feet north of the north line of Ninth Street.
	On the west side between Third Street (west) and Fourth Street (west) commencing at the south line of the driveway and continuing south for a distance of 35 feet.
Dallas Drive	Loading zone: On the east side from a point 50 feet north of the north curb line of Idaho Street north a distance of 30 feet.
<u>Dallas Drive</u>	Loading zone: On the east side from a point 100 feet north of the north curb line of Idaho Street north a distance of 25 feet.
Grand Boulevard	Loading zone: On the south side commencing at a point 188 feet west of the centerline of Park Drive and extending to a point 245 feet west of the centerline of Park Drive.
Main Street	Loading zone: On the east side of said street from a point 145 feet south of the centerline on Ninth Street a distance of 50 feet south.
Rownd Street	On the west side from a point 380 feet north of the north curb line of Valley High Drive to a point 520 feet north of the north curb line of Valley High Drive from 8:30 a.m. to 9:00 a.m. Monday through Friday; from 3:15 p.m. to 3:45 p.m. on Monday, Tuesday, Thursday and Friday; and from 2:00 p.m. to 2:30 p.m. on Wednesday.
Seerley Boulevard	Loading Zone: On the north side from a point 133 feet west of the west line of Melrose Drive west a distance of 250 feet, from 6:00 a.m. to 6:00 p.m., Monday through Friday.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
<u>Walnut Street</u>	Loading Zone: On the east side commencing at a point 15 feet south of the south curb line of West 13th Street south a distance of 45 feet.
Washington Street	Loading zone: On the west side commencing at a point 99 feet north of the north curb line of Eighth Street at its intersection with Washington Street and continuing north a distance of 46 feet.
<u>Washington Street</u>	Loading zone: One the west side commencing at the north curb line of Eighth Street at its intersection with Washington Street north a distance of 99 feet during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.

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

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

Sec. 23-3835. School bus loading and unloading zones.

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

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

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

Sec. 23-3846. Restricting parking in a loading zone.

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

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

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

Sec. 23-3857. Lamps on parked vehicles.

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

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

Sec. 23-3868. Prohibited parking during snow removal.

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

parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.

(d) Priority snow removal routes are designated as follows:

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

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

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

Sec. 23-3879. Fire lanes.

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

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

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

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

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

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

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

Secs. 23-~~38890~~—23-406. Reserved.

DIVISION 2. PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS
METERS/PAY STATION/METER AND OTHER PARKING FACILITIES

Sec. 23-407. Definitions.

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

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

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

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

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

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

Parking enforcement district meter zone ~~means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where ny restricted street parking is enforced or municipal parking lot upon which parking meters/pay station/meter are installed and in operation.~~

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

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

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

(Code 2017, § 26-291)

Sec. 23-408. Rights reserved by city.

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

(Code 2017, § 26-293)

Sec. 23-409. Supervision of parking ~~operations pay station/meters.~~

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

(Code 2017, § 26-294)

Sec. 23-410. Use of parking ~~enforcement district pay station/meter zones~~ for loading and unloading.

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

(Code 2017, § 26-296)

Sec. 23-4114110. – Parking districts described.

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

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

(b) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

Sec. 23-4124. Drop off/Pick up zones on specific streets in a parking enforcement district.

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

<u>Street</u>	<u>Portion Where Parking Limited</u>
<u>Second Street (East)</u>	<u>Drop off/ Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.</u>
<u>Second Street</u>	<u>Drop off/ Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.</u>

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<u>(West)</u>	
<u>Third Street (East)</u>	<u>Drop off/ Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.</u>
<u>Third Street (West)</u>	<u>Drop off/ Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.</u>
<u>Third Street (West)</u>	<u>Drop off/ Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.</u>
<u>Fourth Street (East)</u>	<u>Drop off/ Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.</u>
<u>Fourth Street (West)</u>	<u>Drop off/ Pick up Zone: On the north side 40 feet west of the Main Street line to a point 50 feet west of the Main Street line.</u>
<u>Fifth Street (West)</u>	<u>Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.</u>
<u>Sixth Street</u>	<u>Drop of/ Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.</u>
<u>Clay Street</u>	<u>Drop off/ Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.</u>
<u>Clay Street</u>	<u>Drop off/ Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.</u>
<u>Main Street</u>	<u>Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.</u>
<u>State Street</u>	<u>Drop off/Pick up Zone: On the west side from a point 20' south of the south line of Second Street to 40' south of the south line of Second Street.</u>

Sec. 23-411. — Parking meter zones described.

- (a) ~~The following named and described lots, areas, streets or portions of streets, lying within the corporate limits of the city, shall constitute a parking meter zone:~~
- ~~(1) Second Street from State Street to Clay Street.~~
 - ~~(2) Third Street from State Street to Clay Street.~~
 - ~~(3) Fourth Street from State Street to Washington Street.~~
 - ~~(4) Fifth Street from Main Street to Washington Street.~~
 - ~~(5) 23rd Street from Colloge Street to Merner Avenue.~~
 - ~~(6) Colloge Street from 22nd Street to 23rd Street.~~
 - ~~(7) Main Street from First Street to Sixth Street.~~
 - ~~(8) Washington Street from First Street to Fifth Street.~~
- (b) ~~The following described municipal parking lots shall constitute a parking meter zone:~~
- ~~(1) A parcel of land situated in lots 46, 47 and 48 of Auditor Rainbow's Plat No. 3 in the city, to be known as lot G, being more particularly described as follows:
 - ~~a. Lot 46 of the plat, except the west 90.72 feet thereof.~~
 - ~~b. Lot 47 of the plat, except the east 143 feet thereof.~~
 - ~~c. Lot 48 of the plat, except the west 11 feet thereof, and except the part described as follows: beginning at the southeast corner of lot 48; thence west along the south line a distance of 116.25 feet; thence north and parallel to the east line a distance of 47.05 feet; thence northwesterly a distance of 53.5 feet more or less to the southwest corner of the east 143 feet of the north 22.5 feet of lot 48; thence north and parallel to the east line 22.5 feet to the north line of lot 48; thence east along the north line a distance of 143 feet to the northeast corner of lot 48; thence south along the east line a distance of 115.5 feet to the place of beginning, and except Parcel "B" of Plat of Survey Document #2005-20107.~~
 - ~~d. Parcel "A" of Plat of Survey Document #2005-20107, being part of Lot No. 46 in Auditor Rainbow's Plat No. 3.~~
 - ~~e. Parcel "B" of Plat of Survey Document #2005-20107, being part of Lot No. 48 in Auditor Rainbow's Plat No. 3. (Leased from University Book & Supply.)~~~~
 - ~~(2) Lots 1, 2 and 3 in block 9 in Normal Addition to the city, and lots 2, 3 and 9, except the 12 feet of lot 9, in Auditor's Plat No. 18, to be known as lot J.~~
 - ~~(3) Lots 5, 6 and 7, fractional block east of Block 11, in the Original Plat of the city, to be known as lot A.~~
 - ~~(4) Lot 7 except the west 44 feet thereof and except the south 33 feet thereof, also Lot 8 except the west 44 feet thereof, all in Block 2, Original Plat of the city, to be known as lot B.~~
 - ~~(5) Lot 3 and Lot 4 in Block 5, Original Plat of the city, to be known as lot C.~~
 - ~~(6) Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Mill Square Addition to Cedar Falls, Iowa and that part of lots 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and Race Street in Auditor's Mill Company Plat, Cedar Falls, Iowa lying westerly and southwesterly of a line described as commencing at a point on the south line of said Lot 6 which is 9.0 feet east of the southwest corner of said Lot 6; thence north parallel with the west line of said Lot 6 a distance of 54.7 feet; thence northwesterly along a line which is 16.0 feet northeasterly from and parallel with the northeasterly line of said Lots 8 and 9 a distance of 197.7 feet to a point on the northerly extension of the west line of said Lot 8 which is 141.2 feet north of the southwest corner of said Lot 8; thence north along the northerly extension of said Lot 8 a distance of 78.8 feet to a the~~

~~southerly right-of-way line of Iowa Highway 57 (formerly U.S. Highway 20), to be known as lot D.~~

~~(7) Lots 7 and Lot 8 in Block 3, Original Plat of the city, to be known as lot H.~~

~~(8) The east 25.0 feet of the north 55.0 feet of Lot 7, Block 13 of Railroad Addition to the city, to be known as lot M.~~

~~(9) The east five rods of Lot 4 in Normal Plat and all of Lot 4 in Block 8 of Normal Addition to the city, to be known as lot N.~~

~~(10) That part of vacated West Twenty-third Street in Auditor's Plat No. 18 and in Normal Addition lying east of the east line of College Street and west of the west line of Olive Street, all in the city, to be known as lot O.~~

~~(c) All frontage in the squares, streets or avenues defining zones are to be included therein.~~

~~(Code 2017, § 26-297; Ord. No. 2691, § 1, 7-27-2009; Ord. No. 2699, § 1, 11-23-2009; Ord. No. 2705, § 6, 2-22-2010)~~

Sec. 23-4132. Parking time limits in parking enforcement districts and in parking pay station/meter zones.

~~(1a) Parking is prohibited in a municipal lot unless the operator of the vehicle is permitted to do so by purchasing a city issued permit or pays for parking at or by means of a parking meter/pay station. Parking or standing a vehicle in a designated parking space in a parking meter zone shall be lawful as follows:~~

~~(1) One hour spaces and two hour spaces in parking lot J: one hour for deposit of \$0.25.~~

~~(2) Ten hour spaces in lots A, B, C, D and H: one hour for deposit of \$0.10.~~

~~(2b) In parking meter zones, the meters shall be marked to permit a maximum length of parking of one hour, two hours or ten hours. Parking time limits in parking pay station/meter zones shall be established by the city council. When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited and enforced able with operation between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are officially observed by the city.~~

~~(3) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~

~~(c) Parking meters shall be operated in the parking meter zones between the hours of 9:00 a.m. and 5:00 p.m. of each weekday.~~

~~(d) The provisions of this section shall not apply on weekends or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas, or the days on which such holidays are officially observed.~~

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

Sec. 23-413. — Installation of parking meters.

~~In parking meter zones, the council shall cause parking meters to be installed upon the curb or sidewalks immediately adjacent to the parking spaces provided for in section 23-411. Such installation shall be placed not more than two feet from the curb and not more than four feet from the front or rear line of the parking space as indicated.~~

~~(Code 2017, § 26-299)~~

Sec. 23-414. — Display of signals on parking meters.

~~Every parking meter shall be so set that it shall display a signal showing the legal parking time upon the deposit of the appropriate coin, lawful money of the United States of America, for the period of time prescribed by this division. Each device shall be so arranged that, upon the expiration of the lawful time limit, it will indicate by a proper visible signal that the lawful parking period has expired, and in such cases the right of such vehicle to occupy such space shall cease and the operator, owner, possessor or manager thereof shall be subject to the penalties provided in this division.~~

~~(Code 2017, § 26-300)~~

Sec. 23-415. — Operation of parking meters.

~~(a) — Except in a period of emergency determined by an officer of the fire operations division or police operations division, or in compliance with the directions of a police officer or traffic control sign or signal, when any vehicle is parked in any parking space alongside of or next to a parking meter, the operator of such vehicle shall, upon entering such parking meter space, immediately deposit or cause to be deposited in such meter the proper coin of the United States as is required for such parking meter and as is designated by proper directions on the meter. When required by the directions on the meter, the operator of such vehicle, after the deposit of the proper coin, shall also set the timing mechanism in operation on such meter in accordance with directions properly appearing thereon. Failure to deposit such proper coin and to set the timing mechanism in operation when so required shall constitute a violation of this division.~~

~~(b) — Upon the deposit of such coin, and the setting of the timing mechanism in operation when so required, the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which such parking space is located, provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant in the space shall not be required to deposit a coin so long as his occupancy of such space does not exceed the indicated unused parking time. If such vehicle shall remain parked in any such parking space beyond the parking time limit set for such parking space, or if the meter shall indicate such illegal parking, then such vehicle shall be considered as parking overtime and beyond the period of legal parking time, and such parking shall be deemed a violation of this division.~~

~~(Code 2017, § 26-301)~~

Sec. 23-414~~36~~. Use of funds collected from parking operations and enforcement pay station/meters.

(a) Funds derived from the operation and enforcement of parking pay station/meters shall be used for the following purposes and none other:

- (1) Payment of the cost of acquisition, ~~and installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws~~ pay station/meters purchased.
 - ~~(2) Payment of the cost of maintenance and repair of pay station/meters, the collection of meter taxes, and the enforcement of traffic parking laws in the parking pay station/meter district zones.~~
 - ~~(3) Payment of the purchase and installation costs of other parking or traffic control devices, installed on such portions of streets as are equipped with parking meters.~~
 - (24) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, ~~within 0.4 mile of the metered portion of the streets within the pay station/meter district zone,~~ and widening or altering the streets within the pay station/meter zone ~~district or within two blocks thereof~~ to provide additional parking facilities.
 - (35) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement ~~the operations of parking pay station/meters or other similar devices~~ not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Code 2017, § 26-302)

Sec. 23-41547. Parking pay station/meter violations.

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

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased for any parking pay station/meter zone, or to deposit in any parking pay station/meter any coin for the purpose of parking beyond the maximum legal parking time for the particular parking pay station/meter zone.
- (2) Permit any vehicle to remain or be placed in a parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period prescribed for such parking space.
 - ~~a. Each consecutive 45-minute period during one calendar day that a vehicle remains illegally parked, as provided in this subsection, at a meter with a maximum time limit of 45 minutes, shall constitute a separate and distinct offense. The first offense shall terminate 45 minutes after the time a ticket charging the offense is issued, which time shall be noted on the ticket, and a separate and new offense shall occur during each 45-minute period thereafter.~~
 - ~~b. Each consecutive one hour during one calendar day that a vehicle remains illegally parked, as provided in this subsection, at a meter with a maximum time limit of one hour or more, shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a ticket charging the offense is issued, which time shall be noted on the ticket, and a separate and new offense shall occur during each one-hour period thereafter.~~
- (3) Park any vehicle across any line or marking of a parking pay station/meter space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.

(4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking ~~equipment or device pay station/meter~~ installed under the provisions of this division. ~~Violation of this provision shall be considered a simple misdemeanor as provided for in Section 23-23.~~

~~(5) Deposit or cause to be deposited in any parking meter any slugs, device or substance or other substitute for lawful coins.~~

~~(56) Back any vehicle into a parking meter space where angle or straight in parking is provided. The fronts of all vehicles shall be headed in towards the parking meter.~~

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

Sec. 23-41658. Notice of parking ~~pay station/meter~~ violation.

~~The parking meter attendants or police officers~~ ~~public safety department, parking enforcement personnel, or their designees~~ of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Code 2017, § 26-304)

Sec. 23-41769. Report of parking ~~pay station/meter~~ violations.

It shall be the duty of the ~~parking attendants and the police officers~~ ~~public safety department, parking enforcement personnel, or their designees~~ of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The ~~location of the vehicle that number of each parking pay station/meter which indicates that the vehicle occupying the parking space adjacent to such parking pay station/meter~~ is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.
- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

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

~~Sec. 23-420. Evidence of parking meter violation.~~

~~All parking is prohibited in any parking space where a meter is installed which displays a signal showing that parking is not permitted, unless the deposit of a coin is made as provided in this division. The fact that a vehicle is in an individual parking space when the time signal on the parking meter shows that no parking shall be permitted unless the deposit of a proper coin is made as provided in this division shall be deemed prima facie evidence of the unlawful parking of such motor vehicle by its operator or owner.~~

(Code 2017, § 26-306)

Sec. 23-4181721. Fines for parking pay station/meter violations.

(a) ~~Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of violation, the fine shall be increased to \$15.00. The following is the schedule of fines for parking meter and other violations as described in sections 23-417(1) (3), and (6); and 23-356.~~

~~(1) The fine is \$10.00, payable to the city.~~

~~(2) If the fine is not paid within 30 days from the date of the notice of the violation, the fine shall be increased to \$15.00.~~

~~(b) The schedule of fines for violations as described in sections 23-417(4) and (5) shall be the penalty provided in section 23-23.~~

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

~~Sec. 23-422. Maximum parking time in non-metered spaces in municipal lots; maximum parking time when parking meter is missing.~~

~~(a) Except as otherwise expressly provided for with respect to municipal lot G in section 23-427, in all municipally owned or leased off-street parking lots not metered as provided in this division, or any portion thereof that is not equipped with parking meters, there is hereby ordered and declared a 24-hour limit of parking for each vehicle; except that, for municipal lots A, B, C, D, and the north two rows of parking lot H, consisting of 17 spaces, there is hereby ordered a total four-hour limit of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m. The provisions of this section shall not apply on weekends or the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are officially observed.~~

~~(b) If any parking meter is missing from a parking space within an area included in the parking meter zone described in section 23-411, there is hereby declared a total four-hour limit of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on holidays as stated in subsection (a) of this section.~~

~~(Code 2017, § 26-308; Ord. No. 2722, § 2, 12-13-2010)~~

Sec. 23-423. Manner of parking in nonmetered municipal lots.

~~In any municipally owned or leased nonmetered off-street parking lot having parking designated by sign or line or marker, it shall be unlawful to park any vehicle across any line or marker of a particular parking space or in such position that the vehicle is not entirely within the area designated by such lines or markers. No vehicle shall be backed into an individual diagonal parking space. The front of all vehicles shall be headed into all such diagonal parking spaces. Vehicles may be backed into individual parking spaces which are not diagonal parking spaces.~~

~~(Code 2017, § 26-309; Ord. No. 2370, § 1, 4-9-2002)~~

Sec. 23-424. Fine for violation of section 23-422 or 23-423.

~~The fine for a violation of section 23-422 or 23-223 shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.~~

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~~(Code 2017, § 26-310; Ord. No. 2722, § 3, 12-13-2010)~~

Sec. 23-4191825. Daily, monthly and annual parking permits for municipal parking lots or parking facilities.

(a) ~~Generally. In all municipally owned or leased off-street parking lots, pay station/metered or unmetered, except all of parking lot O, and except in the north two rows of parking lot H consisting of 17 spaces,~~ The owner or operator of a motor vehicle may obtain a ~~daily, monthly or annual~~ parking permit for use in the off-street ~~municipal~~ parking lots or facilities. ~~Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council.~~ The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle ~~unless the owner or operator of the vehicle has registered the license plate of the vehicle currently utilizing the permit with the parking enforcement agency designated by the city. The daily parking fee, monthly parking fee and annual parking fee shall be as established from time to time by resolution of the city council.~~ The purchase and proper display ~~of a parking permit,~~ as required in this subsection, ~~of a daily, monthly or annual parking permit~~ shall entitle the motor vehicle to be parked in the ~~designated~~ off-street municipal parking lot ~~or facilities for a period of up to 48 consecutive hours, except in all of parking lot O, and except in the north two rows of parking lot H consisting of 17 spaces,~~ without penalty for overtime parking.

~~(b) Persons 62 years of age or older. In all municipally owned or leased off-street unmetered parking lots, except in all of parking lot O, and except in the north two rows of parking lot H consisting of 17 spaces, the owner or operator of a motor vehicle who is 62 years of age or older may obtain an annual parking permit for use in the off-street parking facilities upon payment of a fee per year as established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle. The person 62 years of age or over seeking the annual parking lot permit may obtain the permit by presenting proof of age to the city clerk. The parking permit shall be valid for the calendar year in which the permit is obtained. The acquisition and proper display, as required in this subsection, of the annual parking permit shall entitle the motor vehicle to be parked in the off-street unmetered parking lots, except in parking lot O, and except in the north two rows of parking lot H consisting of 17 spaces, without penalty for overtime parking.~~

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

Sec. 23-4201926. Two-hour limit on parking in certain parking spaces on certain streets.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and ~~85:00~~ 8:00 p.m., except on ~~holidays as stated in section 23-422(a)~~ the following named holidays: ~~New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day,~~ on the following streets or portions of streets within the city:

- ~~(1) Second Street from State Street to Clay Street.~~
- ~~(2) Third Street from State Street to Clay Street.~~
- ~~(3) Fourth Street from State Street to Washington Street.~~
- ~~(4) Fifth Street from State Street to Washington Street.~~
- (15) Main Street from First Street to Sixth Street.
- ~~(6) State Street from Second Street to Fourth Street.~~
- ~~(7) Washington Street from First Street to Fifth Street.~~

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

~~(b) The parking meterspay station/meter adjacent to the parking spaces on the streets or portions of streets designated in subsection (a) of this section are hereby withdrawn from operation as parking meterspay station/meter, and the provisions of section 23-412(c) and sections 23-413 through 23-415 shall not be applicable thereto, the provisions of those sections to the contrary notwithstanding.~~

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

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

Sec. 23-~~42120~~ 431. Three-hour limit on parking in certain parking spaces on certain streets.

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

(1) Second Street from State Street to Clay Street.

(2) Third Street from State Street to Clay Street.

(3) Fourth Street from State Street to Washington Street.

(4) Fifth Street from State Street to Washington Street.

(6) State Street from Second Street to Fourth Street.

(7) Washington Street from First Street to Sixth Street.

(8) Sixth Street from Wash ington Street west to the alley between Clay Street and Washington Street.

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

citation~~ticket~~, and a separate and new offense shall occur during each three-hour period thereafter.

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

Sec. 23-422~~17~~. Two-hour limit on parking in municipal lots G, M and N and on certain portions of College Street and 23rd Street.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on ~~holidays~~ the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as stated in section 23-422(a), in the following places:

- (1) Anywhere within municipal lots G, M and N.
- (2) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

~~(3)~~ Each consecutive two-hour minute period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after a citation~~ticket~~ charging the offense is issued, which time shall be noted on the citation~~ticket~~, and a separate and new offense shall occur during each two-hour period thereafter.

~~(b) The parking meterspay station/meter adjacent to the parking spaces in municipal lots G, M and N and on the portions of the streets designated in subsection (a) of this section are hereby withdrawn from operation as parking meterspay station/meter, and the provisions of sections 23-412 through 23-415 shall not be applicable thereto, the provisions of those sections to the contrary notwithstanding.~~

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

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

Sec. 23-423~~28~~. One-hour limit on parking in certain parking spaces on certain portions of 23rd Street and College Street.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day~~holidays as stated in section 23-422(a)~~, on the following portions of streets within the city:

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

~~(3)~~—Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a ~~citation~~~~ticket~~ charging the offense is issued, which time shall be noted on the ~~citation~~~~ticket~~, and a separate and new offense shall occur during each one-hour period thereafter.

~~(b)~~—The parking meters~~pay station/meter~~ adjacent to the parking spaces on the portions of the streets designated in subsection (a) of this section are hereby withdrawn from operation as parking meters~~pay station/meter~~, and the provisions of sections 23-412 through 23-415 shall not be applicable thereto, the provisions of those sections to the contrary notwithstanding.

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

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

Sec. 23-42439. One-hour limit on parking in municipal lot O.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on ~~the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day~~ ~~as stated in subsection 23-422(a)~~, on the following portions of streets within the city:

(1) Anywhere within municipal lot O.

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

~~(b)~~—The parking meters~~pay station/meter~~ adjacent to the parking spaces in what is now municipal lot O designated in subsection (a) of this section are hereby withdrawn from operation as parking meters~~pay station/meter~~, and the provisions of sections 23-412, 23-413, 23-414, and 23-415 shall not be applicable thereto, the provisions of those sections to the contrary notwithstanding.

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

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

Sec. 23-425430. Parking prohibited in portions of municipal lot G during certain hours.

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

(Code 2017, § 26-316; Ord. No. 2833, § 1, 12-1-2014; Secs. 23-42531—23-458. Reserved.

~~Sec. 23-431. — Three-hour limit on parking in certain parking spaces on certain streets.~~

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

~~(1) — Second Street from State Street to Clay Street.~~

~~(2) — Third Street from State Street to Clay Street.~~

~~(3) — Fourth Street from State Street to Washington Street.~~

~~(4) — Fifth Street from State Street to Washington Street.~~

~~(6) — State Street from Second Street to Fourth Street.~~

~~(7) — Washington Street from First Street to Sixth Street.~~

~~(8) — Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.~~

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

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk