AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 07, 2021
7:00 PM AT CITY HALL

The City is providing in-person and electronic options for this meeting in accordance with the Governor's Proclamation of Disaster Emergency regarding meetings and hearings. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of August 16, 2021.

Agenda Revisions

Special Presentations

2. Proclamation recognizing September 5-11, 2021 as Suicide Prevention and Recovery Week.

3. Proclamation recognizing September 17-23, 2021 as Constitution Week.

4. Proclamation recognizing September 20-26, 2021 as National Rail Safety Week.

5. Proclamation recognizing September 2021 as National Preparedness Month.

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

Special Order of Business

6. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinance relative to establishing the CD-DT, Downtown Character District.

   a) Receive and file proof of publication of notice of hearing. (Notice published August 27, 2021)

   b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance amending Chapter 26, Zoning, and other associated sections of the Code of Ordinances relative to establishing the CD-DT, Downtown Character District, upon its first consideration.

7. Public hearing on the proposed rezoning of all property within the defined boundaries of the Downtown Character District from current zoning districts and placing the same in the CD-DT, Downtown Character District Zoning District.

a) Receive and file proof of publication of notice of hearing. (Notice published August 27, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance amending Section 26-118 of the Code of Ordinances, by removing all property within the defined boundaries of the Downtown Character District from current zoning districts and placing the same in the CD-DT, Downtown Character District Zoning District, upon its first consideration. (contingent upon approval of previous ordinance)

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.)

8. Receive and file the following resignations of members from Boards and Commissions:
   a) John Clopton, Civil Service Commission.
   b) Abigail Sears, Planning & Zoning Commission.
   c) Leslie Prideaux, Planning & Zoning Commission, effective October 1, 2021.
   d) Leslie Prideaux, Visitors & Tourism Board, effective October 1, 2021.

9. Receive and file the Work Session minutes of August 16, 2021 relative to the following item:
   a) Protocols for Remote Public Participation in City Open Meetings.

10. Receive and file the Committee of the Whole minutes of August 16, 2021 relative to the following items:
    a) Utilities Board of Trustees Interview.
    b) Cedar River Recreation Safety Project.
    c) Future Forward 2025 Update.

11. Receive and file the Departmental Monthly Reports of July, 2021.

12. Approve the following Order Accepting Acknowledgment/Settlement Agreements:
    a) Bani's, 2128 College Street, First tobacco violation.
    b) Casey's General Store, 2425 Center Street, First tobacco violation.
    c) Prime Mart, 2728 Center Street, First tobacco violation.

13. Approve the following applications for beer permits and liquor licenses:
    a) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
    b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
    c) Blue Room, 201 Main Street, Class C liquor - renewal.
    d) Wilbo, 118 Main Street, Class C liquor - renewal.
    e) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.

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

14. Resolution approving and adopting amendments to the City's Emergency Operations Plan.

15. Resolution approving and adopting revised public meeting protocols during the COVID-19 pandemic.

16. Resolution designating the Director of Finance & Business Operations as the City of Cedar Falls authorized representative for signing and filing documents to obtain federal financial assistance under the coronavirus state and local fiscal recovery funds established under the American Rescue Plan Act.

17. Resolution approving and authorizing the transfer of funds from the General Fund to the Emergency Reserve and Capital Projects Funds.

18. Resolution approving and authorizing execution of an Account Service Agreement with One Source The Background Check Company for pre-employment and promotional background reports and driver's license validation.

19. Resolution approving and authorizing execution of a Cooperative Agreement with the Iowa Civil Rights Commission for FY22.

20. Resolution approving and authorizing execution of a Facilities Use Agreement with Northeast Iowa Area Agency on Aging, Inc. (NEI3A) relative to use of the Community Center.

21. Resolution approving and authorizing the expenditure of funds for the purchase of cameras for the Transfer Station and Public Works facilities.

22. Resolution approving and authorizing execution of a Facility Use Agreement with the American National Red Cross relative to use of the Recreation and Fitness Center as a shelter during a disaster emergency.

23. Resolution approving a Mixed Use Residential (MU) Zoning District site plan for a medical clinic addition at 226 Bluebell Road.

24. Resolution approving Lot 17 Green Acres Minor Subdivision Plat.

25. Resolution approving and accepting the contract and bond of Blacktop Service Company for the 2021 Seal Coat Project.

26. Resolution approving and authorizing execution of a Storm Water Facility Maintenance and Repair Agreement with Midwest Development Co. and Wild Horse Ridge Homeowners Association relative to a post-construction stormwater management plan for Wild Horse Ridge.

27. Resolution approving an amendment to the preliminary plat of Wild Horse Ridge.

28. Resolution receiving and filing, and setting September 20, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Patching Project.

29. Resolution receiving and filing, and setting September 20, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Recreational River Area and Riverbank Improvements Project.

Allow Bills and Claims

30. Allow Bills and Claims of September 7, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

CITY HALL
CEDAR FALLS, IOWA, AUGUST 16, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:30 P.M. on the above date. Members present: Miller (via video conference), deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

53448 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of August 2, 2021 be approved as presented and ordered of record. Motion carried unanimously.

53449 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that agenda items 5 and 6 were being removed as the establishments have accepted the settlement agreement and paid the penalty. Items will be added to the September 7, 2021 agenda for approval of settlement agreements.

53450 - Mayor Green read the following proclamations:

Proclamation recognizing August 19, 2021 as Aviation Day. Waterloo Regional Airport Director Keith Kasperi commented.

Proclamation recognizing August 29, 2021 as Quota of the Cedar Valley, Inc. Day. Quota President Deanna Rustad commented.

Proclamation recognizing August 2021 as Gastroparesis Awareness Month.

53451 - T.J. Frein, 1319 Austin Way, commented on the 2025 Future Forward Plan. Mr. Frein also requested review of the Algonquin/Ashworth intersection.

53452 - Mayor announced that this was the time and place for a hearing on a complaint issued to Prime Mart 1, 2323 Main Street, for a first tobacco violation. Swisher and Cohrt Attorney Luke Jensen commented on behalf of the City. There being no one present wishing to speak on behalf of Prime Mart 1, the Mayor declared the hearing closed and passed to the next order of business.

53453 - It was moved by Harding and seconded by deBuhr that Resolution #22,487, approving and authorizing execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Prime Mart 1, 2323 Main Street, 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, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,487 duly passed and adopted.

53454- It was moved by Darrah and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Lindsay Pieters as a member of the Housing Commission.

. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
a) Anne Bonsall Hoekstra, Art & Culture Board, term ending 07/01/2022.
b) Toni Wilson Wood, Art & Culture Board, term ending 07/01/2022.
c) Leslie Prideaux, Utilities Board of Trustees, term ending 08/31/2027.

Receive and file the Committee of the Whole minutes of August 2, 2021 relative to the following item:
a) Downtown Zoning Code – Parking Requirements for Private Property.

Approve the following Order Accepting Acknowledgment/Settlement Agreements:
a) The Landmark, 107 Main Street, First tobacco violation.
b) Metro Mart, 103 Franklin Street, First tobacco violation.

Approve a request for a temporary sign at 7213 Nordic Drive, September 12-16, 2021.

Approve the following applications for beer permits and liquor licenses:
a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
d) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
f) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
g) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
h) B & B West, 3105 Hudson Road, Class E liquor - renewal.
i) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 27-28, September 4-5 & September 10-11, 2021)
j) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 27-30, 2021)

Motion carried unanimously.

53455 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,488, approving and accepting a Local Fire Protection and Emergency Medical Services Grant for the purchase of firefighting turnout gear.

Resolution #22,489, approving and authorizing execution of an Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc. relative to providing custodial services for city buildings from September 1, 2021 through August 31, 2024.

Resolution #22,490, approving and authorizing execution of a Joint Funding

Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgage Station.

Resolution #22,491, receiving and filing, and approving and accepting the bid of OEL Construction Services, Inc., in the amount of $181,492.08, being the only bid received for the 2021 CDBG Sidewalk Infill Project.

Resolution #22,492, receiving and filing, and approving and accepting the bid of Blacktop Service Company, in the amount of $161,988.49, being the only bid received for the 2021 Seal Coat Project.

Resolution #22,493, approving and accepting the contract and bond of OEL Construction Services, Inc. for the 2021 CDBG Sidewalk Infill Project.

Resolution #22,494, approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2021 Permeable Alley Project.

Resolution #22,495, approving and accepting the contract and bond of Cobalt Contracting, L.C. for the 2021 Public Sidewalk Repair and Infill Project.

Resolution #22,496, approving and accepting the contract and bond of Cobalt Contracting, L.C. for the 2021 Sidewalk Assessment Project – Zone 4.

Resolution #22,497, approving and accepting the contract and bond of Owen Contracting, Inc. for the Cyber Lane Extension Project.

Resolution #22,498, approving and authorizing execution of Service/Product Agreement with AMPERAGE Marketing relative to FY22 digital advertising for the Tourism & Visitor Bureau.

Resolution #22,499, approving and authorizing execution of a Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Community Development Block Grant (CDBG) Funding Project Delivery for FY22 (FFY2021).

Resolution #22,500, approving and authorizing execution of a Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Home Investment Partnerships Program (HOME) Funding Project Delivery for FY22 (FFY2021).

Resolution #22,501, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for parking improvements at 2415 Franklin Street.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,488 through #22,501 duly passed and adopted.

53456 - It was moved by Darrah and seconded by Kruse that Resolution #22,502, approving and adopting amendments to Administrative Policy No. 7, be adopted. Following comments by Councilmember Harding and response by Mayor Green, it was moved by deBuhr and seconded by Kruse, to amend the motion to strike

the words “and speak last on any item” from Rule 33. The motion to amend carried unanimously. The Mayor then put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Sires, Dunn. Nay: Harding. Motion carried. The Mayor then declared Resolution #22,502 duly passed and adopted as amended.

53457 - It was moved by Harding and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,503 setting September 7, 2021 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinance relative to establishing the CD-DT, Downtown Character District.

Resolution #22,504, setting September 7, 2021 as the date of public hearing on the proposed rezoning of all property within the defined boundaries of the Downtown Character District from current zoning classifications and placing the same in the CD-DT, Downtown Character District.

Following comments and questions by Councilmembers deBuhr, Kruse, Darrah, and Dunn, and responses by Mayor Green and 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, Harding, Darrah, Dunn. Nay: deBuhr, Kruse, Sires. Motion carried. The Mayor then declared Resolutions #22,503 and #22,504 duly passed and adopted.

53458 - It was moved by Kruse and seconded by Harding that the bills and claims of August 16, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

53459 - Mayor Green and City Attorney Rogers replied to a question by Councilmember Harding regarding an update on the cost of a PERB appeal.

Councilmember deBuhr commended Public Safety staff on their responses to recent accidents. Public Safety Director Olson responded to questions by Councilmembers Kruse and Dunn regarding Public Safety staffing and tours at the Public Safety Building.

53460 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:17 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

MAYOR ROBERT M. GREEN

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

SUICIDE PREVENTION AND RECOVERY WEEK

SEPTEMBER 5-11, 2021

WHEREAS, the week of September 5-11, 2021 is National Suicide Prevention Week, and September 2021 is National Recovery Month, when millions of people around the world join their voices to share a message of hope and healing, particularly in these especially challenging times; and

WHEREAS, these observances are united in raising awareness that prevention is possible, treatment is effective, and recovery is achievable; and

WHEREAS, Cedar Falls residents should be aware of -- and feel confident in accessing -- high-quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

WHEREAS, the Cedar Valley Coalition for Suicide Prevention and Support and the University of Northern Iowa Counseling Center encourage residents of all ages to take an active role in suicide prevention, and to promote mental health and wellness for their families, loved ones, friends, neighbors, and co-workers;

NOW, THEREFORE I, Mayor Rob Green, proclaim the week of September 5-11, 2021 as **Suicide Prevention and Recovery Week** in the City of Cedar Falls, and I encourage all residents to take advantage of resources and programs which address suicidal ideation, recognition of concerning signs in others, and engaging positively with those in crisis -- to build hope, restore self-sufficiency, and to help those suffering from suicidal ideation to truly believe that life is precious and worth living.

CITY OF CEDAR FALLS IOWA

Signed this 27th day of August, 2021.

Mayor Robert M. Green

MAYOR ROBERT M. GREEN

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

We the People

CONSTITUTION WEEK

SEPTEMBER 17 – 23, 2021

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the fifty-five delegates to the 1787 Constitutional Convention; and

WHEREAS, the U.S. Constitution defined for our nation the twin axioms of basic human equality and the right to life, liberty, and the pursuit of happiness; and

WHEREAS, the U.S. Constitution is the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the aims of Constitution Week are to emphasize citizens' responsibilities for protecting and defending the Constitution, inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life, and encourage the study of the historical events that led to the framing of the Constitution in September 1787; and

WHEREAS, it is fitting and proper to annually accord official recognition to this magnificent document and its memorable anniversary, as well as to the patriotic celebrations and educational activities which will commemorate the occasion by the Daughters of the American Revolution and other civic-minded groups;

NOW, THEREFORE I, Mayor Rob Green, do hereby proclaim the week of September 17-23 as **Constitution Week** in the City of Cedar Falls, and I do encourage citizens to reaffirm the ideals of the Constitution's authors through personal study and understanding of Constitutional principles, and by vigilantly working to uphold the Constitutional protections guaranteed to all Americans.

CITY OF CEDAR FALLS IOWA

Signed this 27th day of August, 2021.

Mayor Robert M. Green

MAYOR ROBERT M. GREEN

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NATIONAL RAIL SAFETY WEEK

SEPTEMBER 20 – 26, 2021

WHEREAS, 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and

WHEREAS, 1,088 trespassing incidents have occurred in the United States resulting in 532 pedestrians being killed and another 556 injured while trespassing on railroad property rights of way during 2020; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week; and

WHEREAS, Cedar Falls contains several rail crossings in the downtown area, with multiple trains transiting through our community daily;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim September 20-26, 2021, as **National Rail Safety Week** in Cedar Falls, and I encourage all citizens to recognize the importance of rail safety education.

Signed this 27th day of August, 2021.

Mayor Robert M. Green

MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
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NATIONAL PREPAREDNESS MONTH

SEPTEMBER 2021

WHEREAS, the U.S. Department of Homeland Security has designated September as National Preparedness Month across America; and

WHEREAS, National Preparedness Month is an opportunity to raise awareness about the importance of emergency preparedness and to encourage all Americans to better prepare their homes and communities for emergencies like tornadoes, floods, blizzards, high-wind events, and extended power outages; and

WHEREAS, in any natural disaster, large-scale emergency or terrorist attack, America's first line of defense is provided by first responders, including local Law Enforcement, firefighters and emergency medical professionals, who have the greatest potential to save lives and limit casualties after a disaster or terrorist attack; and

WHEREAS, National Preparedness Month focuses on family emergency preparedness and encourages Americans to take simple steps to prepare for emergencies in their homes, businesses and schools; and

WHEREAS, Black Hawk County Emergency Management encourages citizens to make plans with and for their family members as to where to take shelter should a cascading event become eminent and to make plans as to where to meet should family members become separated; and

WHEREAS, disasters end emergencies could cause extended disruption of life supporting services, so citizens are encouraged to develop "Go Kits" with proper supplies to support each family member and pet for a 72 hour period;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim September 2021, as **National Preparedness Month** in Cedar Falls, and encourage citizens and organizations to take action to become prepared for any disaster or emergency.

Signed this 27th day of August, 2021.

Mayor Robert M. Green

DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
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MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: August 30, 2021

SUBJECT: Zoning Text Amendments - Downtown Character District Code (TA21-001)

Project Background

Cedar Falls has a thriving Downtown District. This success creates momentum for additional investment in Downtown. However, the City has been operating under development standards and processes, some of which were originally established 50 years ago. These regulations have been refined over time, including the CBD overlay district created to preserve and protect the character of the historic Downtown core. However, there was a recognition that more needed to be done to guide future growth in the Downtown District and the surrounding neighborhoods to meet the current and future needs of the community. Therefore, the City Council initiated the *Imagine Downtown!* Visioning Project. There have been two phases to this project: an extensive community visioning effort; followed by development of zoning tools to implement the vision. The study area includes the central business district (CBD) and areas surrounding the CBD that transition into the traditional residential neighborhoods to the west. It also includes the extended Main Street corridor and neighborhood areas immediately south and northwest of the downtown along the south side of the Cedar River.

The Imagine Downtown! Vision Plan was adopted in November 2019 after an extensive public engagement effort. The *Imagine Downtown!* Vision Plan provides a road map for growth and development in and around Downtown Cedar Falls. It establishes a general framework for public policy decisions and investment, in tandem with clear aspirations for the scale and character of future development downtown, which are reflected in the proposed zoning standards currently under consideration.

A public review draft of a proposed Downtown Character District code and associated Regulating Plan were presented during a special virtual Cedar Falls Planning and Zoning Commission meeting on February 17, 2021. Since that time, the proposed code and regulating plan map along with new administrative procedures and land use classification system have been available for public review and comment on the project webpage and have been advertised widely on various social media platforms, by press release, and with printed letters to all property owners within the study area. The code project has been featured on local television news broadcasts, articles in the Courier, and on the City Cable Channel 15.

In the three months following the release of the public review draft of the code, consultants and staff met with the Planning and Zoning Commission at four special work sessions to discuss the various elements of the proposed code and regulating plan. Staff also provided three different opportunities for work session discussions with development professionals and with Community Main Street, and encouraged the public to view and submit questions or comments to the Planning Division. Staff have responded to emails and phone inquiries and documented requests for changes to the draft. All property owners in the area were notified by mail inviting them to public hearings at the Planning and Zoning Commission.

Public input was invited during public hearings at the Planning and Zoning Commission on April 14 and April 28, 2021. The Planning and Zoning Commission considered amendment requests from the public, staff, and Commission members at their April 14 meeting. No additional requests for changes were submitted for the April 28 hearing. The consultants and staff documented each requested amendment along with an explanation, pros and cons of making the change, and decisions made by the Commission in a "decision matrix," which is attached to this memo. **At their May 12 meeting the Commission voted to recommend approval of the draft with their recommended changes from the decision matrix and forward their recommendations to the City Council for consideration.**

The City Council review of the proposed code has included:

- May 17 - Consultants from Ferrell Madden presented the Commission's recommended draft to the City Council at a Committee of the Whole meeting and copies of the code and regulating plan were distributed to Council members;
- June 7 - Council work session for general discussion and questions;
- June 21 – Council work session to discuss the proposed parking requirements for private development;
- August 2 – Committee of the Whole Meeting to review the parking requirements in more depth, most specifically the concept of shared parking and to invite any feedback from the community;
- August 16 – Council set the date of public hearing for September 7.

Analysis

The proposed Downtown Character District code includes new development standards and architectural standards to control the scale and design of new buildings and specifically addresses how new development relates to the streets and sidewalks to help ensure that new development fits into the context of the surrounding development. The architectural standards include such elements as building material standards, standards for window coverage, entranceway standards, façade variation, and sign standards. The placement of the buildings and the parking on the lot is not left to chance, but is regulated to ensure that building facades designed to support pedestrian activity front on the public sidewalks with parking and mechanical equipment located to the rear.

The frontage designations on the Regulating Plan help to ensure that like-development faces like-development across the street. In addition, where the higher intensity Urban General, Urban General 2, and Storefront frontages lots share a common lot line with a Neighborhood Small or Medium frontage lot or an R-1 or R-2 zoned property along the edge of the district, "Neighborhood Manners" requirements apply that limit building height and include enhanced setback, landscaping, and screening standards to create a buffer.

Creating livable neighborhoods is also a focus of the new zoning, which includes new open space requirements on each lot to ensure even in the most intensive areas usable open space will be provided for future residents. Open yards and courtyards count toward this requirement in neighborhood frontages with some allowance for balconies and shared upper floor or rooftop patios in the more intensive mixed-use frontages where the buildings may cover most of the lot area. The “public realm standards” specify standards for the space between the building and the street curb including requirements for street trees.

The parking requirements are structured to support preservation of and adaptive re-use of existing historic buildings, particularly along the Main Street parkade, while continuing to require parking for residential uses, albeit at a lower rate; and adds a new requirement for upper floor commercial uses for new development. A certain amount of the required parking must be made publicly available (shared) for a certain number of hours when not being used by the residential or commercial tenants of the building. This shared parking will add to the supply of parking that is available to serve customers and clients during peak times. For example, a new building that includes upper floor office space will be required to provide parking and that parking must be located and designed to be available to the public in the evening when not needed for the office employees.

A wide variety of uses are allowed on properties with Urban General, Urban General 2 and Storefront frontages, similar to what is allowed in the CBD Overlay. In Neighborhood frontages a variety of housing options are allowed to encourage new living opportunities in areas close to downtown. These include single family, duplexes, townhomes, cottage courts, small apartment buildings, and an allowance for accessory dwelling units on owner-occupied properties.

The proposed zoning amendments also include new administrative procedures that create a more defined process for review and approval. Since the new standards are more clear and objective they can be more easily be reviewed and approved administratively, reducing the amount of time for review and approval, but providing more certainty for surrounding properties and the community that new development will blend into the neighborhood.

The new use classification system provides a set of land use categories that will help to ensure consistency of development review over time and eliminate the need for extensive lists of specific uses in the code that become redundant and often times obsolete as the market and technology changes.

There are also a number of small amendments to the existing City Code necessary to make it clear that elements such as sidewalk cafes, mobile merchants, sandwich board signs, and the ability to serve alcoholic beverages are also allowed in appropriate locations within the Downtown Character District, similar to how they are currently allowed.

Recommendation

At their May 12th meeting, the Planning and Zoning Commission recommended approval of the Downtown Character District Code, the associated Regulating Plan, new administrative procedures, and land use classification system, as amended by decisions outlined in their decision matrix (attached).

In addition, staff recommends approval of the various smaller amendments to the Cedar Falls Code of Ordinances set forth in the attached ordinance to ensure that the new regulations function smoothly within the existing City Code.

Lastly, staff recommends a review of how the new code is working a year from when it is adopted to make any adjustments necessary to ensure it is achieving its intended goals for the community.

PROPOSED AMENDMENTS TO THE PUBLIC REVIEW DRAFT OF THE DOWNTOWN ZONING CODE

26-193 – Building Form Standards

	Proposed Amendment	Explanatory Notes	Consultant/Staff Recommendation	P&Z Discussion (Date)	P&Z Decision
1	Requestor: Consultant/staff Change Building Form Standards (BFS) ***Section 193.5 Neighborhood Small Frontage B. Placement 4. Buildable Area*** to allow Private Open Area to be above grade for lots with less than 70 ft of depth.	Technical Fix: This better accommodates rowhouses on especially shallow lots (such as many of the lots along 2nd Street, as shown in the Vision Plan) with their 66ft width/depth. This will make Neighborhood Small consistent with Neighborhood Medium.	Consultant/staff are in support of this amendment.	Commission directed staff to make the change.	Amendment Approved
2	Requestor: Consultant/staff Change Required Building Line (RBL) on the Downtown Regulating Plan, on the north side of W 2nd St. from Franklin St. to the western border of the District. The RBL should be moved forward an additional 5ft, from 15ft to 10ft off the front property line.	Technical Fix: This is for consistency with the RBL to the east of Franklin (Urban General 2) and better accommodates rowhouses fronting 2nd Street (as shown in the Vision Plan) within the shallower (66ft) depth of many of those lots. This keeps the building form and scale consistent with the Neighborhood Small designation, but allows room for both parking and for usable ground floor space within the buildings.	Consultant/staff are in support of this amendment to the Downtown Character District Regulating Plan.	Commission directed staff to make the change.	Amendment Approved
3	Requestor: Staff a) Insure consistency of terms between new proposed ***Section 26-140. Use-Specific Standards, Category Descriptions, and Definitions*** and proposed ***Section 26-197. Building Functions;*** b) Clarify language in Character District Use Table introductory paragraph concerning additional standards that apply	Technical Fix: a) Because drafting was an iterative process, additional revisions were made to Section 26-140, Use Classification, after the public review draft of Downtown Character District Code (Section 26-197) was released. This is a simple clean-up to make sure terms are internally consistent. Also to correct the Code Section number of the Use Classification to Sec. 26-140 (not 26-132). b) Make clear that additional development and performance standards apply above and beyond the broad permitted use categories.	Consultant/staff are in support of these amendments	Commission directed staff to make these changes.	Amendment Approved

4	Requestor: Staff Correct outline format, as needed	Technical Fix: Some outline numbers are out of sequence and need correction	Consultant/staff are in support of this amendment	Commission directed staff to make these changes.	Amendment Approved
5	Requestor: Historical Society and Planning Staff Add Civic Building designations to Regulating Plan	Technical Fix: The Cedar Falls Woman's Club and Cedar Falls Historical Society Victorian House Museum and Museum Buildings in Sturgis Park should be identified as Civic Buildings.	Consultant/staff are in support of this amendment	Commission directed staff to make these changes.	Amendment Approved
6	Requestor: Consultant/Staff Change to ***Section 26-140. Use-Specific Standards, Category Descriptions, and Definitions*** for clarity, etc.	Technical Fix: Clarification concerning categorization of commercial assembly uses as large or small based on size and the other classification criteria in ***Section 26-140(a)(3)*** This will help in classifying uses appropriately in different zoning districts. Examples include small commercial assembly uses, such as theaters that fit into a main street area, like the Oster Regent Theater downtown versus large commercial assembly uses, such as a large metroplex theater complex located in a suburban shopping center.	Consultant/staff are in support of this amendment	Commission directed staff to make these changes.	Amendment Approved

7	Requestor: P&Z Member Larson Change the Regulating Plan designated building frontage on west side of Overman Park from Neighborhood Small to Urban General 2 to accommodate existing businesses located in buildings along Franklin Street; or alternatively: Requestor: Tom and Dorinda Pounds They own a house on Franklin Street that was converted to office space for their business. They want assurance their business can continue, but also have maintained many of the historic residential features of the home, so it could be converted back to residential use in the future, if desired. They would like an approach to better accommodate existing businesses, while maintaining the residential character and scale of the area	As drafted, all existing businesses can remain as non-conforming uses. The new code requires no changes unless/until the owner makes a significant change to their business or building, at which time the standards identified in **Section 26-38 Proportionate Compliance** would apply, based on the [level/degree] of proposed change. The intent of the proposed limitations on new businesses in the Neighborhood frontage areas is to encourage their concentration in the core of Downtown for the synergy it creates and to stabilize and encourage reinvestment in the surrounding residential areas and preservation of the historic character of these areas. Options for change: Option 1: Change the regulating plan along west side of Franklin Street to Urban General 2. Pro: Insure existing business are not made non-conforming Con: Change in building frontage designation affects more than use; it would also change the physical scale and character of permitted new buildings, potentially incentivizing the demolition of other houses in the neighborhood. This could potential affect the historic residential character along Franklin Street. Most businesses are located within existing residential structures. Option 2: Language could be added to state that all existing businesses at the time of code adoption are considered conforming, so can continue and even expand, but that no new businesses are permitted in the Neighborhood frontages. This is a similar approach we took for manufacturing businesses on the far east side of the study area.	Consultant/staff are in support of Option 2, as it achieves the goal of keeping existing businesses conforming, but doesn't have the unintended consequences noted with Option 1.	Commission directed staff to make the changes per Option 2.	Amendment Approved Option 2. (Note: add a parking requirement for non-residential uses in Neighborhood Frontages).

8	Requestor: P & Z Chair: Include a design review process/role for P&Z	Commission expressed concern that it is difficult to legislate good design and that some additional design guidance may be needed, at least for some projects; and this process should be conducted through a public review process at P&Z and/or Council. Pros: Provides for more public scrutiny of development projects in the downtown area. Provides additional reassurance that a project will be consistent with the vision for downtown. Cons: One of the goals of the Downtown Zoning Code update was to streamline the development review process and move toward by-right approvals for those projects that meet a set of objective form-based standards. The benefits of this approach are to a) provide a greater level of predictability for property owners, developers, and neighbors; b) move away from the time and expense of negotiating individual projects in the Downtown district, particularly if it requires project redesign or additional legal fees; and c) remove the subjectivity of the public review process, where individual opinions can cause projects that otherwise meet the standards to be redesigned adding cost to the project. From a fairness and equity standpoint, it can also give undue influence to particularly persuasive or well-connected applicants or to those who may simply want to prevent development from occurring. The purpose of establishing the staff Zoning Review Committee is to ensure that development projects meet the adopted standards, but also to assist applicants in their understanding of the intent of the provisions of the code, so they can achieve a more cohesive design, so in essence will serve as an administrative design review.	Consultants/staff do not recommend adopting a pubic design review process at this time. If a majority of the Commission would still like to move forward with a public design review process, the consultants and staff will continue to work to determine a workable approach.	Commission directed staff to keep the draft the same and not require a separate design review through P&Z and Council.	No change recommended

9	Requestor: Kevin Harberts (owns two residential properties along 2nd Street). Change the Regulating Plan so that the General Urban frontage designation goes from the 1st Street frontage to 2nd Street frontage The requestor would like the option to create larger through lots for commercial uses that extend the full depth of the block from 1st to 2nd Street.	The regulating plan designations between 1st and 2nd Street are already set up to provide more lot depth for Urban General along 1st Street to accommodate the larger footprint of many commercial buildings, leaving a shallower depth for the neighborhood frontage designation along 2nd Street, which can accommodate smaller footprint residential building types, such as rowhouses. Pros and Cons of making this change: Pro: Uniform building form standards for the entire parcel (with considerably more buildable area) Con: This would undermine the scale transition from the higher intensity, mixed-use 1st Street down to the less intense Overman Park neighborhood to the south. The code provides considerable flexibility for parcels with more than one frontage designation to shift the frontage designation to accommodate specific needs of the development. However, it is important for the buildings along both sides of 2nd Street to relate to one another, rather than having residential buildings facing the backs of 1st Street businesses. The regulating plan designations ensure buildings of similar scale and character along both sides of a street.	Consultant/staff are <u>not</u> in support of this amendment. The regulating plan already establishes Urban General deeper into the block (from north to south) and leaves a rather shallow area along 2nd Street that will accommodate residential building forms, such as townhomes, as shown in the *Imagine Downtown! Vision Plan*.	Commission directed staff to keep the regulating plan the same. No change recommended.	No change recommended

10	Requestor: Planning & Zoning Commission and questions from several members of the public. Consider the inclusion of vinyl siding as an approved wall material in Neighborhood Frontages	There is concern that prohibiting vinyl siding in the Neighborhood Frontages could be cost prohibitive and encourage disinvestment in existing residential properties. The intent of the proposed prohibition was to promote more durable and environmentally sustainable building materials. (The issue is not one of aesthetics). Pro: Reduce the up-front cost of building construction and maintenance Con: Higher long-term costs for maintenance and upkeep; concerns related to durability and fire-resistance; environmental impacts of PVC, i.e. produces toxic smoke when it burns and melts at a fairly low temperature; damaged or melted siding often ends up in the landfill and is not biodegradable. While it is possible to recycle it, there are often issues of contamination from dirt, nails, and mixed-in aluminum flashing. In contrast, wood, brick or stone have a life cycle of more than 100 years. The life span of vinyl is 15 to 20 years before it becomes brittle from ultraviolet light and is easily damaged. If change to the ordinance is desired, following are some options: 1. Maintain the prohibition of vinyl siding for new construction. 2. Permit the use of vinyl siding to replace or repair existing vinyl siding. 3. Permit use of vinyl siding that meets higher minimum standards for quality, maintenance, and durability, based on industry standards to replace or cover over other types of siding on existing single family dwellings. 4. Delete the prohibition on vinyl siding from the code altogether, so it would be allowed on all existing and new buildings in the Neighborhood Frontages.	Consultant/staff are particularly concerned about the long term consequences of allowing vinyl siding related to the noted environmental concerns, so recommend prohibiting vinyl siding for new construction. With regard to the second bullet point, the current draft already allows replacement of like material with like material for maintenance purposes. Consultant/staff would be in support of adding some additional language to make sure this is clear. Consultant/staff are <u>not</u> supportive of allowing vinyl siding to replace existing environmentally sustainable building materials, such as wood, stone, or brick. We feel that the long term costs outweigh the short term savings. Consultant/staff strongly recommend against listing vinyl siding as a generally allowed building material.	Commission directed staff to move forward with making changes consistent with 1, 2, and 3, but did not support option 4. Bullet points 1 and 2 were supported unanimously. Bullet point 3 was supported by a majority. With regard to bullet 1, the Commission requests that the language be clarified to indicate that for additions to existing buildings that have vinyl siding that vinyl siding can be used for the addition. We will need to discuss how to fit that into the trigger chart. Bullet point 4 was rejected by a majority.	Amendments Approved according to bullet points 1, 2, and 3. Majority of the Commission does not support 4.

11	Requestor: Jesse Lizer, Emergent Architects Permit the use of higher quality foam products for architectural detailing	There is concern that the prohibition of “all other foam-based products” in ***Sec. 26-194.C.5.*** would limit options for restoration of historic buildings. That was never the intent of this prohibition, but rather to limit the use of flimsy, easily damaged building materials, particularly at the street level. Potential change: • Delete “all other foam-based products” from the prohibited list and add a new item to the secondary materials list in ***Sec. 26-194.C.4.*** as follows: “Durable foam-based products, such as Fypon, may be used for architectural detailing.”	Consultant/staff are in support of this amendment,	Commission directed staff to make this change.	Amendment Approved
12	Requestor: Staff Provide more direction for ADUs	Concern that there is insufficient enforceability of owner-occupancy requirement following the development of an ADU. Consider including a requirement for an affidavit/legal agreement with the City in ***Sec. 26-193.1.G*** (p.24) to be filed and recorded, so that it is clear to future owners or prospective buyers that the dwelling is not considered a duplex, so that the limits on size and occupancy for ADUs continue to be enforceable over time. The allowance for ADUs is intended to make home ownership more affordable and encourage investment and reinvestment that will help stabilize existing older neighborhoods surrounding downtown.	Consultant/staff are in support of this amendment.	Commission directed staff to make this change.	Amendment Approved

13	Requestor: Staff Prohibit conversion of existing single unit dwellings into duplexes or multi-unit dwellings.	The new code opens up the possibility for new types of housing, but in a manner that ensures that new housing fits into the context of the neighborhood with quality design and a logical configuration of the dwelling units. However, the new standards and allowances are not intended to encourage existing single unit dwellings to be chopped up into additional units in a manner that reduces the functionality and livability of the dwelling and makes it less desirable for those seeking a long term rental opportunity or homeownership. As is often experienced in college towns this is a common practice to provide short term rentals for college students by converting living rooms, dining rooms, and other spaces to maximize the number of bedrooms. While providing rental housing for students is important, this particular practice often creates units that are not very conducive to long term renters and cannot be easily or cost-effectively adapted or converted back to the original condition in response to market fluctuations, such as a drop in enrollment. Staff notes that making this change will keep the new code consistent with the City's current conversion prohibition in the R1 and R2 Districts.	Staff is in support of this change.	Commission directed staff to make this change.	Amendment approved.

August 31st, 2021

Robert M. Green MA, MLIS
Mayor, City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Dear Mayor Green,
Americans for Independent Living is a nonprofit based in Waterloo assisting veterans in need within Black Hawk County. AFIL has assisted over 1,100 veterans and their families since 2017. Assistance has been provided in the form of housing, home items, furniture, food, clothing, and home modifications for disabled or elderly veterans in need.

Many of the veterans assisted by AFIL live in homes in impoverished areas which are meager and have poor conditions for life. Having safe, secure, and affordable housing for our veterans, who have voluntarily sacrificed for us, is a critical need.

We were excited to learn of the upcoming meetings to discuss changes in the Cedar Falls zoning laws. We would like the opportunity to purse cottage court housing for veterans in the area. Because of this, we are in favor of updating the zoning to make this critical need happen.

Thank you for the consideration.

Respectfully,

Tim Combs, Executive Director

CEDAR FALLS COMMUNITY MAIN STREET

310 East 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
www.communitymainstreet.org

2021-2022
Board of Directors:

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Brent Johnson
Audrey Kittrell
Jenny Leeper
Helen Pearce
Clark Rickard
Stephanie Sheetz
Mark Schowalter
Brad Strouse

August 30, 2021

Dear Mayor, Council, City Administrator and Staff:

On behalf of Cedar Falls Community Main Street and our board of directors, we would like to express our support for the Downtown Zoning code.

Community Main Street has been a part of the visioning process since it began. We feel like staff has done a great job reaching out to the community, those that live/work in the zoning code area, developers and our board, seeking feedback and input. The new zoning plans are both progressive and objective and will unify the vision for Cedar Falls' future. It will also provide much-needed clarity/direction to developers, and hopefully spur new development ideas and activities that'll keep Cedar Falls, and downtown specifically, marching forward.

As you are aware there can be no conversation downtown without addressing parking and we have received feedback with concerns regarding the parking requirement in the code. Our role as CMS is to advocate for our constituents, the fear is reducing the requirement in new development will force those tenants into spots the consumers should be utilizing. We ask that you be mindful of how this may affect existing devleopment in the District.

We appreciate the due diligence that has gone into the new zoning code process and look forward to how it will shape the future of Downtown.

Best regards,

Kim Bear, on behalf of the Community Main Street Board of Directors
Executive Director
Community Main Street

Prepared by: Karen Howard, P&CS Manager, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, ADDING NEW SECTIONS TO BE NUMBERED 26-191 THROUGH 26-197 UNDER ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 2. SPECIFIC DISTRICTS, TO ESTABLISH ZONING STANDARDS AND REGULATIONS FOR CHARACTER DISTRICTS; AND ADDING NEW SECTIONS TO BE NUMBERED 26-36 THROUGH 26-39 UNDER ARTICLE II. ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERALLY, ESTABLISHING NEW ADMINISTRATIVE PROCEDURES FOR SITE PLAN REVIEW; AND ADDING A NEW SECTION 26-141 UNDER ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1, GENERALLY, ESTABLISHING USE SPECIFIC REGULATIONS AND CLASSIFICATION; AND TO REPEAL IN ITS ENTIRETY SECTION 26-189 CBD CENTRAL BUSINESS DISTRICT OVERLAY ZONING DISTRICT, UNDER ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 2, SPECIFIC DISTRICTS; AND TO AMEND SECTION 26-117, DISTRICTS ESTABLISHED, UNDER ARTICLE III. DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW ZONING DISTRICT TO BE KNOWN AS "DOWNTOWN CHARACTER DISTRICT" WITH ABBREVIATION, CD-DT, AND DELETING REFERENCE TO THE CENTRAL BUSINESS DISTRICT OVERLAY ZONING DISTRICT, CBD; AND TO AMEND SECTION 26-118, DISTRICT BOUNDARIES, CLARIFYING THAT FOR EACH CHARACTER DISTRICT THE ASSOCIATED REGULATING PLAN IS THE OFFICIAL ZONING MAP; AND CLARIFYING THE INTERPRETATION OF BOUNDARIES FOR CHARACTER DISTRICTS; AND TO AMEND SECTION 26-126, DETACHED ACCESSORY STRUCTURES TO CLARIFY HOW SAID PROVISIONS APPLY IN CHARACTER DISTRICTS; AND TO AMEND SECTION 26-127 SETBACKS FOR CORNER LOTS; AND TO AMEND CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES, ARTICLE 1, IN GENERAL, TO CLARIFY ZONING DISTRICTS WHERE LIQUOR CONTROL LICENSES OR WINE OR BEER PERMITS ARE ALLOWED; AND TO AMEND CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, DIVISION 1, MOBILE MERCHANTS, TO CLARIFY ZONING DISTRICTS WHERE SAID

PERMITS ARE ALLOWED; AND TO AMEND CHAPTER 19, STREETS AND SIDEWALKS, TO CLARIFY THAT TABLES AND CHAIRS, TEMPORARY MOVABLE SIGNS, AND SIDEWALK CAFES SHALL BE ALLOWED IN CERTAIN FRONTAGE DESIGNATIONS WITHIN CHARACTER DISTRICTS

WHEREAS, in November of 2019, the City Council of the City of Cedar Falls adopted the *Imagine Downtown! Vision Plan*, as an integral part of the Cedar Falls Comprehensive Plan; and

WHEREAS, in order to ensure future development and redevelopment is consistent with the adopted *Imagine Downtown! Vision Plan*, the City of Cedar Falls drafted new zoning regulations, new administrative procedures, use classification regulations, and an associated regulating plan for the downtown area covered by the *Imagine Downtown! Vision Plan*; and

WHEREAS, the new zoning regulations establish a new zoning district entitled, "Downtown Character District" abbreviated as "CD-DT," and an associated zoning map, referred to as the "Downtown Character District Regulating Plan;" and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed amendments to Chapter 26, Zoning, under Case # TA21-001 and recommends approval; and

WHEREAS, the Cedar Falls City Council has determined that said amendments to Chapter 26, Zoning are in the best interests of the community; and now, therefore:

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

Section 1. Article II, Administration and Enforcement, Division 1, Generally, is hereby amended to add new sections to be numbered 26-36 through 26-39, (previously reserved) as follows:

Sec. 26-36. Administrative Determination

(a) APPLICABILITY

The Zoning Administrator shall review and decide upon applications for the following administrative reviews and code adjustments in consultation with the Zoning Review Committee(ZRC) and/or the staff Technical Review Committee, as applicable. Some of these processes have additional review and approval requirements; a cross-reference to those requirements is provided in the right column.

Permit or Adjustment	Additional Review Requirements
Site Plan	Section 26-37.D
Proportionate Compliance	n/a
Minor Adjustment	Section 26-39.E

(b) APPLICATION COMPLETENESS REVIEW

(1) Applications shall not be processed until all materials have been submitted and are deemed sufficient in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application sufficiency.

(2) If an application is deemed insufficient, the Zoning Administrator shall inform the applicant of the specific submittal requirements that have not been met. The Zoning Administrator may provide notice in writing, electronically, or in conversation with the applicant.

(3) If an application is deemed insufficient, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the date informed of the insufficiency of the application.

a. An insufficient application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.

b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including application fee.

(c) REVIEW, REFERRAL, AND RECOMMENDATION

(1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.

(2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

(d) REVIEW AND DECISION-MAKING

(1) The Zoning Administrator shall review the application for conformance with all applicable provisions of this chapter.

(2) To be approved, an application shall be fully consistent with the standards of this chapter unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards. An administrative approval may include instructions and clarifications regarding compliance with this Code, but shall not be approved with conditions that require action beyond the specific requirements of the City Code of Ordinances.

(3) The Zoning Administrator shall approve or deny the application and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial.

(e) APPEAL

Administrative determinations are appealable pursuant to Section 26-62.

Sec. 26-37. Site Plan

(a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

a. Any application for development in a character district.

b. All requests for structures, architectural elements or accessory structures (front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of

the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code;

(2) Traditional Zone Districts

a. Any application for a commercial, industrial, institutional, or multi-unit dwelling project;
b. Any application for development requiring site plan review as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

(1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional and encouraged for all other applications.
(2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

(1) The site plan is consistent with all applicable adopted plans and policies;
(2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
(3) The site plan conforms with all applicable requirements of the Code of Ordinances, or with all applicable requirements as modified by a request for a minor adjustment.

(e) LIMITATION OF APPROVAL

Zoning Administrator approval of a site plan does not in any way imply approval by any other City department.

(f) EFFECT

(1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
(2) No permit shall be issued for any building, structure, or use that does not conform to an approved site plan.
(3) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
(4) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(g) POST-APPROVAL ACTIONS

(1) Expiration

a. Approved site plans shall expire one year after approval if a building permit has not been issued, or the approved use established. In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for development review.
b. An extension not to exceed one year may be granted by the Zoning Administrator.

(2) Modifications to Site plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures for an initial site plan submittal.

Sec. 26-38. Proportionate Compliance in Character Districts

(a) APPLICABILITY

(1) Purpose

To encourage redevelopment, continuing property investment, and infill development, it may be necessary to determine site appropriate adjustments to applicable development standards that will allow the development to take place while applying proportional development standards. This section identifies the process for determining specific site compliance with a proportionate standard.

(2) No New or Increased Noncompliance

Any redevelopment of a structure or site shall be designed to either increase conformance with this Code or, at a minimum, not increase an existing nonconformity. Redevelopment shall not establish new nonconformity(ies) with this Code, regardless of the applicability of this section.

(3) Development Standards in Character Districts

A request for proportionate compliance is limited to Character District development standards listed in Table 26-38.1.

(4) Required Parking

The standards of Sec. 26-196, Character District Parking and Loading, shall apply for any new use, change of use, or expansion of a current use within a Character District, and are not subject to adjustment through proportionate compliance.

(b) CALCULATING PROPORTIONATE COMPLIANCE

(1) Requests for proportionate compliance shall be made through Section 26-37, Site Plan.

(2) Proportionate compliance for standards applicable to a specific development or structure type may be requested for development changes listed in Table 26-38.1 according to Section 26-38(E), below.

a. Standards that must be fully complied with are marked with an /X/.

b. Standards that will be applied to the maximum extent practicable based on a site-specific determination are marked with an /S/.

(3) Applicants shall clearly label all requested adjustments and identify the applicable standard in this section that allows the proposed adjustment.

Table 26-38.1: Proportionate Compliance

ALL FRONTAGE TYPES	BUILDING FORM STANDARDS								ARCHITECTURAL STANDARDS			PUBLIC REALM STANDARDS	
	Placement: Required Building Line	Placement: Buildable Area	Placement: Parking Setback Line	Height: Minimum/ Maximum	Elements: Fenestration	Elements: Façade Projections	Uses	Neighborhood Manners	Materials	Configurations	Signs	ROW Frontage Area	Dooryard
	Key: X = compliance with standard is required S = site-specific determination												
Full Compliance: Entire Structure Must Comply with Standards													
New Construction	X	X	X	Both	X	X	X	X	X	X	X	X	X
Expansion of Building Area													
For buildings < 2000 sf GFA, an expansion > 75%	X	X	X	Both	X	X	X	X	X	X	X	X	X
For buildings ≥2000 sf GFA, an expansion > 66%	X	X	X	Both	X	X	X	X	X	X	X	X	X
New, Expanded, or Relocated Parking Area			X										
Changes with No Building Expansion													
Change of use							X				X [3]		
Façade changes [1]					X	X			X	X	X [3]		
Expansion of Building Area (GFA) for Buildings < 2000 sf													
Minimal Change: 0 to 40%		X	X	Max			X	X	X			X	S
Proportionate Change:41% to 75% [2]		X	X	Max	X		X	X	X			X	X
Façade Changes [1]					X	X			X	X	X [3]		
Expansion of Building Area (GFA) for Building 2000 sf or more													
Minimal Change: 0 to 20%		X	X	Max			X	X	X			X	S
Proportionate Change: 21 to 66% [2]		X	X	Max	X		X	X	X			X	X
Façade Changes [1]					X	X			X	X	X [3]		
Expansion of Parking Area			X					X					

[1] Major façade changes (as defined in Section 26-62(E)(3)) will trigger compliance with the standards marked in this row.
[2] Expansion area shall comply with identified development standards.

Table 26-38.1: Proportionate Compliance

ALL FRONTAGE TYPES	BUILDING FORM STANDARDS								ARCHITECTURAL STANDARDS			PUBLIC REALM STANDARDS	
	Placement: Required Building Line	Placement: Buildable Area	Placement: Parking Setback Line	Height: Minimum/ Maximum	Elements: Fenestration	Elements: Façade Projections	Uses	Neighborhood Manners	Materials	Configurations	Signs	ROW Frontage Area	Dooryard
	Key: X = compliance with standard is required S = site-specific determination												

[3] Where a use or façade change results in new signage, changes to a sign structure, relocation of an existing sign, or changes to the sign area of an existing sign.

(c) MEASURING REQUIRED COMPLIANCE

(1) New Development

New development shall comply fully with the applicable development standards.

(2) Façade Changes:

Where development changes are limited to the façade of a structure, the following standards shall apply:

a. Maintenance or Minimal Change: Normal maintenance and façade changes that do not qualify as major changes shall not be required to comply with the qualified development standards. Individual façade element changes shall be made in compliance with applicable Elements and Architectural development standards applicable to that individual element to the maximum extent possible.
b. Major Façade Changes: Façade changes that include any of the following are considered major changes and the façade shall be brought into full compliance with the Elements and Architectural development standards:
    1. Removing or changing architectural detailing that is consistent with and integral to the style and period of the building;
    2. Changing or adding architectural detailing that is inconsistent with the standards of this Code;
    3. Change to more than 50% of the surface area of the façade, measured by including all openings such as doors and windows;
    4. Altering, closing, or covering windows, doors, or transoms; or
    5. Any roof or wall structure reframing, including adding fenestration.

(3) Redevelopment:

a. Minimal Change. Redevelopment that changes or increases the total gross floor area of a structure within the range identified in Table 26-38.1, as determined by the building permit application, shall comply with the standards identified in Row A as applicable to development with minimal change.
b. Proportionate Change. Redevelopment that changes or increases the total gross floor area of a structure within the range identified in Table 26-38.1, as determined by the building permit application, shall comply with the standards identified in Row B as applicable to development with proportionate change.
c. Full Compliance. Redevelopment that changes or increases the total gross floor area of a structure within the range identified in Table 26-38.1, as determined by the building permit application, shall be required to fully comply with these standards.
d. Measurement is based on changes to an individual structure that is subject to improvements, regardless of the total number of structures on the site.

(4) Expansion of Parking Area

Expansion of a parking area is defined as the addition of any parking spaces or the restriping or reconfiguration of more than 50% of the surface area of an existing parking area.

(d) TEN-YEAR TIMEFRAME

Any application by property owners to expand or replace part of an existing structure shall remain on record for 10 years from the date of work completion. Any subsequent application to expand or replace part of an existing structure shall be cumulative to any requests made within the previous 10 years. The total shall be used by the City to determine the property owner's necessary level of compliance.

Sec. 26-39. Minor Adjustments for Development in Character Districts

(a) APPLICABILITY

(1) A minor adjustment allows the modification of an existing numeric dimensional standard in a character district to accommodate:
   a. Anticipatory site-specific issues, or
   b. Minor construction issues.

(2) Minor adjustments are applicable to new development, redevelopment, and major façade changes.

(3) A minor adjustment may be requested either as part of an original application or as a modification to an existing approval.

(b) PROCEDURES

(1) Application

Applications for minor adjustments shall be submitted on forms required by the City. Supporting materials must be submitted as specified on the application form.

(2) Specific Procedures

All applications for minor adjustment shall identify the specific issue that the minor adjustment is intended to address and how the minor adjustment will resolve that issue:

a. A request for minor adjustment prior to issuance of a building permit shall be submitted with the project site plan application.
b. A request for minor adjustment to address a minor construction issue shall be submitted with the approved project site plan, a written description of the minor construction issue, and an amended drawing of that part of the site for which the minor adjustment is requested.

(c) PERMITTED TYPE AND SCOPE OF MINOR ADJUSTMENTS

(1) Specific Building Form Standards

The Zoning Administrator, after consulting with the ZRC, may grant minor adjustments as necessary up to the following maximum adjustments:

a. Height
   1. Minimum and maximum height - up to 5% for any cumulative increase or decrease in building height.
   2. Street wall/fence requirements – up to 10%.
   3. Finished ground floor elevation – up to 5%; upper floor elevation(s) shall be adjusted accordingly.
   4. Finished ground floor elevation, flood hazard area – minor adjustments to finished ground floor elevation requirements necessary to meet lowest floor elevation requirements according to the applicable floodplain regulations. Upper floor elevation(s) shall be adjusted accordingly. The Zoning Administrator does not have the authority to issue permits for special exceptions or variances to flood hazard regulations.
   5. When the finished ground floor elevation is not subject to adjustment, upper floor finished elevation(s) may be adjusted up to one foot.
b. Placement
   1. Required building line (RBL) – adjust forward up to 6 inches; may not encroach into the public right-of-way.
   2. Required building line minimum percentage built-to – reduction of up to 5% of required length.

3. Parking setback line – move forward up to 6 feet; provided, the parking setback line remains separated at least 20 feet from the RBL.
4. Mezzanine floor area – up to 10% additional area.
5. Street wall requirements – up to 10% of the height/fenestration/access gate requirements.
6. Entrances (maximum average spacing) – up to 10% increase in spacing.

c. Elements
1. Fenestration (minimum and maximum percent) – up to 5%.
2. Other elements (minimum and maximum projections) – up to 5%.

(2) Approval of Equivalent or Better Synthetic Materials

a. Reflecting that the technology and production of building materials is constantly changing, an applicant may request that a material be added to the applicable approved materials list, provided:
1. The material is not included in the applicable prohibited materials list; and
2. The proposed material is similar to a permitted material and is equal to or better than the permitted material in terms of quality, maintenance, and durability as shown by the manufacturer's specifications and industry studies. For example, a new generation of cementitious fiber siding may be substituted for wood clapboard siding.

b. The Zoning Administrator shall maintain a list of approved materials. Materials included on the approved list may be used for later projects without further ZRC review.

(3) Non-Alley Curb Cut

If vehicular access to a rear alley or private rear drive is not available, an applicant may request a minor adjustment to permit driveway access directly from a public street. Shared access or cross access with abutting lots may be required and any driveway spacing requirements shall apply. The width and location of the driveway access point shall be determined by the Zoning Administrator, after consulting with the ZRC and the City Engineer. The pavement width forward of the Parking Setback Line shall be 18 feet or less.

(d) DECISION CRITERIA

The Zoning Administrator, in consultation with the ZRC, shall consider the following provisions in making a determination on a minor adjustment request. When the minor adjustment is sought prior to the issuance of a building permit, the application must meet all five criteria in Sections (E)(1) and (E)(2). When a minor adjustment is sought to address a minor construction issue, the application only needs to comply with the criteria in Section (E)(2).

(1) Anticipatory Site-Specific Issues Only

a. The proposed structure or site feature is permitted in the character district.
b. The minor adjustment allows development that is consistent or compatible with the intent and purpose of the Character District and the regulation modified.
c. The impact of the minor adjustment is internal to the subject property and will not impede the normal and orderly development or improvement of adjacent properties.

(2) Anticipatory Site-Specific Issues and Minor Construction Issues

a. There are special circumstances existing on the property for which the application is made related to size, shape, area, topography, surrounding conditions, and/or location that make it practically difficult to meet the standard or requirement.

b. The minor adjustment is necessary to permit the applicant the same ability to use the property that is enjoyed under this Code by other properties in the vicinity and Character District, but which are limited or denied to the subject property based on the applicability of the regulation sought to be adjusted.

(e) REVIEW AND DECISION-MAKING

Minor adjustments are processed as an administrative review decided by the Zoning Administrator upon consultation with the ZRC.

Section 2. Section 26-117, Districts Established, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following Sec. 26-117, is enacted in lieu thereof:

Sec. 26-117. Districts established.

In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings, the city is hereby divided into districts. The districts shall be known as:

A-1	Agricultural District
R-1SU	Single-Unit Residence District
R-1	Residence District
R-2	Residence District
R-3	Multiple Residence District
R-4	Multiple Residence District
R-5	Residence District
S-1	Shopping Center District
C-1	Commercial District
C-2	Commercial District
C-3	Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-P	Planned Industrial District
F-W	Floodway Overlay District
F-F	Floodway Fringe Overlay District
F-P	General Floodplain Overlay District
R-P	Planned Residence District
HCG	Highway Corridor and Greenbelt Overlay Zoning District
CHN	College Hill Neighborhood Overlay Zoning District
MPC	Major Thoroughfare Planned Commercial District

PO-1	Professional Office District
BR	Business/Research Park District
MU	Mixed Use Residential District
HWY-1	Highway Commercial District
PC-2	Planned Commercial District
HWY-20	Highway 20 Commercial Corridor Overlay District
CD-DT	Downtown Character District
P	Public Zoning District

Section 3. Paragraph (a)), Zoning Maps, of Section 26-118, District Boundaries, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a subparagraph (4), as follows:

(4). *Character District Regulating Plans*. The boundaries of each Character District shall be indicated on the zoning map of the City and shall be governed by the associated Regulating Plan, which shall be the zoning map for each said Character District and shall be made a part of this article by reference. Each regulating plan is on file in the office of the city planner in hard copy and as a digital file, at the city hall. It shall be the responsibility of the city planner to see that the regulating plan is kept current at all times. To the extent there is any inconsistency between the regulating plan held on file in the office of the city planner and the digital regulating plan, the digital regulating plan shall take precedence.

Section 4. Paragraph (b), Interpretation of boundaries, of Section 26-118, District Boundaries, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following paragraph (b) is enacted in lieu thereof:

(b) *Interpretation of boundaries.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this article, the following rules apply:

(1) The district boundaries are either street lines or alley lines unless otherwise shown, and where the districts designated on the map accompanying and made a part of this article are bounded approximately by street lines or alley lines, the street lines or alley lines shall be construed to be the boundary of the district. Street and alley rights-of-way are not included in zoned areas, except within Character Districts, as shown on the subject Regulating Plan.

(2) In unsubdivided property, the district boundary lines on the map accompanying and made a part of this article shall be determined by use of the scale appearing on the map.

(3) Publication of the legal description of property zoned or rezoned shall constitute an official amendment to the official zoning map, and, as such, the map or portion of the map need not be published.

Section 5. Division 1, Generally, of Article III, Districts and District Regulations, of Chapter

26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new Section 26-141 (previously reserved), titled Use-Specific Standards, as follows:

Sec. 26-141. Use Specific Standards

When reference is made to a group of zone districts, the following individual districts shall be included:

District Groupings Used in this Section	
Residential	R-1SU, R-1, R-2, R-3, R-4, R-5, R-P
Mixed-Use	MU
Commercial	S-1, C-1, C-2, C3, MPC, BR, PO-1, HWY-1, PC-2
Character District Frontage Designations	Urban General, Urban General 2, Storefront, Neighborhood Medium, Neighborhood Small
Industrial	M-1, M-2, M-1-P, M-2-P
Overlay	HCG, CHN, HWY-20
Public	P
Agricultural	A1

(a) USE CLASSIFICATION, ORGANIZATION, AND INTERPRETATION

(1) Organization

a. Land uses are assigned to the use category that most closely describes the nature of the principal use. Some categories are further divided into subcategories.
b. A number of the most common uses are listed under the "Examples" subsection for each use category. The examples are generic and may be used in the process of interpreting new uses. Example lists are not exhaustive.
c. In some cases, developments may have more than one principal use.
    1. When all of the principal uses of a development fall within one use category, then the entire development is assigned to that use category. All uses are subject to any applicable use-specific standards.
    2. When the principal uses of a development fall within different use categories, each principal use is classified into the applicable use category and each use is subject to all applicable regulations for the use category.
    3. A use that is otherwise not permitted in a district may not be included as one of multiple principal uses through interpretation. For example, if colleges and universities are not permitted in a residential district, that district may not be interpreted to allow both residences and colleges as multiple principal uses.
d. Developments may have one or more accessory uses or structures.
    1. A list of accessory uses commonly associated with a particular use category is included under a paragraph entitled, "Accessory Uses and Structures." The examples are generic and may be used in the process of interpreting new uses. Accessory uses are subject to all applicable regulations. Example lists are not exhaustive.
    2. Uses are categorized as accessory or principal as determined by the circumstances of the use on the site. A cafeteria may be an accessory use to a principal industrial use, while a restaurant may be a principal use.
e. Prohibited uses: Some uses are prohibited in individual zone districts, as noted in that district.

f. Excluded uses: Some of the use categories may contain excluded uses. These are uses that may seem to be part of a particular category, but which are explicitly classified into a different use category.

(2) Use-Specific Standards

a. All uses shall comply with any applicable use-specific standards.
b. Uses located in character districts shall comply with the applicable site and structure standards of that district.
c. When a use is changed on a property, the new use shall comply with all applicable use-specific and site-specific standards. Changing from one use category or use subcategory to another is considered a change of use.

(3) Classification

a. For uses not listed as examples, the Zoning Administrator shall consider the following list of factors when classifying a use into a particular category, and/or to determine whether the activities constitute principal uses or accessory uses:
    1. How closely the use matches the description of the use category, as stated in Section 26-132(b);
    2. The intensity of the activity or use in comparison to the stated characteristics of a use category and list of examples;
    3. Conformance with the currently adopted comprehensive plan and purpose of the zoning district in which the use is proposed;
    4. Types of vehicles, equipment and/or processes to be used;
    5. The amount of site or floor area and equipment devoted to the use or activity;
    6. The hours of operation;
    7. How the use advertises itself;
    8. Number of employees, visitors, or customers generated;
    9. Parking demands associated with the use; and
    10. Special public utility requirements for serving the proposed use type, including, but not limited to, electricity, water supply, wastewater output, pre-treatment of wastes and emissions required or recommended, and any significant power structures or infrastructure and communications towers or facilities;
    11. Whether the use or activity would be likely to be found independent of the other activities on the site;
    12. Whether a use is subordinate in area, extent, or purpose to the principal building or use served;
    13. Whether the use contributes to the comfort, convenience, or necessity of occupants, customers, or employees of a principal use;
    14. Any other relevant evidence regarding use or activity that would help to classify a particular land use.
b. If, based on the criteria identified above, the Zoning Administrator determines that a use can reasonably be determined to be similar to more than one use or category of uses, the Zoning Administrator in consultation with the Zoning Review Committee or other appropriate city staff shall select the use category that provides the most exact, narrowest, and appropriate fit.
c. The following categories of uses typically impose substantial impacts on a site, adjacent sites and structures, pedestrians or cyclists, the road network, or public infrastructure. Where a new use, not listed as an example, is proposed that might be categorized into one of these categories, the applicant shall file an application for text amendment to determine if the use will be permitted. Through this process, the City will have the opportunity to review and determine the impacts of the

proposed use and establish any prescribed conditions that may be appropriate to allowing the use.

1. Agricultural Uses
2. Industrial Services
3. Manufacturing, Processing, and Assembly
4. Waste and Salvage

d. Determination of Non-Similarity
   1. The Zoning Administrator may determine that a proposed use is not substantially similar to any use identified in Section 26-197 or Table 26-231.1 because either:
      (i) The potential impacts of the use are significantly more impactful on the site, street, or neighborhood, than other permitted uses in the same use category and that the use would not otherwise be permitted without prescribed conditions or through a public review process, or
      (ii) There are no similar uses permitted on the site or in the applicable zone district.
   2. When this is the case, the Zoning Administrator shall provide the applicant with a written determination of non-similarity within 15 business days of the request for interpretation.

e. In cases of dispute, the Zoning Administrator shall issue a zoning determination letter and the proposed use shall comply with any conditions and review procedures that may apply to that use. Such determinations may be appealed to the Board of Adjustment. If an appeal is made, the Board of Adjustment shall determine whether the City has made an error in classifying the subject use based on the facts in evidence and the factors listed in paragraph a. above.

f. Post-Decision Actions
   1. A Zoning Administrator's written determination regarding classification may be appealed to the Board of Adjustment, or
   2. An applicant may apply for a zoning code text amendment.
   3.

(b) USE CLASSIFICATION CATEGORY DESCRIPTIONS

(1) Residential Uses

a. General Description: Residential uses offering habitation of a dwelling on a continuous basis. The continuous basis is established by tenancy with a minimum term of one month or habitation by the property owner.

b. Use Categories

1. **Household Living**: This use category is characterized by residential occupancy of a dwelling unit by one or more persons living together as a single housekeeping unit. A household typically includes four or fewer adults. Each dwelling unit contains its own facilities for living, sleeping, cooking and eating meals. Uses where tenancy may be arranged for a period of less than one month are not considered residential, they are considered to be a form of transient lodging. Household living also include group homes, which is a category of household living that receives equal treatment with single-household residential living pursuant to Iowa and federal law.

(i) Sub-categories

(a) Group Homes, as defined by Iowa law: elder family homes, elder group homes, and family care homes. Large group care facilities that

provide housing for nine or more individuals are considered Group Living Uses.

(b) Single-unit dwellings, detached: A residential building containing one principal dwelling unit. Each unit is located on a separate, legal lot, except for cottages within a cottage court, as defined and regulated within a character district. Examples include detached houses, zero lot line dwellings, cottages, and manufactured homes,[1] provided the manufactured home complies with the district standards and has been converted to real property and taxed as a site-built dwelling.

(c) Single-unit dwellings, attached: A residential building containing more than one principal dwelling unit, with each dwelling unit sharing one or more common walls with at least one other dwelling unit, no unit is located above another unit, and each unit is located on a separate, legal lot. Examples include townhome/rowhouse, and bi-attached dwellings.

(d) Two-unit dwellings (also called duplexes): A residential building containing two principal dwelling units located on one lot.

(e) Multi-unit dwellings: A residential building containing three or more principal dwelling units located on one lot. Examples include apartment buildings, condominium buildings, rowhouse/townhome configurations with multiple side-by-side dwelling units on one lot.

(f) Dwelling(s) in Mixed-Use Structure: A building, or portion of a building, which contains one or more dwelling units in addition to commercial or other non-household living uses. Examples include apartments and condominiums.

(ii) Accessory Uses and Structures: bed and breakfast establishments, storage buildings, accessory dwelling units, residential vehicle parking, home occupations, child care home.

2. **Group Living**: This use type is characterized by residential occupancy of a dwelling or associated group of dwellings by a group of people who do not meet the definition of "Household Living". The size of the group residing in the structure is typically larger in size than a single household. Group Living Uses contain individual rooming units with private or shared bathroom facilities and may also contain shared kitchen facilities and/or common dining and meeting areas for residents. The residents may or may not receive any combination of care, training, or treatment, but those receiving such services must reside at the site. Alternatives to incarceration, such as halfway houses, where residents are placed in the facility by court order and are under supervision of the Department of Corrections, are excluded from this category and classified as Detention Facilities.

(i) Sub-categories

(a) Assisted group living: nursing and convalescent homes, assisted living communities; group care facility.

(b) Hospice home.

(c) Independent group living: rooming or boarding houses.

(d) Fraternal group living: fraternities, sororities, monasteries, convents.

(ii) Accessory Uses and Structures: Recreational facilities, meeting rooms, offices, storage facilities, food preparation and dining facilities.

(2) Civic and Institutional Uses

a. General Description: Civic and Institutional Uses are public, quasi-public, and private non-profit uses that provide unique services that are of benefit to the public at-large.

b. Use Categories

1. **Civic and Cultural Assembly and Service**: Civic and cultural assembly and service uses are permanent places where persons regularly assemble for religious worship or secular activities, and which are maintained and controlled by a body organized to sustain the religious or public assembly.

(i) Sub-categories:

(a) Community Assembly: Places of community assembly, such as libraries, museums, community centers, senior centers, and recreation centers that are open and available to the general public.

(b) Human or neighborhood services: Uses that provide non-commercial activities or support services to individuals or groups that are not otherwise defined by this code. Examples include food pantries, literacy and language instruction, counseling and therapy, and other human service agencies. Social service agencies that consist primarily of office and counseling functions and operate in a similar fashion to other office uses are classified as Office.

(c) Emergency Shelter: facilities providing emergency temporary shelter operated by a public or nonprofit agency, such as homeless shelters.

(d) Religious/Private Group Assembly: Private, non-profit membership organizations that provide meeting space and facilities for their members. Examples include religious institutions and civic and social organizations such as private lodges, clubs, fraternal organizations, and similar private, non-commercial membership organizations.

(ii) Accessory uses and structures: Non-commercial recreation, food preparation and dining facilities; maintenance/storage buildings; living quarters for clergy; columbarium; accessory daycare facilities; offices; parking

2. **College and University**: Public or private colleges, universities, business, or technical colleges that offer courses of general or specialized study leading to a formal degree and requiring at least a high school diploma or equivalent general academic training for admission. These uses tend to be in campus-like settings or on multiple blocks. Non-degree granting business, technical, trade, martial arts, music, dance, and drama schools/studios are excluded from this category and classified as Specialized Educational Facilities.

(i) Subcategories:

(a) Private: Private colleges, universities, professional, and technical schools.

(b) Public: Colleges, universities, and professional schools that are under state jurisdiction.

(ii) Accessory Uses and Structures:. offices; housing for students; food service; laboratories; health and sports facilities; theaters; meeting areas; parking; maintenance facilities.

3. **Day Care:** A non-residential facility that provides less than 24-hour-per-day care or supervision for children and adults according to Iowa statutory requirements. Examples: childcare center, adult daycare center; preschools and latch key programs not accessory to an Educational Facility Use or other principal use. In-home daycare services, which are determined to be accessory to a principal Household Living Use, are not included in this principal use category.

4. **Educational Facilities**: An educational institution that satisfies the compulsory education laws of the State of Iowa for students in the elementary grades, middle school grades, or high school grades, respectively; and schools for specialized activities, such as dance, music, martial arts, business, and technical skills. Business and technical colleges that offer degree programs in campus-like settings are excluded from this category and classified as College and University, Private.
   (i) Subcategories:
      (a) General Educational Facilities: This definition includes both public schools and private, non-boarding schools that have a curriculum similar to that in the permitted public schools.
      (b) Specialized Educational Facilities: Schools primarily engaged in offering specialized trade, business, or commercial courses, but not academic training. Also specialized nondegree-granting schools, such as music schools, dramatic schools, dance studios, martial arts studios, language schools and civil service and other short-term examination preparatory schools.
   (ii) Accessory Uses and Structures: Play areas, cafeterias, recreational and sport facilities, auditoriums, preschools, and before- or after-school day care.
5. **Detention Facilities and Community Service**: Facilities for the judicially required detention or incarceration of people. Inmates and detainees are under 24-hour supervision by the Department of Corrections, except when on an approved leave. This category also includes alternatives to incarceration, such as halfway houses, where residents or inmates are placed by and remain under the supervision of the courts.
   (i) Examples:
      (a) Prison, jail, probation center, juvenile detention home, halfway house for current offenders.
      (b) Work release: Facilities participating in a work release, or similar programs from a state institution, and under the supervision of a court, state or local agency.
   (ii) Accessory uses: Offices, recreational and health facilities, therapy facilities, maintenance facilities, hobby and manufacturing activities.
6. **Government and Public Safety Services:** This is a use type for locations and structures that provide a place for the regular transaction of governmental business. This category does not include utilities or industrial-scale public facilities. Examples: Public safety facilities, governmental offices, storage areas and yards, fleet storage, and service areas.
7. **Health Care Facilities:** Larger health care facilities, particularly licensed public or private institutions that provide principal health services, medical

care, emergency care, and surgical care to persons suffering from illness, disease, injury, or other physical or mental conditions. Smaller standalone medical and dental clinics and mental health counseling offices are classified as Office uses.

(i) Examples:
(a) Hospital, hospice center, surgicenter.
(b) Treatment facility: A health care facility providing either or both inpatient or outpatient therapy for substance abuse, mental illness, or other behavioral problems.

(ii) Accessory uses: laboratories, outpatient, or training facilities, and parking, other amenities primarily for the use of facility employees.

8. **Non-Commercial Recreation and Open Space:** This use type includes uses that focus on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. These lands tend to have few structures.
(i) Examples: Passive and active recreation, parks, playgrounds, community gardens, public squares, cemeteries, conservation lands.
(ii) Accessory uses and structures: Clubhouses, playgrounds, maintenance facilities, concessions, caretaker's quarters, and parking for cars and RVs as permitted by the City.

(3) Commercial Uses

a. General Description: Commercial uses include any retail, consumer service, or office use.

b. Use Categories

1. **Amusement and Recreation**: This use type includes a broad array of commercial establishments, divided into indoor and outdoor categories, which operate or provide services to meet varied artistic, cultural, entertainment, and recreational interests of their patrons and the community. Restaurants and bars that provide live entertainment in addition to the sale of food and beverages, are excluded from this classification and categorized as Eating and Drinking Establishments.
(i) Sub-categories:
(a) Adult Business: Any amusement or entertainment establishment, bookstore, massage establishment, motion picture theater, video rental or sales establishment, or other similar use, in which 25% of more of its floor area is customarily not open to the public generally but only to one or more classes of the public excluding any minor by reason of age under Chapter 728, obscenity, Code of Iowa, as amended.
(b) Indoor: movie theaters and live theaters; video arcades; pool halls.
(c) Outdoor: drive-in movie theater; amusement park or theme park; fairgrounds; miniature golf establishments; golf driving ranges; water slides; and batting cages.

2. **Animal Sales and Services**: This use category groups uses related to animal care, sales, and provision of supplies. Some uses, such as kennels, runs, and outdoor play spaces may not be permitted as principal or accessory outdoor facilities where they are incompatible with adjacent uses.

(i) Subcategories

(a) Indoor: Pet stores, dog bathing and clipping salons, pet grooming shops, pet clinics, animal hospitals

(b) Outdoor: Boarding (kennels and stables), any animal sales and service use that includes outdoor runs and/or play areas.

(ii) Accessory Uses and Structures: Indoor and outdoor kennels and runs.

3. **Commercial Assembly:** Commercial assembly is that category of uses that are designed or used primarily for small or large group assembly or meeting. As a principal use, commercial assembly is located in a permanent structure. Temporary commercial assembly, such as a theater in the park event, is regulated separately. Restaurants and bars that provide live entertainment in addition to the sale of food and beverages, are excluded from this classification and categorized as Eating and Drinking Establishments.
   (i) Examples: convention centers, concert halls, banquet facilities, stadiums, arenas, skating rinks (ice or roller), wedding venues.
   (ii) Commercial assembly uses are categorized as large or small based on the criteria in Section 26-141(a)(3), Classification.

4. **Eating and Drinking Establishment:** This is a use category for businesses that prepare or serve food or beverages intended for immediate consumption on or off the premises.
   (i) Examples: Restaurants and bars.
   (ii) Accessory uses and structures: Production of specialty foods or beverages primarily for on-site consumption, such as baking, coffee roasting, and craft brewing; food preparation areas, outdoor seating, offices, and parking.

5. **Financial Services:** Facilities that have as their principal purpose the custody, loan, exchange or issue of money, the extension of credit and the transmission of funds.
   (i) Sub-categories:
      (a) Financial institution: Establishments engaged in deposit banking. Banks and financial institutions may include, but are not limited to, commercial banks, loan or mortgage companies, stockbrokers, savings institutions, credit unions, and other similar uses.
      (b) Alternative financial services: The use of a site for the provision of alternative financial services such as vehicle title loans, check cashing, payday advance/payday loan, or money transfer, including: check cashing business, payday advance/loan business, money transfer business, vehicle title loan business.
   (ii) Accessory uses and structures: drive-in/drive-through facilities, automatic teller machines, parking.
6. **Heavy Commercial:** This use category includes businesses that have a size, functional use, or site difference from other types of commercial that makes the use generally incompatible with residential uses, such as uses that have large outdoor storage and display areas, such as lumber yards and landscape nurseries; or uses that involve frequent interaction with freight trucking or activities that produce excessive noise, dust, or odor. Commercial uses that involve both manufacturing or production and retail

sales belong in this category where the work activities or storage take place outside or in large indoor facilities. .

(i) Subcategories:
  (a) Heavy Retail and Commercial Services: Uses that typically include large areas of outdoor storage, work areas, or display, such as lumber yards, garden and landscaping centers, farm supply and implement sales, RV and camper sales. Trailers and commercial containers mounted on wheels are not accepted structures for outdoor storage unless such trailers and commercial containers remain movable and are regularly moved to and from work sites as part of the principal use of the property. Storage of wrecked or inoperable vehicle(s) is excluded from this category and classified as Waste and Salvage.
  (b) Self-Service Storage: Real property designed and used for the purpose of renting or leasing individual storage space to tenants with access to such spaces for the purpose of storing and removing personal property. All storage of goods and materials under this definition shall occur within a completely enclosed structure. The leasing of space outdoors for storage shall be defined as outdoor storage.

(ii) Accessory Uses: office, outdoor storage, retail and wholesale sales, parking.

7. **Lodging:** Uses in this use type provide customers with temporary housing for an agreed upon term of less than 30 consecutive days; any use where temporary housing is offered to the public for compensation and is open to transient guests.
   (i) Examples: Hotels, motels, bed and breakfast inns, short-term rentals, and RV parks.
   (ii) Accessory uses and structures: food preparation and service, offices, meeting space.
8. **Office:** This type includes uses where people are engaged primarily in on-site administrative, business, or professional activities. These uses are characterized by activities in an office setting that focus on the provision of off-site sale of goods or on-site information-based services, usually by professionals.
   (i) Examples: Real estate, insurance, medical offices and clinics, urgent care facilities, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting, call centers, and similar offices. This category may also include laboratory services that are conducted entirely within an office-type setting.
   (ii) Accessory uses and structures may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.

9. **Parking, Commercial:** A use type that distinguishes principal commercial parking facilities from accessory parking.

10. **Retail Sales and Services:** This is a use type for businesses involved in the sale, lease, or rental of new or used products to the general public at retail, along with the provision of commercial and personal services. Also includes cottage industries, as defined below.

(i) Subcategories:
  (a) Commercial Services: uses that provide services for consumers or businesses, such as copy services, catering, laundromats, dry cleaners, tailors, photographic studios; and uses that provide repair and maintenance of consumer goods, such as office equipment, appliances, bicycles, shoes, and similar.
  (b) Retail sales: Stores selling or leasing a wide variety of consumer, home, and business goods, including convenience food store, drug store, grocery store, clothing store, hardware store, general merchandise store, furniture store, and stores that sell gifts and specialty goods.
  (c) Personal services: Establishments engaged in providing services related to personal care and grooming, such as hair salon, exercise facilities, spa, tanning salon, tattooing, piercing, and body art. Also includes mortuaries and funeral homes.
  (d) Cottage Industry: A firm that manufactures, fabricates, creates, or assembles goods for on-site sales to the general public for personal or household consumption. The goods may also be sold at wholesale to other outlets or firms, but on-site, retail sales is a significant component of the operation. Such uses operate on a small scale, in keeping with the surrounding neighborhood, with little impact in terms of noise, and no discernible impact in terms of vibration, dust, or odor. Examples: artisanal fabrication of craft or custom home goods, furniture, or other products; artist studios; small-scale food or beverage production (such as a microbrewery, bakery, or confectionery).

(ii) Accessory uses and structures: offices; parking; indoor or outdoor storage and display of goods.

11. **Consumer Vehicle and Equipment Sales and Services**: This use type includes a broad range of uses for the maintenance, sale, or rental of motor vehicles and related consumer equipment. This use category is intended for the regulation of personal vehicles; Large vehicles and heavy equipment are regulated in the Industrial and Construction Services use category.
  (i) Subcategories
    (a) Vehicle Sales: Sales, lease, or rental of personal vehicles, including automobiles, motorcycles, pick-up trucks, and incidental maintenance services and auto parts sales associated with such uses.
    (b) Quick Vehicle Servicing: Direct services for motor vehicles where the driver generally waits in the car or on-site before and while the service is performed. The facility may include a drive-through area where the service is performed. Examples include gas stations and car washes.
    (c) Vehicle Repair: Establishments providing repair and servicing of passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Generally, the customer does not wait at the site while the service or repair is being performed. Examples include: vehicle repair shops; auto body shops; transmission and muffler shops; alignment shops; auto upholstery shops; auto detailing services; tire sales and mounting.
  (ii) Accessory uses and structures: Storage, offices, parking.

(4) Industrial Uses

a. General Description: This is a use category including uses that produce goods from extracted and raw materials or from recyclable or previously prepared materials, and also including the design, storage, packaging, shipping and distribution, and handling of these products and the materials from which they are produced.

b. Use Categories

1. **Industrial and Construction Services**: This use type is characterized by companies that are engaged in the repair or servicing of heavy machinery, equipment, products, or by-products, or the provision of heavy services including construction or contracting. Examples include contractor facilities, yards, and pre-assembly yards; welding shops; machine shops; towing and vehicle storage; service and repair of medium and heavy trucks; exterminators; janitorial and building maintenance services; fuel oil distributors; solid fuel yards; laundry, dry-cleaning, and carpet cleaning plants; may include schools for the industrial trades if activities and facilities are similar to other uses in this category. Junkyards and auto salvage are not included in this category but are categorized as Waste or Salvage. Accessory uses and structures: Sales, offices, parking, and storage yards.

2. **Industrial Manufacturing, Assembly, or Processing**: Establishments involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. This category is divided into light and heavy manufacturing based on the potential external impacts (noise, smell, heat, vibration) of the use and the extent to which outdoor production or storage is required. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished, and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory use and structures include offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters.

3. **Natural Resource Extraction**: This use type includes removal of resources from the ground. Example: mining, oil and gas extraction.

4. **Wholesale Sales:** This use type includes facilities used for the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. These uses often include on-site sales staff for order taking, and may include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited as a result of the way in which the firm operates. Products may be picked up on site or delivered to the customer.

5. **Warehousing and Distribution**: Firms involved in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Typical uses include

storage warehouses, distribution centers, moving and storage firms, trucking or cartage operations, truck staging or storage areas. Human occupancy is limited to that required to transport, arrange, and maintain stored materials.

(i) Examples: Warehouses for furniture and appliance stores; household moving and general freight storage; cold storage plants; major wholesale distribution centers; truck and air freight terminals; railroad switching yards; bus and railcar storage lots; taxi fleet parking and dispatch; fleet parking parcel services; major postal sorting and distribution facilities; grain terminals; and the stockpiling of sand, gravel, and other aggregate materials. This use does not include the storage of goods incidental to a different principal use on the same lot, which is considered an accessory use.

(ii) Accessory uses and structures: offices, parking, outdoor storage.

6. **Waste and Salvage**: This is a use category for uses that collect, store, process, or sell waste or salvage materials, or collect and process recyclable material, for the purpose of marketing or reusing the material in the manufacturing of new, reused, or reconstituted products.
   (i) Examples: refuse hauling facility, salvage yard, recycling collection and processing facility; sanitary landfills; waste composting facilities; waste transfer stations; portable sanitary collection equipment storage and pumping; and hazardous waste collection sites.

(5) Transportation, Utilities, and Communication

a. General Description: This use group includes providers and uses that provide public and quasi-public services to individuals and the community in the following categories.

b. Use Categories

1. **Alternative Energy Production**: This is a use category that includes energy produced from resources that are regenerative, such as wind and solar energy.
2. **Transportation**: This is a use category that includes uses involving public and private modes of transportation.
   (i) Examples: bus terminal (but not individual bus stops), train terminal, airport, heliport, park and ride lot.
3. **Utilities and Public Facilities**: This use type includes structures and locations for public or private lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and facilities for the generation of electricity. Utility uses may or may not have regular employees at the site and the services may be public or privately provided.
   (i) Subcategories
      (a) Utilities, major: Infrastructure services that have substantial land use impacts on surrounding areas. Typical uses include, but are not limited to, water and wastewater treatment facilities, major water storage facilities, railroad infrastructure, and electric generation plants.
      (b) Utilities, minor: Infrastructure services that do not have substantial impacts on surrounding areas or are otherwise necessarily distributed throughout the community to aid in the operation, distribution, collection, conveyance, transmission, storage or other necessary aspect of a public or private utility service. Typical uses include electric substations, pump or lift stations, water towers,

electric or control vaults or cabinets, and other similar equipment or structures necessary for the operation of any public or franchised private utility or service.

4. **Wireless Communication Facilities**: This use type includes structures, locations, and equipment for the transmission of voice, data, image, video, or other electronic programming.

(6) Agricultural Uses

a. General Description: This is a category of uses characterized by active and on-going agricultural uses, activities, and related uses. An agricultural use, in general, means the use of land for the growing and production of field crops, livestock, aquatic, and animal products for the production of income. Other agricultural uses might include fruit and vegetable stands, livestock sales, wholesale nurseries, and stables. Lands in agricultural uses and districts may also be held for preservation and conservation purposes. The sale or service of agricultural products and equipment included in similar commercial use categories.

b. Use Categories

1. **Agricultural Cultivation:** Uses in this category are characterized by the cultivation of plants for consumption or commercial sale. Products may include, but are not limited to, vegetables, grains, fruits, plants, sod, trees, and other similar products.
   (i) Sub-categories
      (a) General Crop Farms: examples include truck farming; grain farming; tree farms; fruit, nut, and berry farms; and wineries.
      (b) Community gardens: A parcel of land where members of the community have access to individual garden plots for the cultivation of fruits, flowers, vegetables, or ornamental plants.
      (c) Plant Nursery: A parcel of land used to raise plants, shrubs, trees, and other horticultural and floricultural products, conducted within or without an enclosed building.
   (ii) Accessory Uses and Structures: farm dwelling; greenhouse, retail sales, office, parking; indoor and outdoor storage, machine shed and other farm outbuildings
2. **Animal Agriculture:** Uses in this category are characterized by the commercial breeding, raising, and/or keeping of fish, livestock, and/or any type of fowl for sale or use of the animal, their products, or byproducts. Accessory uses and structures: Farm dwelling, offices, indoor and outdoor storage, machine sheds and other farm outbuildings; feedlots; pasture.
3. **Agricultural Infrastructure Facilities:** Uses in this category support agricultural production, including: including grain elevators, commercial feed outlets, farm supply stores, truck and animal weigh stations, and agricultural chemical or fuel bulk and storage facilities.

Section 6. The introductory paragraph for Section 26-126, Detached Accessory Structures, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following introductory paragraph, is enacted in lieu thereof:

Accessory structures shall be permitted in all zoning districts, subject to the floodplain regulations contained in this article, where applicable, in accordance with the following provisions. If any of said provisions conflict with a provision or provisions in a Character

District, as determined by the Zoning Administrator, the Character District provision(s) shall apply.

Section 7. Section 26-127, Setbacks for corner lots, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, shall include an introductory statement, as follows:

This section does not apply in Character Districts.

Section 8. Sec. 26-189, Central Business District Overlay Zoning District, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinance of the City of Cedar Falls, Iowa is hereby repealed in its entirety.

Section 9. Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add new Sections 26-191 to 26-197 (previously reserved), to establish Character District regulations and standards, as set forth in the attached Exhibit A, incorporated herein by reference.

Section 10. Paragraph (c)(1) of Section 5-5, Conditions for issuance of license or permit, within Article I, In General, of Chapter 5, Alcoholic and Malt Beverages, is hereby repealed in its entirety and the following paragraph (c)(1) is enacted in lieu thereof:

(1) The place of business for which such liquor control license or wine or beer permit is sought must be located within a commercial district (C-1, C-2, C-3, S-1, HWY-1, PC-2, PO-1, MPC, BR), industrial district (M-1, M-2, M-P), MU Mixed Use Residential District, or CD-DT Downtown Character District.

Section 11. Paragraph (b) of Section 13-38, Location restrictions, of Division 1, Mobile Merchants, of Article II, Specific businesses and occupations, of Chapter 13, Licenses and Business Regulations, is hereby repealed in its entirety and the following paragraph (b) is enacted in lieu thereof:

(b) Mobile merchants who are engaged in business on private property may only do so if said property is located within a commercial district (C-1, C-2, C-3, S-1, HWY-1, PC-2, PO-1, MPC, BR), industrial district (M-1, M-2, M-P), MU Mixed Use Residential District, or within the Urban General, Urban General 2, or Storefront Frontage Designations of the CD-DT Downtown Character District.

Section 12. Paragraph (d) of Section 19-74, Certain commercial use of public sidewalks, of Division 1, Generally, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, is hereby repealed in its entirety and the following paragraph (d) is enacted in lieu thereof:

(d) Tables, chairs and/or benches. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District or within the Urban General, Urban General 2, or Storefront Frontage Designations of the CD-DT Downtown Character District under the zoning chapter, who 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:

Section 13. Paragraph (e) of Section 19-74, Certain commercial use of public sidewalks, of Division 1, Generally, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, is hereby repealed in its entirety and the following paragraph (e) is enacted in lieu thereof:

(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 or within the Urban General, Urban General 2, or Storefront Frontage Designations of the CD-DT Downtown Character 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:

Section 14. Paragraph (a)(2) of Section 19-94, Use of public sidewalks for sidewalk cafes, of Division 2, Sidewalk Cafes, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, is hereby repealed in its entirety and the following paragraph (a)(2) is enacted in lieu thereof:

(2) Are within those areas of the city that are zoned C-3 Commercial District or within the Urban General, Urban General 2, or Storefront Frontage Designations of the CD-DT Downtown Character District, under the zoning chapter;

INTRODUCED: September 7, 2021

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

26-191 Introduction to Character Districts & Definitions

How to Use the Character Districts
Look at the adopted ZONING MAP to determine if property is located within a Character District with an adopted REGULATING PLAN.

If no:

These standards are not applicable.

If yes:

I want to know what is allowed for my property:

1. Find the specific property in question on the adopted REGULATING PLAN. Identify the REQUIRED BUILDING LINE and the PARKING SETBACK LINE. The color of the fronting STREET-SPACE determines the applicable BUILDING FORM STANDARD (see the key located on the REGULATING PLAN).
2. Find the applicable BUILDING FORM STANDARD in *Section 26-193. Building Form Standards*. The standards in *Section 26-193.1 General Provisions* that apply to all properties in the Character Area Districts. The BUILDING FORM STANDARD describes the parameters for development on the site in terms of placement, height, elements, and use.
3. Additional regulations regarding architecture, streets and other public spaces, parking requirements, and permitted building functions are found in *Sections 26-194 through 26-197.*
4. See *Sections 26-36* through *26-39* for information on the development review process.

I want to modify an existing building:

Determine whether your intended changes would trigger a level of code compliance by looking at *Section 26-193 Building Form Standards* and the Proportionate Compliance Table in *Section 26-63.*

If yes, follow the process delineated therein (and the indicated portions of steps 2-4, above).

I want to establish a new use in an existing building:

Find the property on the REGULATING PLAN and determine the applicable BUILDING FORM STANDARD. Determine whether the use is allowed by looking at the Permitted Use Table in *Section 26-197.* If the use is listed with a cross-reference in the right-hand column, refer to those specific performance standards.

I want to change the REGULATING PLAN regarding my property:

Minor adjustments to an adopted Character District REGULATING PLAN are permitted according to *Section 26-192.H.* A Character District REGULATING PLAN is amended through a Rezoning Process. See *Section 26-4 Amendments to Chapter.*

I want to subdivide my property:

Property may be subdivided in accordance with the procedures of Chapter 20 Subdivisions. Any subdivision of a property within a Character District shall also meet the applicable standards of *Sections 26-192 to 197.*

Character Districts: Sections 26-191 to 26-198

26-191. Introduction & Definitions

26-192. Regulating Plans

26-193. Building Form Standards

26-194. Architectural Standards

26-195. Public Realm Standards

26-196. Parking & Loading

26-197. Building Functions

26-198. Reserved

26-199. Reserved

A. Purpose & Intent

This section establishes the Character Districts. *Sections 26-192* through *26-198* provide the rules for development in these districts.

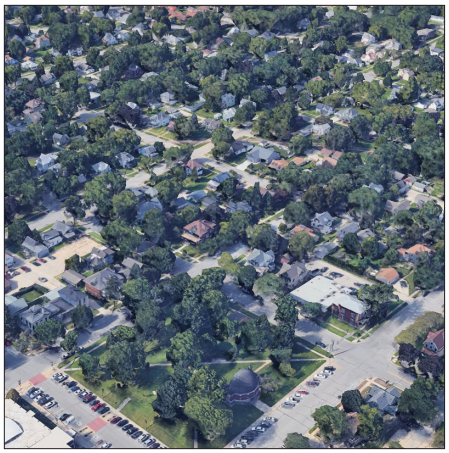
The Character Districts are established to implement adopted community vision plans. They focus on community character, through an emphasis on development character, intensity, and physical form and patterns, rather than solely on land uses. They emphasize the relationship between private development and the public realm to promote an overall sense of place within the designated areas of Cedar Falls, while allowing a wide variety of land uses.

A Character District is a defined geographic area in a specific location (rather than a land use designation on a single parcel) that accommodates a mix of uses—either within the same building, on the same parcel, or within close proximity—in a pedestrian-oriented, transit-supportive, compact, walkable form. Each Character District is developed around an existing or new interconnected street network. These Districts are intended to maintain or create traditional urban design and preserve and enhance community character. All Character Districts provide a range of housing options and include, and/or are within walking distance of, a mixed-use center.

Birds-Eye Downtown Cedar Falls

New Character Districts may be designated or created. The City or the property owner shall plan, design, and construct any new Character Districts to be integrated with the larger community and accessible by all modes of transportation—private automobile, public transit, bicycle, and pedestrian.

The District regulations establish requirements related to form, character and design that will complement the established pattern, promote compatible infill and redevelopment, and create an environment where people can live, work, learn, worship, and relax within a compact urban setting. The standards foster a system in which buildings are oriented toward the street or public realm, and organized around perimeter BLOCKS,[1] ideally with rear lot service access via ALLEYS or shared drives.


Aerial photo Cedar Falls Neighborhood

B. Organization

Each Character District is mapped by a REGULATING PLAN and divided into two or more building frontages. Each building frontage is defined primarily by a common scale, character, and intensity, rather than land use category (although uses are broadly regulated).

The Character District regulations include a set of BUILDING FORM STANDARDS that establish a hierarchy of development forms, within which the scale and intensity can be tailored for each designated Character District. The goal of the BUILDING FORM STANDARDS is to create a vital and coherent public realm

1 *Certain terms in the Character District Sections of this Code are used in specific ways, often excluding some of the meanings of common usage. Wherever a word is in SMALL CAPITALS format, consult Section G. Key Character District Concepts (below) or* this *Section G* and *H for its specific and limited meaning within the Character Districts.*

through the definition and shape of the STREET-SPACE—the specific physical and functional character—of the Character Districts.

1. The regulations on building forms are applied at the parcel level and put primary emphasis on the building frontage—the relationship between the building and the STREET-SPACE. The regulations work together to frame the PUBLIC REALM throughout each Character District.
2. The BUILDING FORM STANDARDS are tailored to the existing or desired physical context of each Character District, using a range of scales and intensities, as identified by the adopted plan.

College Hill, mixed-use core area.

C. Applicability

1. Where an adopted REGULATING PLAN is shown on the zoning map, these Character District standards immediately apply at the parcel level.
2. The process for developing or redeveloping within a Character District is delineated in *Section 26-36 through Section 26-39. Site Plan*.

D. Other Applicable Regulations

Where apparent conflicts exist between the provisions of the Character Districts and other existing ordinances or approvals, these Character District standards shall govern within a Character District.

E. Minimum Requirements

In interpreting and applying the provisions of the Character Districts, they are the minimum requirements for development under this Code.

Downtown, Parkade area.

F. Components

The Character District standards are included in the following sections:

1. *Section 26-191 Introduction & Definitions* instructs on the use and organization of the Character District Code. It's *Definitions* component includes those terms that are used in the Character District regulations in specific ways, often excluding some of the meanings of common usage. Wherever a word is in SMALL CAPITALS format, consult *G. Key Character District Concepts*, below, or *H. Definitions* for its specific and limited meaning. Where there is an apparent contradiction between the definitions in the Character Districts and those elsewhere in the Cedar Falls Zoning Ordinance, the definitions in this section shall prevail. Words used but not defined in the Character Districts, but that are defined elsewhere in the Cedar Falls Zoning Ordinance, shall have the meanings set forth therein.
2. *Section 26-192 Regulating Plans:* The REGULATING PLAN is the application map for each Character District. The REGULATING PLAN provides specific information on the rules for development within the parcel. The REGULATING PLAN makes the development standards place-specific, by designating the BUILDING FORM STANDARD frontages and delineating the public spaces.

   The REGULATING PLAN identifies: the boundaries for the Character District; existing and new streets; the REQUIRED BUILDING LINE; and the PARKING SETBACK LINE throughout the Character District; and may identify additional regulations and/or special circumstances for specific locations.

3. *Section 26-193 Building Form Standards* sets out the rules for building siting, scale, and massing that control how buildings frame and relate to the STREET-SPACE or public realm. The BUILDING FORM STANDARDS establish the parameters for development on each site in terms of building placement, height, elements, and uses.
4. *Section 26-194 Architectural Standards* provide parameters for a building's exterior elements, with an emphasis on FACADES. These standards govern materials, configurations, and techniques for development under all BUILDING FORM STANDARDS. They are established in order to ensure a coherent and high-quality building character that is complementary to the best traditions of Cedar Falls.
5. *Section 26-195 Public Realm Standards* include standards for the public realm: streets and sidewalks, and SQUARES, CIVIC GREENS, and other public open spaces. They are established in order to ensure a vital and complete public realm with a high level of walkability.
6. *Section 26-196 Parking and Loading Standards* provide goals and requirements to promote a "park once" environment through shared parking and encourage pedestrian-friendly, walkable Character Districts.
7. *Section 26-197 Building Function Standards* define the uses allowed and/or required on ground floors and in upper floors, correlated with each BUILDING FORM STANDARD. Because the Character Districts emphasize form more than use, these standards include fewer, broader categories than those provided elsewhere in the Cedar Falls Zoning Ordinance.

G. Key Character District Concepts

The following list of concepts are important components of the Character District regulations and are provided here for quick reference. These and other terms in the Character District sections are used in specific ways, often excluding some of the meanings of common usage. Wherever a word is in SMALL CAPITAL format, consult below or *H. Definitions* for its complete specific and limited meeting

Attic Story:
Habitable space situated within the structure of a pitched roof and above the uppermost STORY that does not count against the ultimate building or STORY height if constructed within the prescribed standards.

Block:
An increment of land comprised of lots, ALLEYS, and parcels circumscribed and not traversed by streets (PEDESTRIAN PATHWAYS excepted). BLOCKS are measured at the REQUIRED BUILDING LINE (RBL).

Buildable Area:
The area of the lot that structure(s) may occupy, which generally includes the area of the lot behind the REQUIRED BUILDING LINE and excluding any required setbacks, as designated in the individual BUILDING FORM STANDARD. Any building additions shall be within the specified BUILDABLE AREA.

Clear Sidewalk:
The portion of a sidewalk that must remain clear of obstructions (furniture, signage, trees, lighting, etc.) to allow for unimpeded public passage.

Clearly Visible from the Street-Space:
Some requirements of the Character Districts apply only where the subject is "clearly visible from the STREET-SPACE." (Note the definition of STREET-SPACE below.) A building element more than 30 feet from a REQUIRED BUILDING LINE or STREET-SPACE is by definition *not* CLEARLY VISIBLE FROM THE STREET-SPACE. Common or party walls are by definition *not* CLEARLY VISIBLE FROM THE STREET-SPACE.

Dooryard:
The area within the STREET-SPACE, extending across the entire frontage of the lot, between the building FAÇADE (the REQUIRED BUILDING LINE) and the CLEAR SIDEWALK. This area may be hard-surfaced or planted according to *Section 195.2.A Public Realm Standards, General, Dooryards.*

Façade *(building face)*:
The building elevation facing the STREET-SPACE or REQUIRED BUILDING LINE. Building walls facing private interior courts, COMMON LOT LINES, and ALLEYS are not FAÇADES (they are elevations).

Fenestration:
Openings in a wall, including windows and doors, allowing light and views between the building and/or lot interior (private realm) and exterior (PUBLIC REALM).

Parking Setback Line:
A line or plane, generally parallel to the REQUIRED BUILDING LINE, that extends vertically up from the ground STORY floor level (unless otherwise noted on the REGULATING PLAN), behind which parking may be located.

Private Open Area:
An occupiable area within the BUILDABLE AREA, generally only accessible to occupants of the particular building or site, and (primarily) open to the sky. The permitted location(s) for the PRIVATE OPEN AREA is designated in the individual BUILDING FORM STANDARD.

Public Realm:
See STREET-SPACE

Required Building Line (RBL):
A line or plane indicated on the REGULATING PLAN, defining the street frontage, that extends vertically and is generally parallel to the street, at which the building FAÇADE shall be placed. It is a requirement, not a permissive minimum, such as a setback. (The minimum length and height of FACADE that is required at the RBL is shown on the applicable BUILDING FORM STANDARD.)

Street-Space (Public Realm):
The space between fronting FAÇADES or REQUIRED BUILDING LINES, including streets, SQUARES, GREENS, sidewalks, DOORYARDS, and parks—but not within ALLEYS.

Street Wall:
A primarily masonry wall which assists in defining the STREET-SPACE, filling in the gaps between adjacent building FAÇADES.

Tree Lawn *(tree trench/planting strip)*:
A continuous strip of soil area—typically covered with bridging pavement, tree grates, porous pavers, or grass and other vegetation—located between the back of curb and the CLEAR SIDEWALK, and used for planting STREET TREES and configured to foster healthy STREET TREE root systems. TREE LAWN configurations are specified in the *Public Realm Standards, Section 195.5.*

H. Definitions

The following terms are defined for the purpose of the Character Districts. Terms not defined here may be defined elsewhere in the zoning ordinance. In such case, the definition contained in the zoning ordinance shall be used. Certain terms in these districts are used in very specific ways, often excluding some of the meanings of common usage. Where there is an apparent conflict or contradiction, the definition herein shall prevail.

Alley. The public right-of-way or public access easement for vehicles and pedestrians within a block that provides service access to the rear or side of properties, vehicle parking (e.g., garages), loading docks, utility meters, recycling containers, and garbage bins.

Attic Story. See *G. Key Character District Concepts*.

Awning. A solid or fabric-on-frame roof-like element attached to the façade or required building line side of a building to provide shelter or shade.

Balcony. An exterior platform attached to the upper stories of the building façade (generally forward of the required building line).

Bay Window. Generally, a U-shaped enclosure extending the interior space of the building forward of the facade/ required building line (along its street-space side).

Block. See *G. Key Character District Concepts*.

Block Corner. The outside corner of a block at the intersection of any two required building lines. Inside corners, where the resulting angle formed by the block face is less than 180 degrees (concave) are not considered block corners for the purposes of the Character Districts.

Block Face. The required building line frontage between block corners.

Building Corner. The outside corner of a building where the primary building mass is within an angle less than 180 degrees. Inside corners, where the exterior space of the building mass forms an angle of more than 180 degrees are not considered building corners for the purposes of the Character Districts.

Buildable Area. See *G. Key Character District Concepts*.

Building Form Standards (bfs). The part of the Character District standards that establish basic parameters regulating building form, including: the envelope (in three dimensions); placement on the lot; and certain permitted and required building elements, such as shopfronts, balconies, and fenestration.

Canopy. The solid or fabric-on-frame roof-like element, covering an entry door(s), attached to the façade or required building line side of the building to provide shade or shelter.

Civic Buildings. Those buildings designated on the regulating plan that are or were designed to house strictly civic or cultural assembly uses or are historically and urbanistically significant structures. These may include meeting halls; libraries; schools; police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; courthouses; and other similar community uses. Public ownership alone does not constitute a civic building. Civic buildings and publicly-owned public art are not subject to the building form standard prescriptions of the Character Districts unless specifically noted otherwise.

Clear Height. Within a structure, the habitable distance between the floor and ceiling. For entrances and other external building features, the unobstructed distance from the ground/sidewalk to the lowest element above. Clear height is not applicable to parking structures.

Clear Sidewalk. See *G. Key Character District Concepts*.

Clearly visible from the Street-Space. See *G. Key Character District Concepts*.

Common Lot Lines. Lot lines shared by adjacent private lots.

Cottage. The building form used for a Cottage Court.

Cottage Court. The configuration of small single unit buildings/houses around a shared courtyard green space that is open to the street-space.

Corner Lot**.** A lot that has frontages on two intersecting street-spaces. Special building placement, fencing and landscape requirements may apply.

Courtyard. The shared central area, that is open to the street-space in a cottage court configuration.

Duplex A two-unit dwelling, built according to the Neighborhood Medium or Neighborhood Small frontage standards, with the two units arranged either side by side or one above the other in the same structure, each having substantially the same exposure to the street frontage.

Dooryard. See *G. Key Character District Concepts*.

Equivalent or Better. A building material or construction technique that has been determined, by the Zoning Administrator in consultation with the Zoning Review Committee, to be at least equal to, in appearance, durability, etc., or surpassing those expressly permitted herein.

English Basement. A habitable floor level below the first floor that is partially above and below grade. The ceiling of an english basement is at least 3 feet above sidewalk grade with windows and an entry with direct street-space access. English basement units do not count against the story height limit but do count against the maximum height measurement. An english basement unit is considered an accessory dwelling unit.

Façade Composition. The arrangement and proportion of materials and building elements (windows, doors, columns, pilasters, bays) on a given façade.

Fenestration. See *G. Key Character District Concepts*.

Forecourt. A building facade configuration where a central portion of the facade is set back from the required building lines to form a space that is enclosed on 3 sides by building elevations, with the entry door on one of the three elevations. Forecourts are limited in size and must satisfy all their frontage standards.

First Floor. See Ground Story.

Front Porch. An entry platform attached to the ground story façade or required building line side of the building.

Green or Square. A public open space designated on the regulating plan. The term green is used to describe a small public lawn, playground, or other public open area that is primarily unhard-surfaced . The term square is generally used to describe spaces that have more hard-surfaced area. See *Section 26-195 Public Realm Standards* for the specific controls on greens and squares.

Ground Story. The first habitable level of a building at or above grade. The next story above the ground story is the second story or floor.

Mezzanine. An intermediate level between the ground story and the second story that may be in the form of a platform, podium, or wide balcony.

Muntin. A strip of wood or metal separating and holding panes of glass in a window, less than 1" in thickness. Muntins divide a single window sash or casement into a smaller grid system of panes of glass.

Parking Setback Line. See *G. Key Character District Concepts*.

Pedestrian Pathway. A publicly accessible interconnecting hard-surfaced way, open to the sky, providing pedestrian and bicycle passage through blocks running from a street-space to another street-space, alley, or an interior block parking area.

Privacy Fence. An opaque fence generally along alleys, pedestrian pathways, and common lot lines. See the *Section 26-193 Building Form Standards* for height and placement specifications and *Section 26-194 Architecture* for material and configuration standards.

Private Open Area. See *G. Key Character District Concepts*.

Public Realm. See *G. Key Character District Concepts*.

Regulating Plan. The implementing plan for development within the Character Districts. Regulating plans designate the building form standards for private development and may provide specific information for the disposition of each building site. The regulating plan also shows how each site relates to adjacent street-spaces, the overall district, and the surrounding neighborhoods.

Required Building Line (rbl). See *G. Key Character District Concepts*.

Rowhouse. A single-unit multi-story attached building, sharing one or more common walls with at least one other unit, and with a direct street-space facade entry and no principal dwelling unit above another principal dwelling unit.

Shared Parking. Automobile parking that is visible and accessible to the public for a minimum portion of each day.

Shopfront. The area of the frontage running, vertically from the sidewalk up to the bottom of the second story floor structure and horizontally, the full width of the interior shop or store space. This is comprised of the various architectural elements including kneewalls, transoms, window panes, mullions, muntins, posts, pilasters, columns, and any roofs, cornices or eaves—all of which shall comply with the standards of *Section 26-193.3 Building Form Standards, Storefront Frontages,* and *Section 26-194.4.F. Architectural Standards, Shopfronts.*

Sidewing. The portion of a building attached to and behind the primary structure extending along a common lot line toward the alley or rear of the lot.

Small Apartment. A multi-unit dwelling built according to the Neighborhood Medium or Neighborhood Small frontage standards.

Square. See green.

Stoop. An entry platform on the façade of a building. (See the individual building form standards for specifications.)

Story. That space within a building and above grade that is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above.

Street-Space. See *G. Key Character District Concepts*.

Street-Space Frontage. That portion of the lot or building that is coincident with the required building line as required by the Character Districts.

Street Tree. A tree required in the Character Districts that is used to define the street-space or pedestrian realm and listed in the Street Tree List in *Section 26-195 Public Realm Standards.* Street trees are large enough to form a shade canopy with sufficient clear trunk to allow traffic to pass under unimpeded.

Street Wall. See *G. Key Character District Concepts*.

Tree Lawn. See.*G. Key Character District Concepts*.

Uses. See *Sections 26-132* and *26-133* for categories and definitions.

Zoning Review Committee (ZRC). An internal staff committee established to review development proposals for compliance with applicable Character District regulations and to interpret the ordinance in such a way as to carry out its purpose and intent. The committee shall consist of the Zoning Administrator, the Building Official, and a Planner designated by the Zoning Administrator.

Section 26-192 Regulating Plan

Character District Sections:
26-191 to 26-198

191. Introduction & Definitions
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

A. Purpose and Intent

The REGULATING PLAN is the controlling document and principal tool for identifying the applicable regulations in each Character District. Each Character District will have its own REGULATING PLAN.

1. The REGULATING PLAN is the mandatory base zoning for the Character District.
2. The REGULATING PLAN makes the Character District development standards place-specific by:
   a. Identifying the boundaries of the district;
   b. Laying out a specific street and BLOCK configuration, including any new streets;
   c. Designating the building frontage for each STREET-SPACE (regulated in *Section 26-193, Building Form Standards*);
   d. Identifying any CIVIC BUILDINGS; and
   e. Delineating any new or existing GREENS or SQUARES.
3. The REGULATING PLAN also specifies the REQUIRED BUILDING LINE and PARKING SETBACK LINE. *See also the Placement page in the indivdual building frontage in Section 26-193 Building Form Standards.*
4. The REGULATING PLAN may identify:
   a. Specific characteristics assigned to a lot or a section of street frontage;
   b. Additional regulations for lots in specific locations;
   c. Exceptions to the BUILDING FORM STANDARDS or other Character District standards related to unique context or urban design.
5. Changes to an adopted REGULATING PLAN beyond those specifically allowed in this section will require a rezoning process. (*See H Amending Regulating Plans below.)*

B. REGULATING PLAN Configuration Standards

1. Building form frontages on the REGULATING PLAN
   a. The applicable building form frontages for private parcels are designated on the REGULATING PLAN by their street frontage.
   b. The BUILDING FORM STANDARDS—which define the form and character of the district—are allocated based on the adopted Vision Plan.
2. Streets
   a. Generally, connectivity of the street grid throughout the Character Districts, specifically intersection alignments, is regulated by these standards. An interconnected street grid is fundamental to creating a compact, walkable, and bikeable environment that is transit-supportive. These standards are intended to preserve and establish that connectivity, whether it is constructed immediately or in a phased manner. The REGULATING PLAN delineates the street network that creates a pattern for growth while providing flexible opportunities for infill.
   b. Streets on an adopted REGULATING PLAN shall be considered mandatory when developing under this district: if proposed they shall be included, if existing they shall not be removed.

c. No STREET-SPACE may be gated.

d. All lots shall share a frontage line with, and all principal buildings shall directly front, a STREET-SPACE and/or a REQUIRED BUILDING LINE - as designated on the approved REGULATING PLAN. Phased projects may meet this requirement for each phase of development, satisfying it in increments.

e. Where a new street or a street stub-out is shown on the REGULATING PLAN, no other curb cut and/or intersecting street is permitted within 100 feet.

3. New Streets designated on the REGULATING PLAN

a. Any new streets will require subdivision and a new plat. Consult the Zoning Administrator.

b. In addition to the street connectivity requirements in *2. Streets* above, the following standards apply to those streets constructed after the adoption of the Character District REGULATING PLAN.

(i) New streets designated on the REGULATING PLAN may or may not be immediately constructed.

(ii) Any new streets that create frontage on a parcel being developed shall be constructed at the time of development.

(iii) New streets shall be public.

c. If constructed within 50 feet of the center line location in an adopted REGULATING PLAN, the street repositioning will not require a rezoning, provided the resulting configuration meets these street configuration standards and that any other properties with frontage are not adversely affected. All regulatory elements of the street, such as the REQUIRED BUILDING LINE, PARKING SETBACK LINE, and the building form frontage designation, shall move with any street repositioning.

d. Additional new streets or ALLEYS may be added to an adopted REGULATING PLAN by an applicant to create a smaller BLOCK pattern; however, no streets or ALLEYS may be deleted without being replaced and the result shall meet all the prescriptions of the Character District standards.

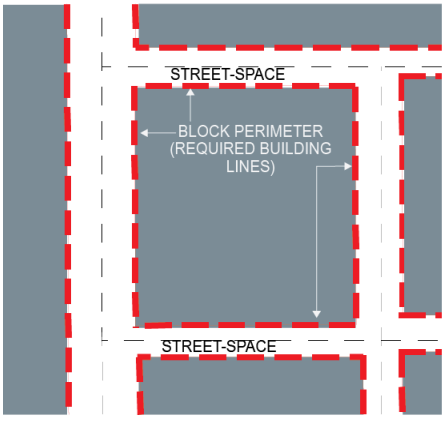


Diagram A.

C. Blocks

1. BLOCKS are measured at the REQUIRED BUILDING LINES or, where a REQUIRED BUILDING LINE is not present, along public rights-of-way, or other public, conservation, and/or property outside of the Character District. All lots and/or contiguous lots shall be considered to be part of a BLOCK for this purpose. (see Diagram A)

2. Within an approved REGULATING PLAN: no BLOCK FACE shall have a length greater than 360 feet without an ALLEY, public access easement or PEDESTRIAN PATHWAY of not less than 24 feet in width, providing through-access to another STREET-SPACE, or ALLEY. If a BLOCK does not meet this standard, then at the time of development, the following standards apply:

a. Individual lots with less than 100 feet of STREET-SPACE frontage are exempt from this requirement.

b. Lots from 100 through 200 feet in frontage shall, in coordination with the Zoning Review Committee, reserve a public access easement at least 12 feet wide, unless already satisfied within that BLOCK face.
c. Lots with over 200 feet of street frontage shall meet the through-access requirement within their lot, unless already satisfied within that BLOCK face.
d. New lots shall not be platted in order to avoid/circumvent the through-access requirement

The Zoning Administrator in consultation with the ZRC shall determine which type of through-access must be implemented.

3. Where a new REGULATING PLAN is being created, or an approved REGULATING PLAN is being amended that involves a change to the number of streets or BLOCKS, the following standards apply:
   a. No BLOCK FACE shall have a length greater than 360 feet.
   b. The average perimeter of the BLOCKS within the developed area shall not exceed 1100 feet.
4. Curb Cuts: No new curb cuts are permitted unless otherwise specified below. The creation and retention of curb cuts in the CHARACTER DISTRICT shall be dependent on their providing access to, and circulation for, ALLEYS as per the following:
   a. For lots with ALLEY access, existing or in a redevelopment plan, existing curb cuts other than those necessary for ALLEY circulation, shall be eliminated or vacated at the time of redevelopment.
   b. For lots without ALLEY access, existing curb cuts may be maintained or required to be relocated, subject to the standards of this section.
   c. For lots without a curb cut or ALLEY access, new curb cuts for shared driveways have priority over those for single access. No new curb cut may be within 100 feet of another curb cut except where the new curb cut provides needed access for existing or planned ALLEY circulation.
   d. All curb cuts are subject to Zoning Review Committee approval. (*See Section 26-196.C.5)*
5. Where a parking structure or surface lot with more than 20 spaces, existing or planned, is being provided with at least 40% of its spaces available to the general public, existing curb cuts that provide access to the public parking may be retained or relocated even if the lot has ALLEY access. Such parking must meet the requirements of *Section 26-196.C.5* for shared parking.

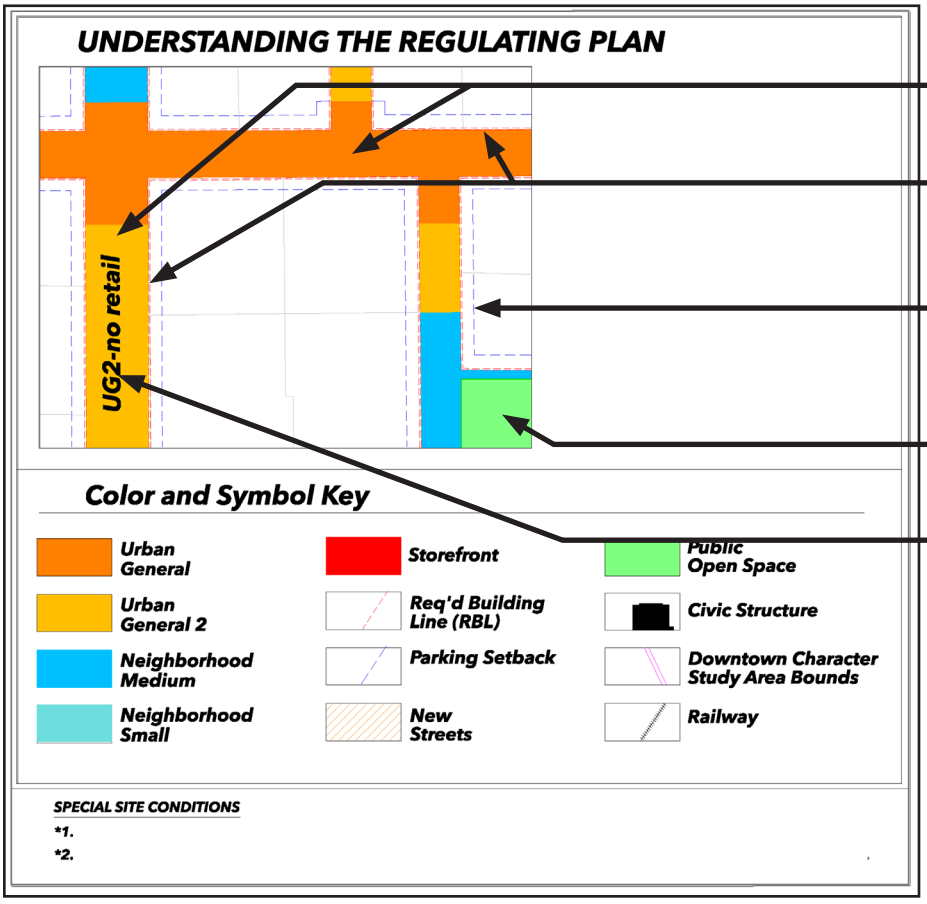
D. Alleys

ALLEYS provide internal BLOCK circulation and shared access to rear parking and service areas. They may also serve as fire lanes.

1. Existing ALLEYS shall be maintained.
2. Access to parking and service areas shall be from ALLEYS or public access easements as set forth in this section. ALLEYS or public access easements shall, at the time of redevelopment, provide access to the rear of all lots. The Zoning Administrator may waive or approve alternative access to parking and service areas where the absence of the ALLEY would not deprive an adjacent lot/neighbor of rear lot access, and:
   a. The lots are on a perimeter common to non-developable or conservation lands, or
   b. A lot has streets on three sides.
3. ALLEYS may be incorporated into parking lots as standard drive aisles. Access from ALLEYS to all adjacent properties shall be maintained.
4. In Storefront, Urban General, and Urban General 2 frontages, vehicular access between adjacent parking lots and across property lines is encouraged.
5. In Storefront, Urban General, and Urban General 2 frontages, where an ALLEY does not exist and is not feasible to construct at the time of development of any property, the applicant is required to preserve rear service access and maintain the area within the rear setback by, at a minimum:
   a. Providing routine landscape maintenance to the area.
   b. Keeping the area clear of debris, stored materials, and stored or parked vehicles.

E. Public Open Space
Standards for structures and plantings in public open spaces are provided in *Section 26-195 Public Realm Standards*.

F. Sample Regulating Plan Key
Each REGULATING PLAN contains a key explaining the plan designations. The key below, *Illustration B*, is provided as an example.



UNDERSTANDING THE REGULATING PLAN

BUILDING FRONTAGE DESIGNATION
The color filling the right-of-way indicates the relevant BUILDING FORM STANDARD (BFS) rules governing your site.

REQUIRED BUILDING LINE (RBL)
This red dashed line indicates the RBL for your site. The building must be *built-to* the RBL.

PARKING SETBACK LINE
Vehicle parking (above ground) is not allowed forward of this blue dashed line unless otherwise noted on the REGULATING PLAN or in this section.

GREEN or SQUARE
Public Open Space. Refer to the City for details.

SPECIAL CONDITION
Specific limitation or allowance regarding the BUILDING FORM STANDARD for this frontage or site.

Illustration B.

G. Example Regulating Plan

Each Character District has its own REGULATING PLAN. The REGULATING PLAN below is provided as an example. See the City for the REGULATING PLAN for a specific Character District.

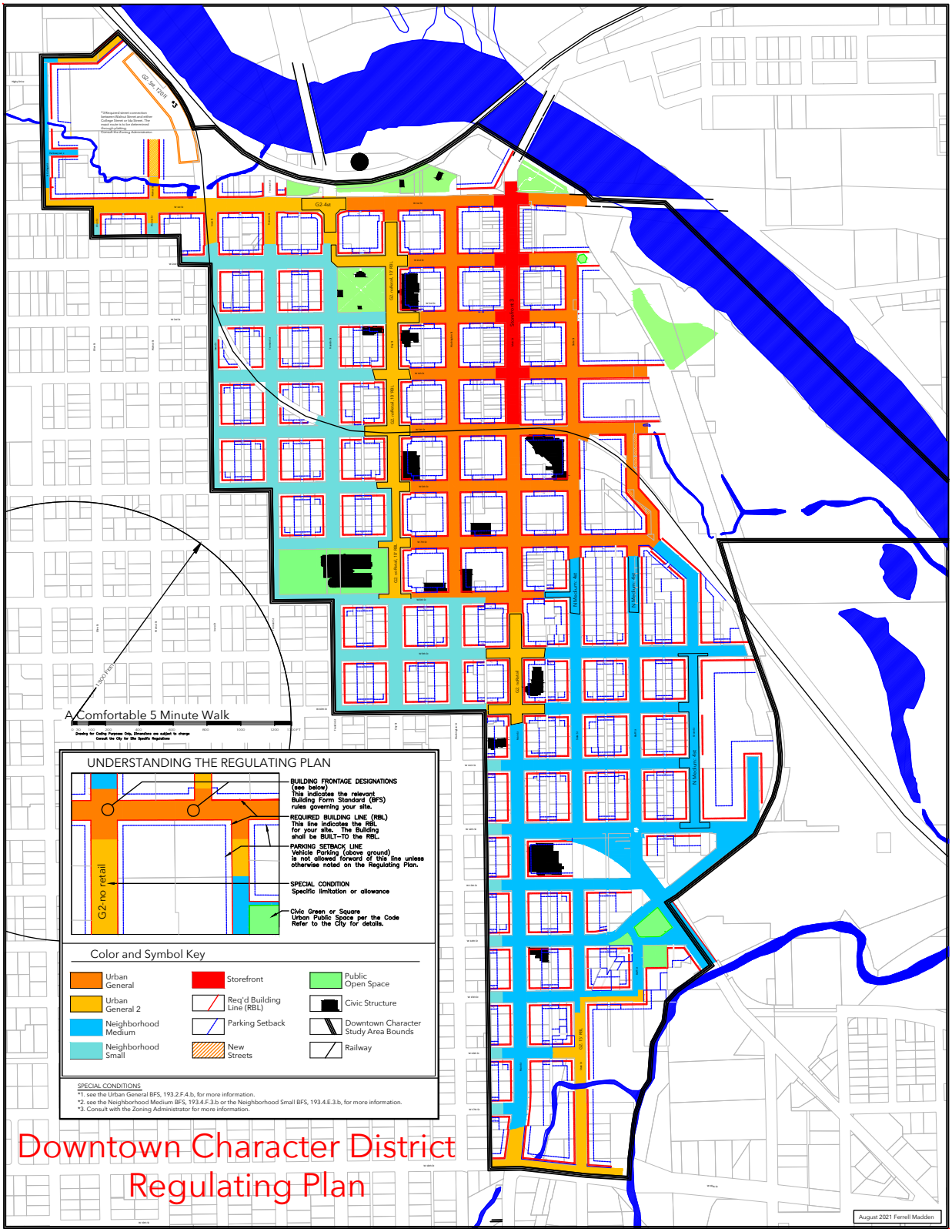


Illustration C. This image of the REGULATING PLAN for the Downtown Character District is shown for illustrative purposes only; refer to the City for the REGULATING PLAN specific to your Character District.

H. Amending Regulating Plans

1. Certain minor reconfigurations to the street alignments shown on an adopted REGULATING PLAN may be allowed, subject to re-platting and the design standards in *Sections B.3.c and d above,* without triggering a rezoning. Any other changes to an adopted REGULATING PLAN shall meet all the criteria of this chapter and will require a rezoning.

2. Certain minor adjustments to the frontage designation shown on the REGULATING PLAN are permitted within the parameters of *Section 26-193. Building Form Standards D.5 Frontage Designation Flexibility.*

3. REQUIRED BUILDING LINE location or new street alignments may be reconfigured by the Zoning Review Committee, without triggering a rezoning, if the presence of a flood plain or wetland on the parcel prohibits development envisioned by the code.

4. Street Connectivity
   a. Any proposals to reconfigure the street network in the adopted REGULATING PLAN shall be configured such that:
      (i) Street connectivity is maintained; cul-de-sacs and other dead-end streets are not permitted except as specified here; and
      (ii) No street intersection occurs within 100 feet of another street intersection; and
      (iii) The BLOCK configuration meets the standards defined in *Section B, Blocks above*; and
      (iv) The average perimeter of the resulting BLOCKS within the area of change does not exceed 1,100'.
   b. Streets that do not connect to other streets, as part of an interconnected network, are not permitted except:
      (i) Where configured with a one-way loop around the perimeter of an open area, having a maximum depth (perpendicular to the primary street centerline) of 100 feet and a minimum width (dimension parallel to the primary street) of 75 feet (see Diagram E);
      (ii) Where less than 130 feet long and configured as a stub-out designed for connection to future streets/development (see Diagram F);
      (iii) Where less than 130 feet long and connected to an ALLEY, providing rear lot access, and ending at designated conservation lands. (see Diagram G).

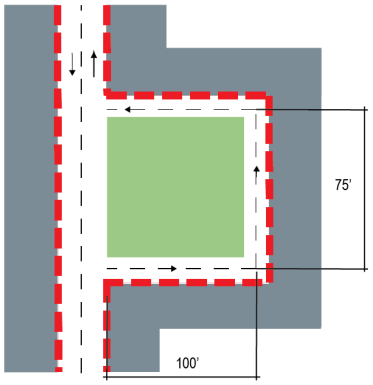


Diagram E.

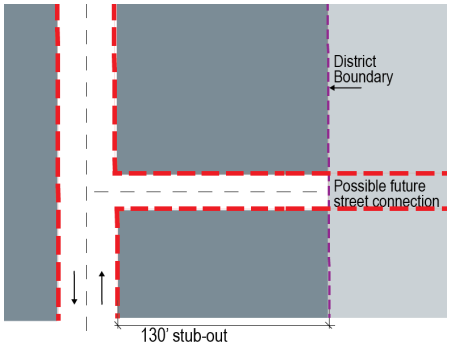


Diagram F.

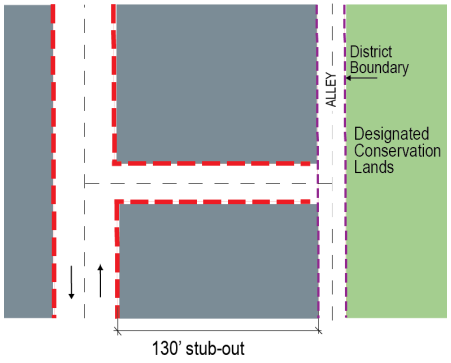


Diagram G.

Section 26-193. Building Form Standards

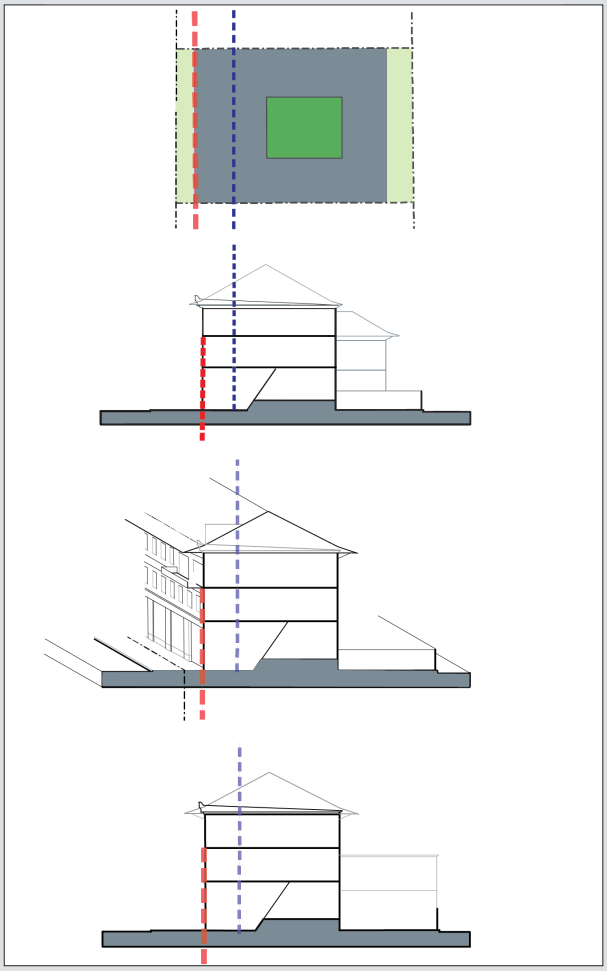
The BUILDING FORM STANDARDS (BFS) establish the rules for development and redevelopment on private lots. They work through form and function controls on building frontages to frame the STREET-SPACE and foster a vital public realm.

The building frontage designations are denoted on the REGULATING PLAN by the color filling the STREET-SPACE fronting the parcel. The same colors are shown in the section for each frontage designation that follows. The BUILDING FORM STANDARDS set the basic parameters governing building form, including building placement, the building envelope (in three dimensions), and certain required or permitted functional elements. These standards allow change-over-time and promote lasting and contributing buildings

Character District Sections: *26-191 to 26-198*

191. Introduction & Definitions
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

HOW TO USE THE BUILDING FORM STANDARDS (BFS):
The BUILDING FORM STANDARDS are divided into General Standards, that apply to all frontage designations, and Individual BUILDING FORM STANDARDS that only apply where a frontage has been designated. Standards include required minimums, allowed maximums, and some permissive parameters for specific building or lot features. The individual BUILDING FORM STANDARDS (BFS) are organized into four categories: *Placement*, *Height*, *Elements*, and *Use*. You should review both the General and Individual BUILDING FORM STANDARD before planning your project.



PLACEMENT: These standards set the BUILDABLE AREA of your lot. Note the REQUIRED BUILDING LINE (RBL) and the minimum percent required for building along the lot frontage. Next, look for specifics about the depth and breadth of the BUILDABLE AREA relative to the **RBL** and any side and rear setbacks. You should also note any requirements for open area. Then you will know where on your lot you may build—as well as where your building must be placed (the RBL).

HEIGHT: These standards set the minimum and maximum height for the building. Note also any specifications for floor elevations, and fence or wall heights. Heights are primarily measured relative to the fronting sidewalk.

ELEMENTS: These standards regulate important details of the building, like FRONT PORCHES, BALCONIES, and FENESTRATION (windows and doors). These standards apply primarily to the front of the building (as it faces the street)—with much less emphasis on what happens behind the FACADE.

USE: These standards define the broad categories of use that are permitted, often differentiating between the ground floor and the upper STORIES. The standards are typically less specific in the regulation of use than conventional zoning.

Summary Frontage Descriptions
The frontages are designated on the REGULATING PLAN by color filling their right-of-way.

Urban General Frontage

Urban General 2 Frontage

Urban General is the basic urban building form. These frontages produce multi-story buildings placed directly at the sidewalk or behind small DOORYARDS, with windows across the FACADE, and one or more entrances. The uses range from commercial to residential, institutional to ground-floor retail and restaurants—and combinations of all of the above. This frontage has two levels of intensity, with an **Urban General 2** for less intense areas.

Storefront Frontage

Storefront is a subset of the Urban General frontage, with more specific requirements at the street level, that of the prototypical ground floor SHOPFRONT with large windows and frequent doors along the sidewalk. Ground floor uses are limited to retail or other active commercial uses along the frontage, creating a vibrant pedestrian realm. Upper STORY uses are flexible.

Neighborhood Small

Neighborhood Medium

Neighborhood frontage includes detached and attached houses up to small apartment buildings. The buildings may be placed close to the sidewalk with a small DOORYARD, or farther back with a small front yard. STOOPS or FRONT PORCHES are required for new buildings in this frontage. This frontage has two levels of intensity, Medium and Small, its character and intensity will vary depending on this designation.

Illustration: Neighborhood Small - Single Unit Detached form

Illustration: Urban General - Typical Frontage

Illustration: Storefront - Typical Frontage

Illustration: Neighborhood Medium - Typical Rowhouse form

Illustration: Neighborhood Small - Typical Two Unit form

193.1 General Provisions

These provisions apply to all building frontage designations, unless expressly stated otherwise within the BUILDING FORM STANDARDS for an individual frontage designation or on the REGULATING PLAN.

A. Placement

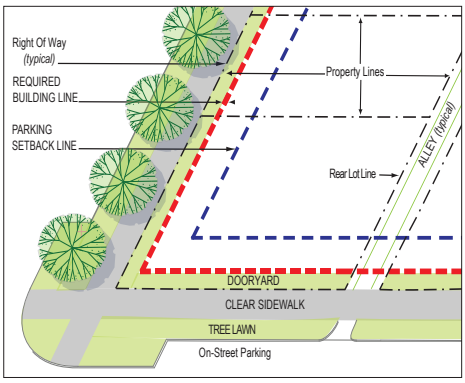


Illustration A. Key Character District elements

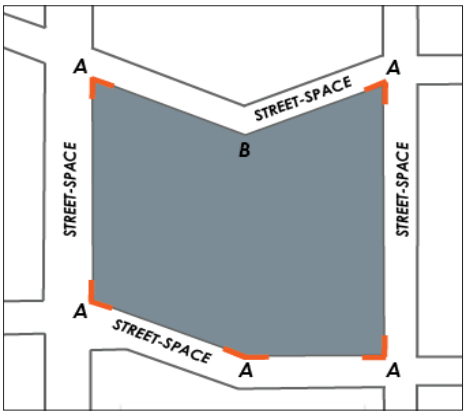


Diagram B. BLOCK CORNERS

A. BLOCK CORNER

B. not a BLOCK CORNER

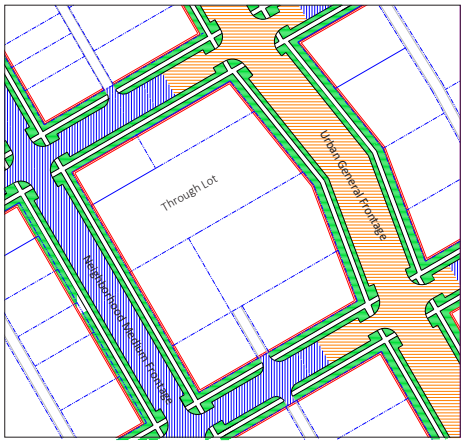


Diagram C. Through Lots

1. REQUIRED BUILDING LINE (RBL)
   a. Building FACADES shall be *built to* the REQUIRED BUILDING LINE as prescribed in the individual BUILDING FORM STANDARD.
   b. The REQUIRED BUILDING LINE includes an offset area (or depth) of 5 feet behind that line (into the BUILDABLE AREA) allowing for jogs and FACADE articulation. Therefore, where the FACADE is placed within that 5-foot zone, it is considered to be built to the REQUIRED BUILDING LINE.
   c. The building FACADE shall be built to the REQUIRED BUILDING LINE within 30 feet of a BLOCK CORNER. (See *Diagram B. BLOCK CORNERS*)
   d. For CORNER LOTS, the REQUIRED BUILDING LINE is continuous around the BLOCK CORNER (not broken into separate frontages or REQUIRED BUILDING LINES).
   e. All lots, including CORNER LOTS and through lots, shall satisfy the requirements of their individual BUILDING FORM STANDARD for both frontages. (See *Diagram C Through Lots.*)
   f. Where a through lot has frontages with different height limits, the greater of the 2 maximum height limits shall not come within 60 feet of the RBL of the lower height frontage. (See *Diagram C Through Lots.*)

2. BUILDABLE AREA (See *Table A. Facade Projection Limitations)*
   a. Buildings may only occupy that portion of the lot specified as the BUILDABLE AREA: the area behind the REQUIRED BUILDING LINE and excluding any required setbacks, as prescribed in the BUILDING FORM STANDARD.
   b. No part of any building may be located outside of the BUILDABLE AREA except projecting eaves, AWNINGS, SHOPFRONTS, BAY WINDOWS, STOOPS, steps, or BALCONIES.
   c. Accessibility ramps approved by the Zoning Administrator in consultation with the ZRC may be located within the DOORYARD area.
   d. Rear and side lot setbacks, where required, are specified in the individual BUILDING FORM STANDARD and/or *Section 193.1.F. Neighborhood Manners.*

3. DOORYARDS
   See *Section 195.2.A Public Realm Standards.* (See also *Illustration A. Key Character District elements.*)

4. PRIVATE OPEN AREA
   Private or semi-private usable open area is required on every lot, measured as a specified percentage of the BUILDABLE AREA. This requirement may be satisfied in a variety of at or above-grade configurations, as prescribed in each BUILDING FORM STANDARD.
   a. The PRIVATE OPEN AREA must be improved and available for safe and convenient access to all occupants of the building.
   b. The PRIVATE OPEN AREA must be open to the sky except for pergolas and porches, decks.

c. The PRIVATE OPEN AREA, when located at grade, must be not more than 33% impervious surface area and shall be designed with green features.

d. Any PRIVATE OPEN AREA located at grade or below the third STORY shall not encroach into any required side or rear set-backs. See the individual building frontage standards for additional parameters.

e. Any shared PRIVATE OPEN AREA located above the second STORY (excluding BALCONIES) shall be designed with green features, such as planters or functional green roofs, contain outdoor seating and other appropriate amenities, be free of any obstructions, be screened from rooftop mechanical equipment, and be located and configured to prevent views into adjacent dwelling units.

f. The PRIVATE OPEN AREA may be distributed among separate areas, but at least 67% shall be in no more than two separate areas.

g. The PRIVATE OPEN AREA is not to be used to satisfy minimum stormwater Best Management Practice area (if thereby excluding active tenant use), parked, or driven upon.

h. Any development on a lot that is exclusively reusing existing structures is exempt from the PRIVATE OPEN AREA requirement.

5. STREET WALLS and PRIVACY FENCES

a. Unless otherwise indicated in the individual BUILDING FORM STANDARD, a STREET WALL is required along any REQUIRED BUILDING LINE (RBL) frontage that is not otherwise occupied by a building. (See *Illustration D. STREET WALL at RBL*) Note that a building is required along any RBL within 30 feet of a BLOCK CORNER.

b. Any STREET WALL above four feet in height shall meet the FENESTRATION requirements of the applicable BUILDING FORM STANDARD.

c. PRIVACY FENCES may be constructed along COMMON LOT LINES, behind the REQUIRED BUILDING LINE, and along ALLEYS.

d. PRIVACY FENCES have a maximum height of eight feet.

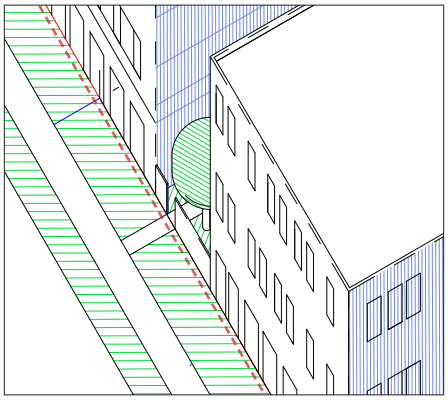


Illustration D: STREET WALL at RBL

6. On-Site/Off-Street Vehicle Parking and Access (curb cuts)
In Character Districts, off-street vehicle parking and access should have minimal intrusion on the public realm. Off-street parking should not be CLEARLY VISIBLE FROM THE STREET-SPACE. Access should be provided from ALLEYS, or shared access lanes, minimizing potential vehicular-pedestrian points of conflict. Properties within a Character District are exempt from any parking standards not in Sections 26-191 through 26-197. The following standards apply.

a. The PARKING SETBACK LINE is designated on the REGULATING PLAN, with additional specifications in the applicable individual BUILDING FORM STANDARD.

b. The PARKING SETBACK LINE extends vertically, as a plane, from the first-floor level.

c. Vehicle parking must be located behind the PARKING SETBACK LINE, with the following exceptions.

(i) Parking may be forward of the PARKING SETBACK LINE where it (see *Diagram E*):

(a) is beneath a habitable first floor and completely within the building envelope;

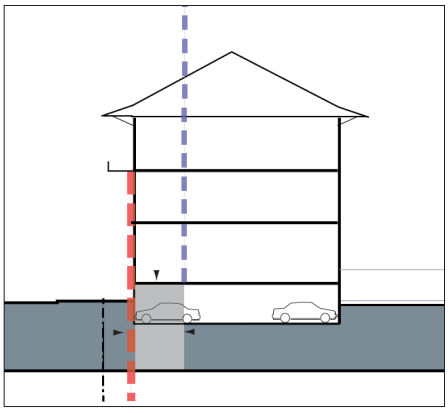


Diagram E: Parking allowed forward of the PARKING SETBACK LINE.

(b) has a floor level at least four feet below grade; and

(c) has FENESTRATION not greater than 15% (from the average fronting sidewalk elevation to the finished first floor level.

(ii) Parking may be forward of the PARKING SETBACK LINE only where designated on the REGULATING PLAN:

(a) at the rear of lots with ALLEY/REQUIRED BUILDING LINE intersections, as prescribed in the individual building frontage standard; or

(b) above the floor level specified on the REGULATING PLAN.

d. Curb cuts and driveways shall be located at least 75 feet away from any BLOCK CORNER, other curb cut, or parking garage entry on the same BLOCK FACE. These requirements are not applicable along ALLEYS.

e. No project may create any new curb cuts where ALLEY or shared access exists or is designated on the REGULATING PLAN – unless it is created to provide access to publicly-available parking.

f. If ALLEY or shared access is not available, an applicant may request direct driveway access from a street, subject to approval by the Zoning Administrator in consultation with the ZRC.

7. Publicly accessible parking structures:

a. Built according to this code are not included in or subject to the calculation of the maximum building footprint in the individual BUILDING FORM STANDARD, but shall meet all other applicable standards.

b. Parking spaces on the top level of a parking structure shall not count as an additional STORY against the height limits of this code. Shading and solar structures that are not CLEARLY VISIBLE FROM THE STREET-SPACE are permitted.

c. Any portion of any parking structure within 25 feet of a building constructed under this code shall not exceed that building's primary ridge or parapet height,

d. All parking structures are subject to *Section 193.1.F. Neighborhood Manners*.

e. Openings in any REQUIRED BUILDING LINE for parking garage entries shall have a maximum CLEAR HEIGHT of 16 feet and a maximum clear width of 22 feet.

f. Parking structures may have parking beyond the PARKING SETBACK LINE at and above the second STORY provided that:

(i) the parking is clearly identified and accessible to the public; and

(ii) no less than 90% of the parking spaces are available to the public; and

(iii) at least 12 hours of public parking are provided in any 24-hour period; and

(iv) that at least 8 of those hours are provided during either business or nighttime hours depending on whether the Zoning Administrator in consultation with the ZRC determines that the primary use will be for commercial or residential uses.

B. Height[1]

Heights are specified in the individual BUILDING FORM STANDARD. CIVIC BUILDINGS are exempt from these standards.

1. Heights in Character Districts are generally measured from the average fronting CLEAR SIDEWALK elevation.

2. Building height is measured in STORIES, with an ultimate building height limit in feet.

a. Building heights are measured to the top of the wall plate or top of the parapet, whichever is higher. (See *Diagram F*)

b. Finished floor elevation and minimum building height requirements shall be satisfied from the REQUIRED BUILDING LINE back to a minimum depth of 30 feet.

3. CLEAR HEIGHT is measured from the finished floor elevation to the finished ceiling directly above.[2] For external

1 Note of intent: This is not the way height is typically measured. The datum is intentionally set relative to an occupant of the STREET-SPACE.. This is also to incentivize the use of pitched roofs, adding variety to the rooflines without arbitrarily requiring it. This will allow additional habitable space (see ATTIC STORY in C. Elements. 3) while maintaining a smaller scale appearance.

2 Note of intent: The minimum CLEAR HEIGHT is a value preservation and quality-of-life-over-time measure.

building features, it is measured as the unobstructed distance from the ground/sidewalk to the lowest element above.

4. The prescribed minimum CLEAR HEIGHT shall be met by at least 75 percent of the floor area for the specified STORY.
5. A single ATTIC STORY, constructed according to the Character District standards, is not included in any building height measurement, whether in STORIES or feet. (see *Elements C.3* below).
6. MEZZANINES (See *Diagram G*):
   a. with a floor area greater than 1/3rd of the floor area of the STORY in which it is located will count as an additional full STORY in the building height measurement;
   b. below the second STORY shall be set back from the REQUIRED BUILDING LINE at least 15 feet; and
   c. GROUND STORY MEZZANINES are not included in the CLEAR HEIGHT measurement.
7. PARKING STRUCTURES
   a. are limited by the maximum height in feet of their frontage, not by STORIES; and
   b. are exempt from the CLEAR HEIGHT prescriptions.

C. Elements

1. FENESTRATION
   a. FENESTRATION is regulated, on a STORY by STORY basis, as a percentage of the FAÇADE between floor levels. It is measured as glass area (including MUNTINS and similar window frame elements with a dimension less than one inch) and/or the open (void) area in the wall surface.
   b. Lengths of wall exceeding 20 linear feet (horizontal) with no FENESTRATION are prohibited on all STREET WALLS, and FACADES below the 4th STORY. This measurement includes the entire STORY, from floor to floor.
   c. Each FACADE shall have at least one functioning entrance.
   d. The maximum distance between functioning entrances in the same building FACADE is specified in the BUILDING FORM STANDARD.
   e. Windows should not direct views into or across an adjacent private lot. COMMON LOT LINES with a General, Storefront, or Neighborhood Medium frontage may be built with zero or minimal setback. Any views directed into or across a private lot are specifically not protected. *(See Illustration H.)*
   f. Windows shall not direct views into an adjacent private lot where the COMMON LOT LINE is less than 10 feet away. (*See Diagram I.*) Specifically, the window opening and it's window panes shall be at an angle of greater than or equal to 90 degrees to/with the COMMON LOT LINE unless:
      (i) that view is contained within the lot (e.g. ground or first STORY window views blocked by a privacy fence, opaque glass, or garden wall), or
      (ii) the window's sill is at least 6 feet above its finished floor level; or
      (iii) otherwise specified in the individual BUILDING FORM STANDARD.

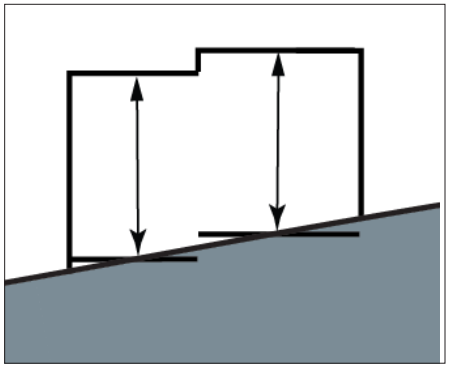


Diagram F. Building FACADE view
Building height measurement:
Large floorplates along significantly sloped frontages need to 'step' the building in order to maintain the proper relationship with the sidewalk.

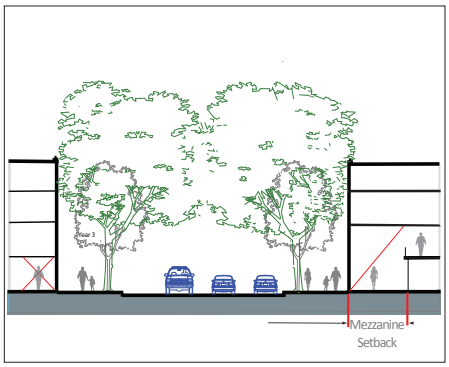


Diagram G. Mezzanine GROUND STORY setback

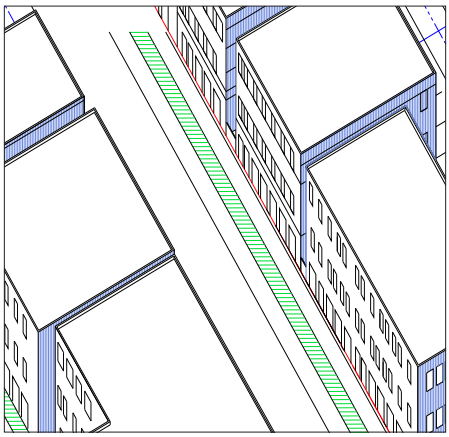


Illustration H. Caution: In an Urban context FENESTRATION along COMMON LOT LINES may be blocked by adjacent buildings.

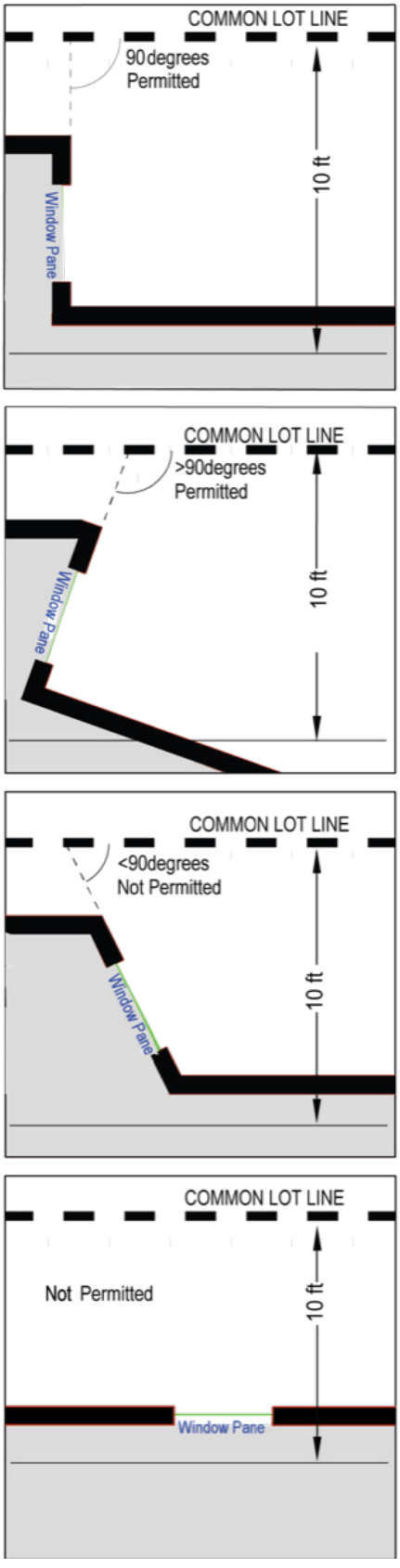


Diagram I. Permitted orientation for windows within 10 feet of a COMMON LOT LINE.

2. FACADE Projections
   a. No part of any building may project forward of the REQUIRED BUILDING LINE except for: overhanging eaves, AWNINGS, SHOPFRONTS, signs, BAY WINDOWS, steps for STOOPS and FRONT PORCHES, BALCONIES, or accessibility ramps approved by the Zoning Administrator in consultation with the ZRC. *(See Table A.)*
   b. Any encroachment over the CLEAR SIDEWALK and/or the right-of-way requires an encroachment agreement with the City, except for signs, overhanging eaves, and AWNINGS, as set forth herein. (See *Table A. Facade Projection Limitations*)
   c. STOOPS or FRONT PORCHES:
      (i) All required FRONT PORCHES shall be completely covered by a roof.
      (ii) FRONT PORCHES may be screened (insect screening) when all architectural elements (columns, railings, etc.) occur on the outside of the screen.
      (iii) STOOPS must be fully covered by a roof or CANOPY.
      (iv) Finished floor height shall be no more than 8 inches below the first interior finished floor level of the building.
      (v) See the individual BUILDING FORM STANDARDS for additional dimensional standards.
      (vi) See *Section 194.J Architectural Standards,* for design standards for FRONT PORCHES and STOOPS.
   d. Ground STORY AWNINGS and CANOPIES
      See *Section 194.G Architectural Standards,* for design standards for AWNINGS and CANOPIES.
   e. BAY WINDOWS:
      (i) shall have an interior clear width of between four and eight feet at the FACADE;
      (ii) at the ground STORY shall project no more than 24 inches beyond the REQUIRED BUILDING LINE;
      (iii) at the second STORY and above, shall project no more than 42 inches beyond the REQUIRED BUILDING LINE; and
      (iv) shall not project into the right-of-way or over the CLEAR SIDEWALK.

Table A. FACADE Projection Limitations	Reference	Limit
ADA Ramps		ROW
AWNINGS, CANOPIES, ground floor	2.(d)	
BAY WINDOWS	2.(e)	ROW
BALCONIES	2.(f)	ROW
Eaves		ROW
SHOPFRONTS	per BFS	ROW
Steps / STOOPS / FRONT PORCHES	per BFS	ROW
PROJECTING SIGNS	*26-194.I*	
Consult the Zoning Administrator and ZRC for all encroachments into the ROW; additional requirements may apply.		

f. Balconies[1]:
Where an individual building form standard permits, balconies being used as a method for achieving the required private open area shall:

(i) meet all prescriptions in its building form standard,

(ii) be enclosed by balustrades, railings, or other means that are not less than 50% opaque;

(iii) not otherwise be enclosed above a height of 42 inches, except with insect screening and/or columns/posts supporting a roof or connecting with another balcony above; and have either:

(a) a recess in the facade behind the balcony of at least 18"; or

(b) must be fully covered by, and posted up to, a roof. Alternately, where a balcony aligns with a balcony on a different story, it may post up to the balcony above.

3. An attic story does not count against the maximum height in feet or stories, provided it meets the following standards:
   a. There is not more than one floor level within the roof.
   b. Attic story windows fronting the required building line may only be located in dormers.
   c. Dormers for attic stories are permitted so long as they do not break the primary eave line, are individually less than 15 feet wide, and their collective width is not more than 60 percent of the facade.
   d. The habitable area in an attic story is restricted by the limitations on roof pitch.

4. Roof configurations are regulated in *194. Architectural Standards, D. Roofs and Parapets.*

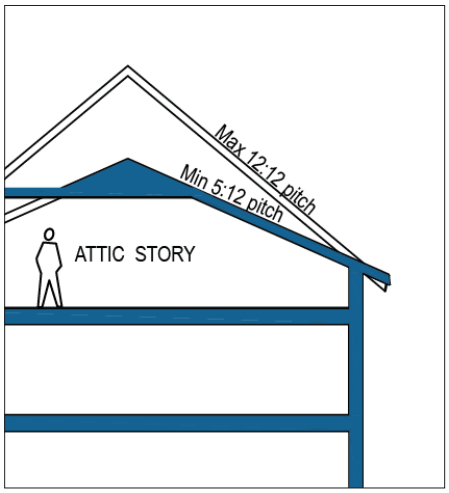


Diagram J. Attic story

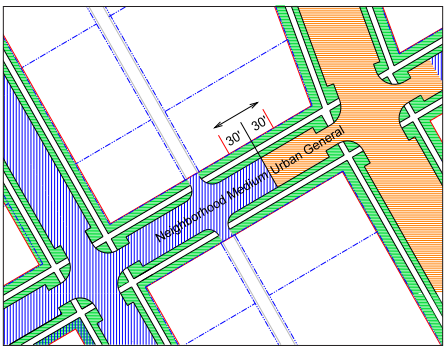


Diagram K. Frontage designation flexibility

D. Frontage Designation Flexibility

When the building frontage designation shown on the regulating plan changes along a property's required building line (rbl), the applicant has the option of applying either building form standard for a maximum additional distance of 30 feet in either direction, for that parcel only, from the transition point shown on the regulating plan. This flexibility is limited by the configuration of the regulating plan (including the parcel lines) at the time of its adoption. An adjustment greater than 30 feet requires a rezoning. *(See Diagram K)*

E. Civic Buildings

When civic buildings, existing or proposed, are designated on the regulating plan, they are exempt from the building form standard provisions except those that relate to *F. Neighborhood Manners* and/or R-1 and R-2 districts.

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1 Note of Intent: These standards are to ensure suitability for use as private open area. They do not apply to other balconies or decks.

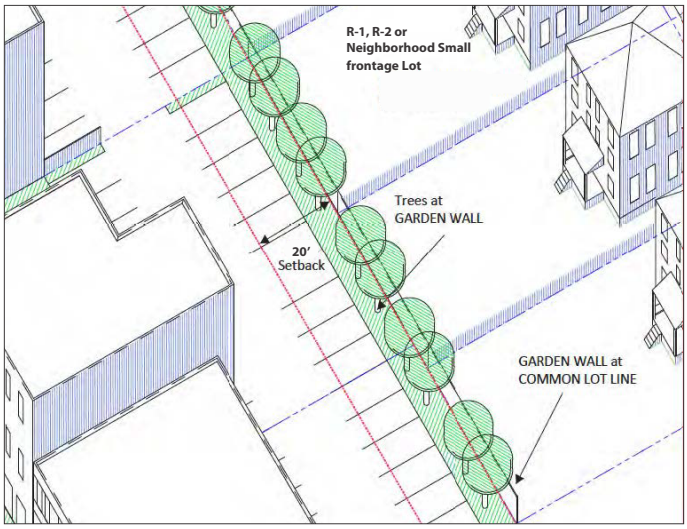

Illustration L. Neighborhood Manners Context

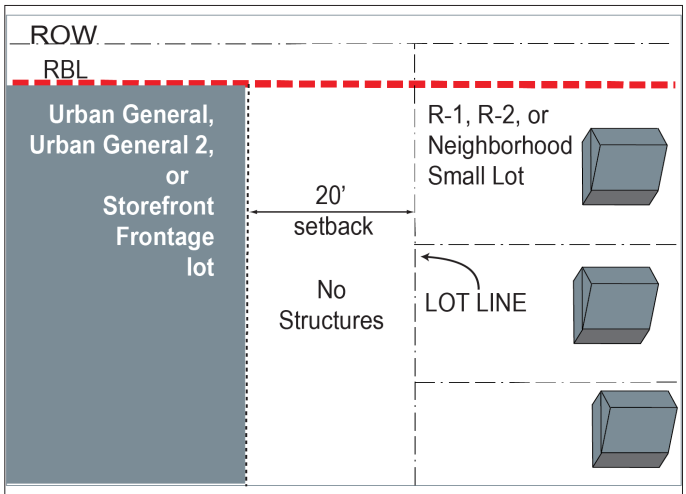

Diagram.M. Neighborhood Manners Setback

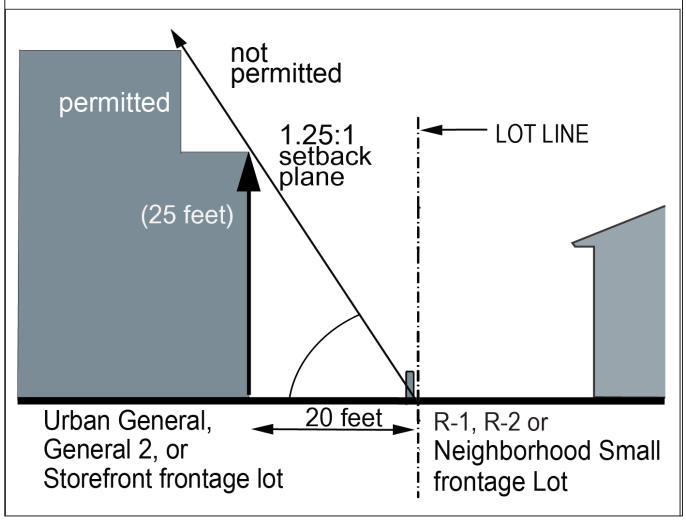

Diagram N. Neighborhood Manners Setback Plane

F. Neighborhood Manners

Where Urban General, Urban General 2, and Storefront frontage lots share a COMMON LOT LINE with a Neighborhood Small or Medium frontage lot, or an R-1 or R-2 district, the following standards apply (*See Illustration L.*).

1. A masonry wall, 4 to 8 feet in height, shall be constructed within one foot of the COMMON LOT LINE.
2. Trees from the *Street Tree List (see Section 195 Public Realm Standards)* shall be planted, on maximum 30-foot centers, between 5 and 10 feet from the wall. At planting, trees shall be at least 2.5 inches in diameter at designated breast height (DBH) and at least 8 feet in overall height.
3. Neighborhood Manners Setback (*See Diagram M*):
   a. There shall be a 20 foot setback from the lot line shared with the R-1 or R-2 or Neighborhood Small or Medium frontage lot. There shall be no structures within this area.
   b. There shall be a setback plane, beginning at the R-1 or R-2 or Neighborhood Small or Medium frontage lot line, extending at a slope of one and one quarter to one (1.25: 1), beyond which no building or structure (including parking structures) is permitted. (*See Diagram N.)*
   c. Balconies or rear decks above the first STORY level are not permitted on building elevations facing and within 40 feet of a Neighborhood Manners Setback[1].
4. The Neighborhood Manners Setback shall be adjusted with any frontage change per *D. Frontage Designation Flexibility* above.

1 Note of Intent: This standard is purposefully not written as "BALCONIES". It addresses privacy concerns, to ensure balconies are not overlooking private space/back yards

G. Accessory Dwelling Units (ADU)

1. Accessory dwelling units are permitted for owner-occupied detached or attached single-unit dwellings only. Properties with ADUs shall not be considered duplexes.
   a. ADUs may take the form of english basements or in the buildable area at the rear of the lot (often called a Granny Flat or, when above a garage, a Carriage House).
   b. ADUs have the following maximums:
      (i) a 600 square foot footprint (this does not apply to english basement units); and
      (ii) one bedroom;
      (iii) rental occupancy, no more than two adults; and
      (iv) no more than one ADU per lot.

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193.2 Urban General Frontages

A. Illustrations and intent

The Urban General frontage is the basic American "downtown" building frontage, once typical in towns and cities across the United States. Multi-story buildings with closely spaced entrances and windows are lined up shoulder to shoulder behind the sidewalk, filling out the BLOCK-face.

This frontage is for street-oriented, downtown-type buildings. These building forms can accommodate a range of uses, allowing retail shopfronts, office or residential buildings, and/or mixed-use buildings, with service access and parking lots in the BLOCK interior, accessed from the ALLEY.

Note: These photos and statements are provided as illustrations of intent and are advisory only. They are not regulatory. Refer to the standards on the following pages for the specific standards of the Urban General Building Form Standard.

B. Example Building Configurations and Placement

Note: These diagrams illustrate some of the building configurations possible under the Placement standards on the following page. They do not represent fully designed buildings nor do they fully address issues such as parking or the International Building Code. Refer to the following pages for the specific standards of the Urban General Frontage.

The Urban General frontage standards provide a great deal of flexibility. Once the minimum height and frontage build-out requirements are met, the building behind the FACADE can take most any configuration. These diagrams, aligned above the Placement Diagram from the standards on the following pages, illustrate a few of the possible configurations a building can take under the General Urban BUILDING FORM STANDARDS. The green area represents the required PRIVATE OPEN AREA—which in Urban General frontages may be on or above ground, including on the roof.

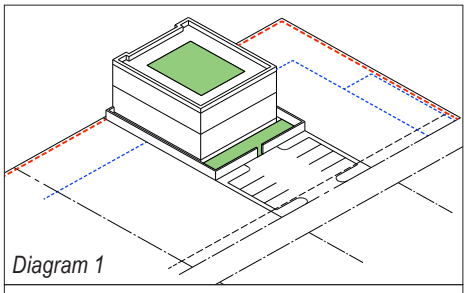


Diagram 1

Diagram 1 shows a simple bar building. The FACADE meets the required percentage build-out and minimum height and has a STREET WALL spanning the unbuilt REQUIRED BUILDING LINE. The PRIVATE OPEN AREA is provided on the roof, with additional rear yard area. The building is likely configured with units facing the street or the rear yard. A surface parking lot is accessed from the ALLEY.

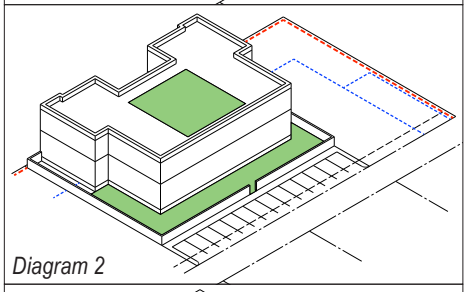


Diagram 2

Diagram 2 shows a building with a forecourt entry. The FACADE spans most of the REQUIRED BUILDING LINE to meet its build-out requirement—the forecourt takes advantage of the percentage of the frontage not required to have a building on it. The PRIVATE OPEN AREA is provided on the roof, with additional rear yard area. Parking for the building is directly off the ALLEY.

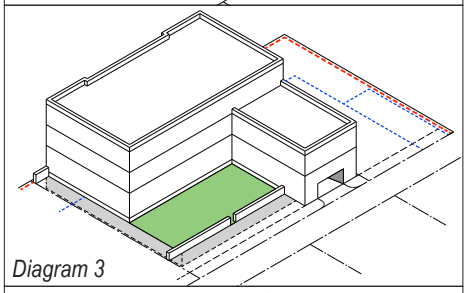


Diagram 3

Diagram 3 shows a building with a lower, rear "L" section. The PRIVATE OPEN AREA requirement is met with a rear yard. This diagram suggests basement-level parking, accessed from the ALLEY. Larger buildings may have to meet parking requirements with a combination of inside/under the building, and/or off-site arrangements.

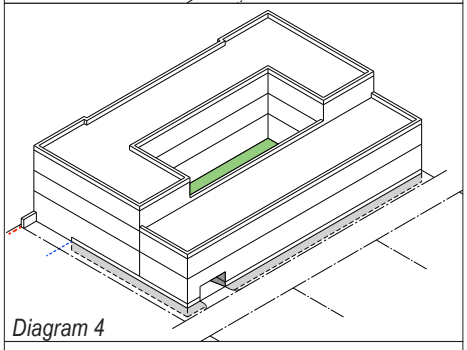


Diagram 4

Diagram 4 shows a building with a central courtyard, providing a shared PRIVATE OPEN AREA for its occupants. This diagram also suggests semi-basement level parking, under the elevated first floor and accessed from the ALLEY.

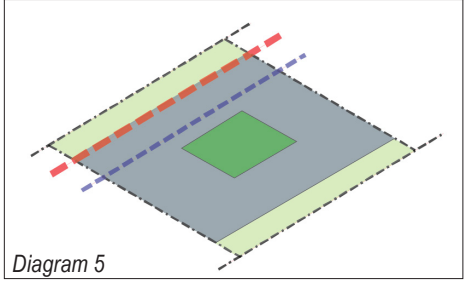
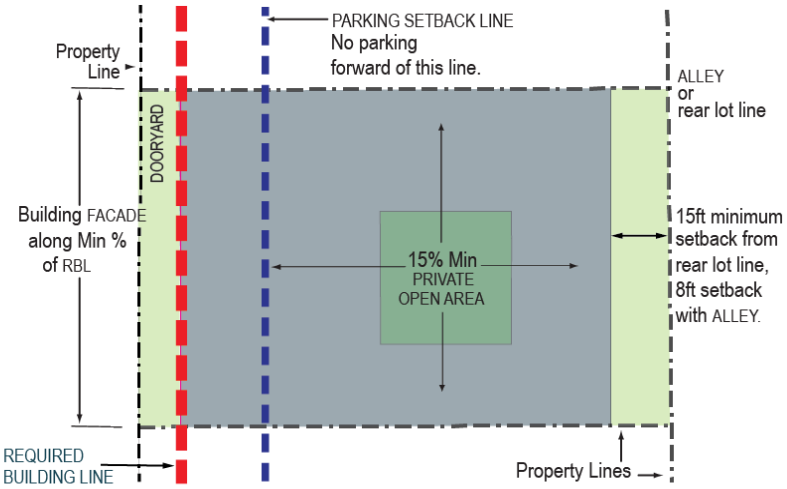


Diagram 5

Diagram 5. This is a re-oriented *Placement Diagram* for the Urban General frontages, provided for reference. The red dashed line is the REQUIRED BUILDING LINE, the blue dashed line is the PARKING SETBACK LINE, the gray area is the BUILDABLE AREA, and the green rectangle within it represents the PRIVATE OPEN AREA. This is more fully explained in the frontage standard itself, located on the following pages.

193.2 Urban General & Urban General 2 Frontages



C. PLACEMENT

1. Facade

a. On each lot the building FACADE shall be built to the REQUIRED BUILDING LINE (RBL) for at least:
   i. Urban General: 80% of the RBL length.
   ii. Urban General 2: 70% of the RBL length.

b. A STREET WALL is required on any unbuilt REQUIRED BUILDING LINE.

c. Within 12 feet of the BLOCK CORNER, the GROUND STORY FAÇADE may be chamfered to form a corner entry.

d. A FORECOURT configuration may be used within the minimum build-to parameters provided:
   i. All elevations facing the FORECOURT are regulated as FACADES;
   ii. the FORECOURT depth is no more than 20' and the width between 15' and 30';
   iii. the FORECOURT may not be used for parking, drop-off driving area or storm-water management;
   iv. the FORECOURT opening does not require a STREET WALL.

e. In case of conflict, these standards shall supersede vision triangle requirements in the Code of Ordinances.

2. Buildable Area

a. The BUILDABLE AREA is delineated by the gray area in the diagram above.

b. The REQUIRED BUILDING LINE is indicated on the REGULATING PLAN. It is generally located 1' off the ROW/ property line for Urban General and 5' off for Urban General 2. The exact position of the RBL should be confirmed in consultation with the Zoning Administrator and ZRC.

c. Setbacks: there are no required side setbacks; rear setbacks are: 8' from an ALLEY and 15' if no ALLEY.

d. The maximum building footprint is 25,000 Sq Ft.

e. A PRIVATE OPEN AREA equal to at least 15% of the BUILDABLE AREA must be provided on every lot.

f. The minimum PRIVATE OPEN AREA dimension is 18'

g. Up to 33% of the required PRIVATE OPEN AREA may be satisfied by the BALCONIES of individual units which are exempt from the minimum dimension in f. above, and PARKING SETBACK LINE restrictions in h. and i. below. (See *193.1. General Standards, C. Elements, 2.f. Balconies*, for qualifying BALCONY requirements.)

h. The PRIVATE OPEN AREA must be located behind the PARKING SETBACK LINE when it is below the third STORY.

i. Where provided at or above the third STORY, the PRIVATE OPEN AREA may be located forward of the PARKING SETBACK LINE (such as in a raised courtyard configuration) only if:
   i. it opens onto no more than one STREET-SPACE, and
   ii. is set back at least 30' from any BLOCK CORNER or BUILDING CORNER.

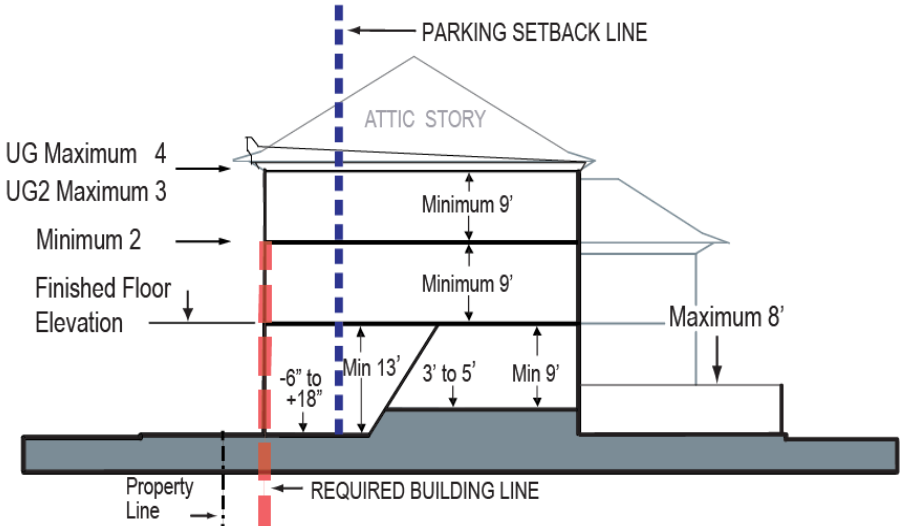
j. When on the building's highest roof level, the PRIVATE OPEN AREA may be located anywhere on the roof.

3. Other

a. The PARKING SETBACK LINE is indicated on the REGULATING PLAN, generally 30' behind the REQUIRED BUILDING LINE, with limited exceptions at ALLEY/RBL intersections. See *F.4. Rear Lot Area below.*

b. A PRIVACY FENCE is permitted and may be required. See *Section 193.1.E. Neighborhood Manners*.

193.2 Urban General Frontage & Urban General 2 Frontages

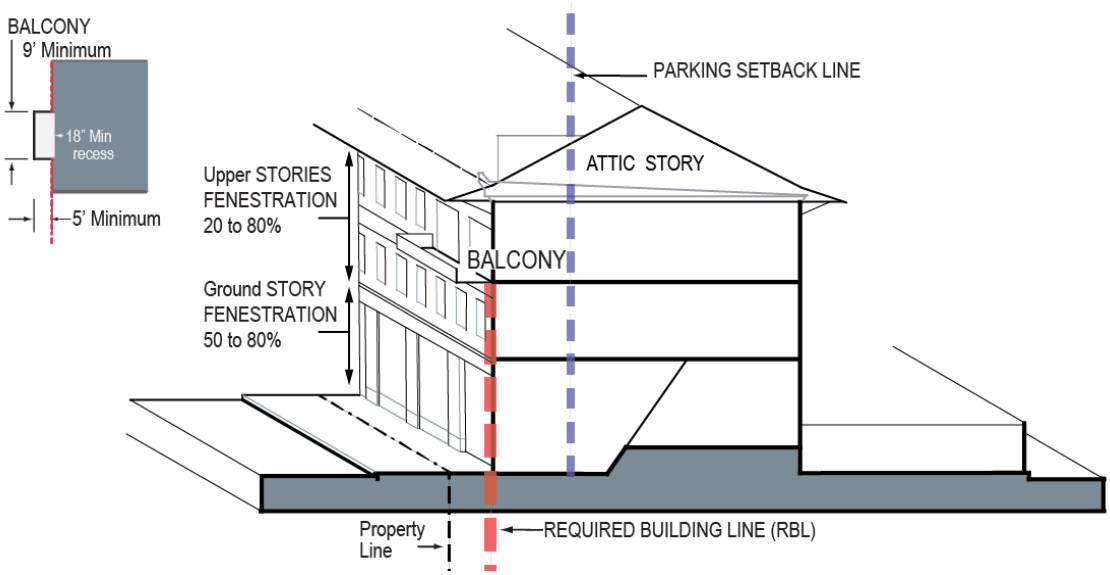


D. HEIGHT

See Section 193.1.B. for information about measuring height.

1. **Building Height**
   a. Urban General: minimum at RBL 2 STORIES, maximum 4 STORIES and 52'
   b. Urban General 2: minimum at RBL 2 STORIES, maximum 3 STORIES and 42'
   c. STORY heights may be different for specific locations; refer to the REGULATING PLAN.
2. **Ground floor finished elevation**
   a. For Commercial or Retail: -6" to +18"
   b. For Residential units within 30' of the REQUIRED BUILDING LINE: 3‘ to 5’. Entrances may be at grade, with transitions within the building to meet the minimum finished floor elevation for the units. Support functions such as lobbies, rental offices, and club rooms may be located at grade.
3. **Second floor finished elevation**
   a. Urban General: 16' to 22'
   b. Urban General 2: 16' to 18'
4. **GROUND STORY finished CLEAR HEIGHT**
   a. For Commercial or Retail: 13' minimum
   b. For Residential: 9’ minimum
5. **Upper STORIES finished clear height:** 9’ minimum
6. **STREET WALL:** 4’ to 8’
7. **PRIVACY FENCE:** 8’ Maximum, measured from adjacent grade.

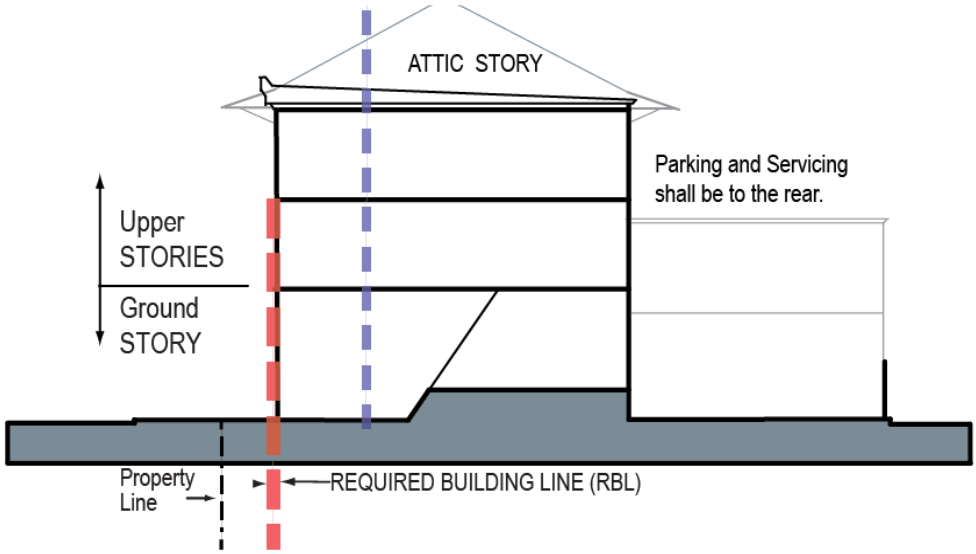
193.2 Urban General Frontage & Urban General 2 Frontages



E. ELEMENTS

1. **FENESTRATION,** GROUND STORY: 50 to 80%
2. **FENESTRATION,** upper STORIES: 20 to 80%
3. **ATTIC STORY:** permitted within the parameters of *Sections 193.C.3.* above and *194.D. Architecture.*
4. **BALCONIES:** (Applicable where a BALCONY is used to contribute to the PRIVATE OPEN AREA calculation): Minimum depth 5', minimum width 9'.
5. **FACADE entry doors:** Maximum door to door distance:
   a. Urban General: 70'
   b. Urban General 2: 80'
   c. All upper STORY uses must be directly accessible from the STREET-SPACE through a FACADE entry. Unenclosed or partially enclosed exterior staircases may not be used to access upper STORY units.

193.2 Urban General Frontage & Urban General 2 Frontages



F. USES

See Section 197. Building Functions for specific parameters and/or performance standards.

1. **Ground STORY:**
   a. Urban General: Non-Residential or Residential
   b. Urban General 2: Non-Residential or Residential
   c. Residential uses are permitted on all STORIES. See the Height standards, above for specific configuration standards for GROUND STORY Residential.
2. **Upper STORIES**: Residential or Non-Residential (no Retail).
   a. Non-Residential uses are not permitted above a Residential use.
   b. Retail is only permitted in a second STORY where it is an extension of a GROUND STORY retail business and is no larger in gross floor area than that GROUND STORY retail space.
3. **ATTIC STORY:** Residential or Non-Residential. Additional habitable space is permitted within the roof where it is configured as an ATTIC STORY
4. **Rear Lot Area:**
   a. In addition to the other permitted GROUND STORY uses, parking and loading is permitted behind the PARKING SETBACK LINE.
   b. For lots with an ALLEY/REQUIRED BUILDING LINE intersection, where there is an additional parking area designated on the REGULATING PLAN, parking is permitted in this area when:
      i. it is within a building and under a habitable second STORY;
      ii. the FACADE of the building enclosing the parking meets all requirements;
      iii. it is 2' off the front of the REQUIRED BUILDING LINE; and
      iv. within 62' of the rear lot line.

193.3 Storefront Frontage

A. Illustrations and intent

Note: These photos and statements are provided as illustrations of intent and are advisory only. They are not regulatory. Refer to the standards on this page and the previous pages for the specific rules of the Storefront Building Form Standard.

This is the quintessential American "main street" frontage, with retail and restaurant uses on the ground floor and residences or offices upstairs. The overall building form is the same as the Urban General frontage, but with large display windows across the ground floor FACADE and frequent entrances along the street. Display windows should be large to allow unimpeded views into the interior of the shop. Closely spaced mullions or muntins, punched windows, and horizontal grids should be avoided.

B. Storefront Frontage Specifications

Where the Storefront frontage is designated on the REGULATING PLAN, the ground STORY configuration shall be that of a SHOPFRONT. The BFS standards for Urban General apply with the following exceptions and modifications:

1. **FENESTRATION:** GROUND STORY: 70 to 90%
2. **Frontage Build-To Minimum:** 85%
3. **Ground STORY uses:** Within 30' of the REQUIRED BUILDING LINE, uses are limited to non-residential categories. Frontages on Main Street between 1st and 6th Streets are generally limited to retail sales and service, and eating and drinking establishments. A lobby and/or entry, serving an upper STORY use, is permitted on the GROUND STORY. At the owner's discretion, that lobby or entry portion of the FACADE may be governed by the Urban General or the Storefront frontage standards. *See Section 197. Building Functions for specific parameters and/or performance standards.*
4. **Shopfront Encroachment:** Up to 2'. The SHOPFRONT may encroach beyond the REQUIRED BUILDING LINE into the DOORYARD, but not into the CLEAR WALKWAY or right of way.
5. **FACADE Entry Doors:** Maximum door to door: 50'

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193.4 Neighborhood Medium Frontage

A. Illustrations and intent

The Neighborhood Medium frontage is designed to fit comfortably into an existing neighborhood context, allowing redevelopment with a slightly increased scale and intensity. This frontage allows attached dwellings (rowhouses, duplexes), detached houses, COTTAGE COURTS, and/or small apartment buildings. The character and intensity of this frontage varies depending on the scale of its context. These frontages generally have rear yards and parking accessed from an ALLEY.

Note: These photos and statements are provided as illustrations of intent and are advisory only. They are not regulatory. Refer to the standards on the following pages for the specific standards of the Neighborhood Medium Building Form Standard.

B. Example Building Placement Configurations

Note: These diagrams illustrate some of the building configurations possible under the Placement standards on the following page. They do not represent fully designed buildings nor do they address issues such as parking or the International Building Code. Refer to the following pages for the specific standards of the Neighborhood Building Form Standards.

These diagrams, aligned above the Placement Diagram from the standards on the following pages, illustrate a few of the possible configurations a building can take under the Neighborhood Medium and Neighborhood Small BUILDING FORM STANDARDS. The green area represents the required PRIVATE OPEN AREA.

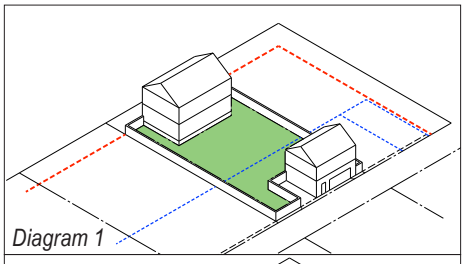


Diagram 1 shows a detached house, single-unit or two-unit. The area at the rear of the lot shows a 2-story building—a garage with an accessory dwelling unit or extra room above it. There could be a sidewing connecting the garage to the main house. The house has its own side and rear yards providing the required PRIVATE OPEN AREA.

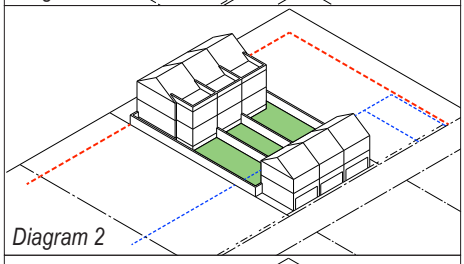


Diagram 2 is a set of three rowhouses. The buildings may be attached single-family units, with each unit on a separate lot, or they may by a multi-unit building on a single lot. The area at the rear of each rowhouse has 2 ground level parking spaces with an accessory dwelling unit (ADU) or extra room above the garage. Each rowhouse has a DOORYARD, with its PRIVATE OPEN AREA provide by a rear yard and rear terrace.

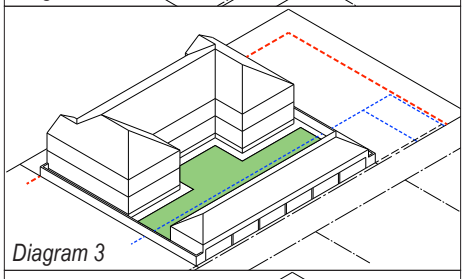


Diagram 3 represents a small apartment building. The building has sidewings that project into the rear yard of the building. The rear of the lot has a parking shed, accessed from the ALLEY. The green area between the parking shed and the main building satisfies the PRIVATE OPEN AREA requirement.

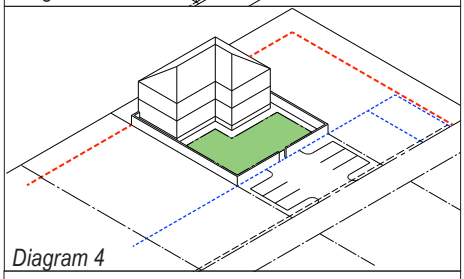


Diagram 4 is a small apartment building on one lot. The building is likely configured as a "double-loaded corridor" building with units facing the street or the rear yard. The green area behind the main building satisfies the PRIVATE OPEN AREA requirement with a shared yard. A surface parking lot is accessed from the ALLEY.

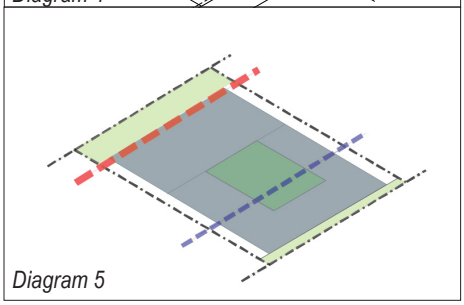
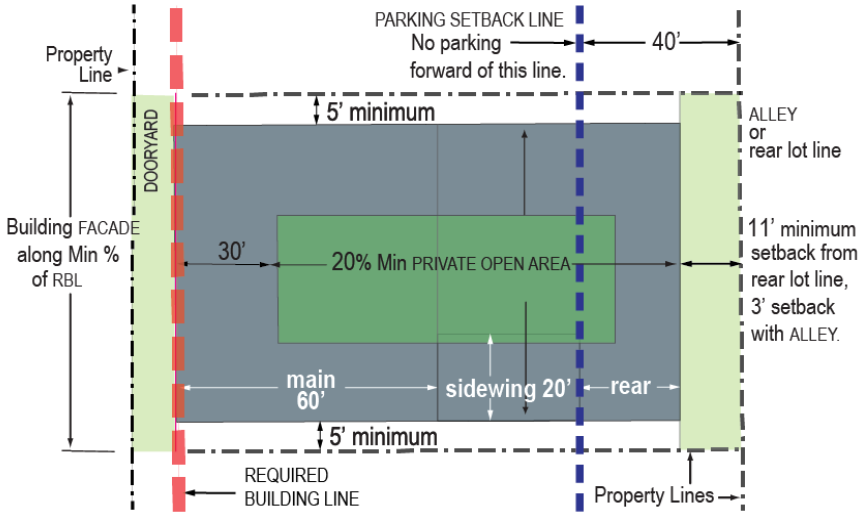


Diagram 5. This is a re-oriented *Placement Diagram* for the Neighborhood frontages, provided for reference. The red dashed line is the REQUIRED BUILDING LINE, the blue dashed line is the PARKING SETBACK LINE, the gray area is the BUILDABLE AREA, and the green rectangle within it represents the PRIVATE OPEN AREA. This is more fully explained in the frontage standard itself, located on the following pages.

193.4 Neighborhood Medium Frontage



C. PLACEMENT

1. **FAÇADE** On each lot the building FAÇADE shall be built to the REQUIRED BUILDING LINE (RBL) for at least 66% of the RBL length.
2. **A STREET WALL** or PRIVACY FENCE IS permitted on any unbuilt REQUIRED BUILDING LINE.
3. **Maximum FACADE width:** No individual structure or attached set/group of ROWHOUSES may exceed a maximum FAÇADE frontage length of 80 Ft. A gap of at least 10' is required between each building or set of ROWHOUSES.
4. **BUILDABLE AREA**
   a. The BUILDABLE AREA is delineated by the gray area in the diagram above. The main portion of the BUILDABLE AREA is within 60' of the RBL. The SIDEWING BUILDABLE AREAS are between the main and rear BUILDABLE AREAS and within 20' of each side setback.
   b. The REQUIRED BUILDING LINE is indicated on the REGULATING PLAN. It is generally located 15' off the ROW/ property line for Neighborhood Medium. The exact position of the RBL should be confirmed in consultation with the Zoning Administrator and ZRC.
   c. Setbacks: 5' each side lot line[1]; 3' from an ALLEY and 11' from rear lot line where there is no ALLEY.
   d. A PRIVATE OPEN AREA equal to at least 20% of the BUILDABLE AREA must be provided on every lot.
      i. The minimum PRIVATE OPEN AREA dimension is 18'.
      ii. The PRIVATE OPEN AREA must be located at least 30' behind the REQUIRED BUILDING LINE.
      iii. The PRIVATE OPEN AREA must be at grade, except BALCONIES and extremely shallow lots, as specified in *v.* below;
      iv. Up to 33% of the required PRIVATE OPEN AREA may be satisfied through the BALCONIES of individual ROWHOUSES and/or units, which are exempt from *i* and *ii* above.
      v. The PRIVATE OPEN AREA for lots with less than 70' from the REQUIRED BUILDING LINE to the rear setback, may be above grade.
5. **Other**
   a. The PARKING SETBACK LINE is indicated on the REGULATING PLAN, generally 40' from the rear lot line, with limited exceptions at ALLEY/RBL intersections and for other special conditions, see *F.3. Rear Lot Area,* below. The side setback for parking is 3' from any COMMON LOT LINE.
   b. The minimum ROWHOUSE width, measured parallel to the RBL, is 18'.
   c. A PRIVACY FENCE is permitted, at or behind the REQUIRED BUILDING LINE, on COMMON LOT LINES, and on rear lot lines.

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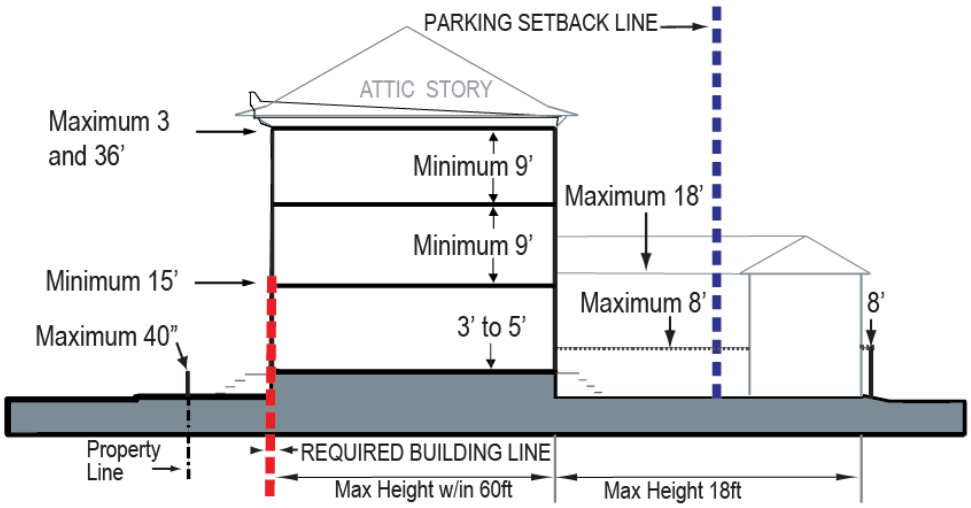
1 This setback does not prohibit sets of attached houses (ROWHOUSES) whose combined width does not exceed the maximum FACADE width listed above. It is a setback from other sets of rowhouses and/or adjacent lots.

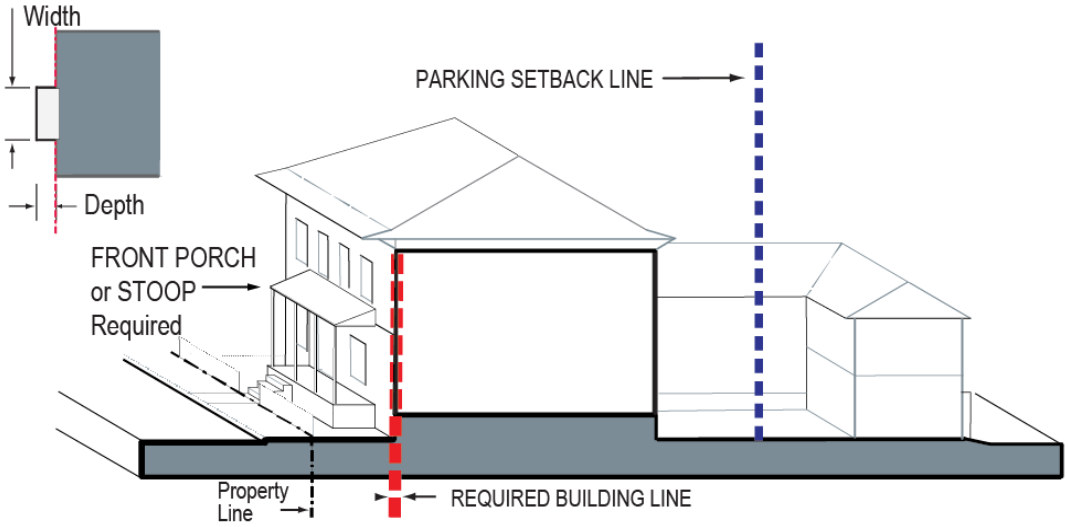
193.4 Neighborhood Medium Frontage



D. HEIGHT

1. **Building Height:**
   a. At and within 60' of the RBL: minimum 15' at RBL, maximum 3 STORIES and 36 feet.
   b. SIDEWING and rear lot area: maximum 18'.
2. **Ground floor finished elevation:** within 30' of the REQUIRED BUILDING LINE, 3‘ to 5’. Entrances may be at grade, with transitions to meet the minimum finished floor elevation within the building interior. This this does not prohibit an ACCESSORY UNIT in an ENGLISH BASEMENT form.
3. **All STORIES clear height:** 9’ minimum
4. **STREET WALL:** permitted, 4’ to 8’
5. **DOORYARD wall or fence:** permitted, maximum 40". This is an optional low garden wall or fence surrounding the DOORYARD area. *See Section 194. Architectural Standards, I. Street Walls and Fences.*
6. **PRIVACY FENCE:** permitted, 6’ maximum, measured from adjacent grade.

193.4 Neighborhood Medium Frontage



E. ELEMENTS[1]

1. **FENESTRATION, all STORIES:** 25 to 70%
2. **A STOOP or FRONT PORCH**[2] is required:
   a. FRONT PORCH: minimum width 10', minimum depth 8'
   b. STOOP: for SMALL APARTMENTS, width 10' to 15', depth 6' to 8'; for all others, width 4' to 6', depth 3' to 5'
   c. For ROWHOUSE or duplex configurations this requirement applies to each ROWHOUSE or to each unit for a duplex.
3. **BALCONIES:**
   Required on the upper STORIES of SMALL APARTMENTS with more than 45' of frontage width. ROWHOUSES are not subject to this requirement. Where used to satisfy this requirement, or as part of the PRIVATE OPEN AREA calculation, the below dimensions are required:
   a. BALCONIES shall cumulatively be a minimum 1/3rd the FACADE width for each upper STORY.
   b. Minimum depth 5', Minimum width 7';
4. **ATTIC STORY:** permitted within the parameters of *Section 194.D.*
5. **FACADE Entries:** All dwellings must have at least one entry in the FACADE that provides direct access to the STREET-SPACE, whether through a shared lobby or their own entry door. ADUs are exempt but must have a clear access to the STREET-SPACE.
6. **Upper STORY Access:** Unenclosed or partially enclosed exterior staircases may not be used to access upper STORY dwelling units.

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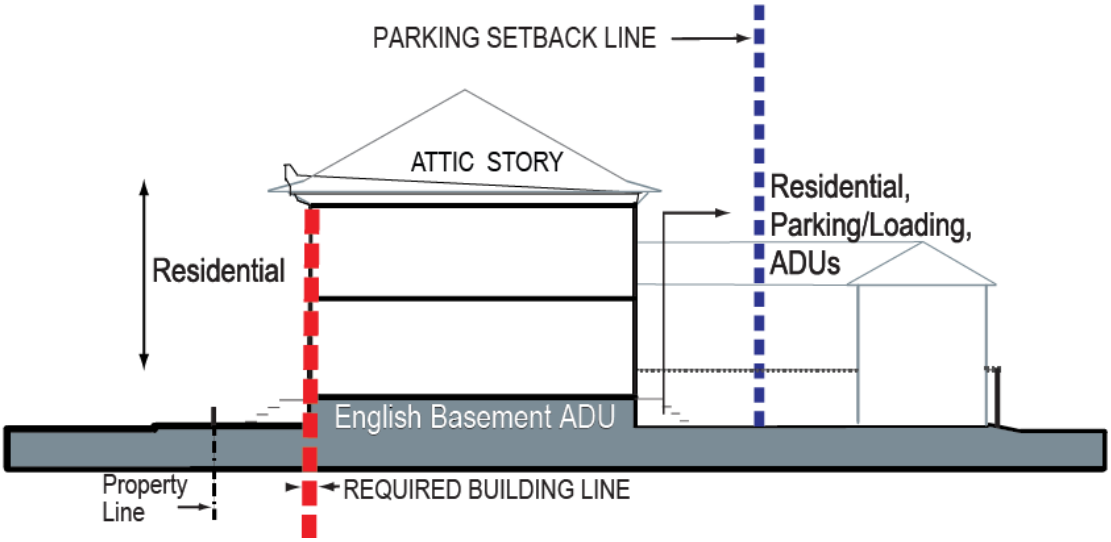
1 *See Section 194. Architectural Standards, for specific FACADE materials & configuration requirements.*

2 *STOOPS and FRONT PORCHES, by definition, encroach into the DOORYARD.*

193.4 Neighborhood Medium Frontage



F. USES

See Section 197. Building Functions for specific parameters and/or performance standards.

1. **All STORIES**: Residential.
2. **Accessory Dwelling Units**: permitted for owner-occupied attached and detached single-unit dwellings. (*See 193.1 General Standards, G. Accessory Dwelling Units,* above.)
3. **Rear Lot Area:**
   a. In addition to the residential use, parking and loading is permitted, behind the PARKING SETBACK LINE.
   b. For lots with an ALLEY/REQUIRED BUILDING LINE intersection, where there is an additional parking area designated on the REGULATING PLAN, parking is permitted in this area when:
      i. it is within a building;
      ii. the FACADE of the building enclosing the parking meets all requirements;
      iii. it is 2' off the front of the REQUIRED BUILDING LINE; and
      iv. within 40' of the rear lot line.

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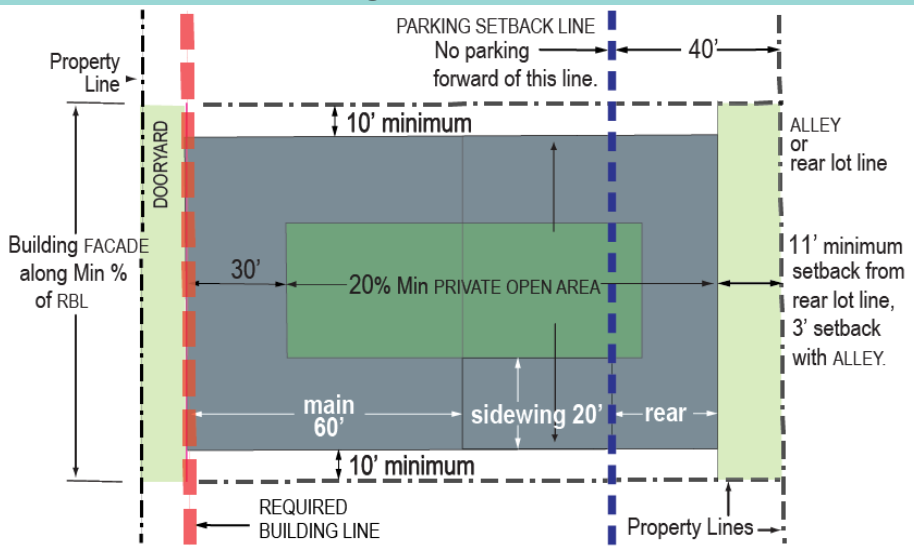
193.5 Neighborhood Small Frontage

A. Illustrations and intent

The Neighborhood Small frontage is designed to fit comfortably into an existing neighborhood context, allowing redevelopment at a similar or slightly increased scale and intensity. This frontage includes houses (detached and attached), and/or small apartment buildings. The character and intensity of this frontage varies depending on the scale of its context. These frontages generally have rear yards and parking accessed from an ALLEY.

Note: These photos and statements are provided as illustrations of intent and are advisory only. They are not regulatory. Refer to the standards on the following pages for the specific standards of the Neighborhood Medium Building Form Standard.

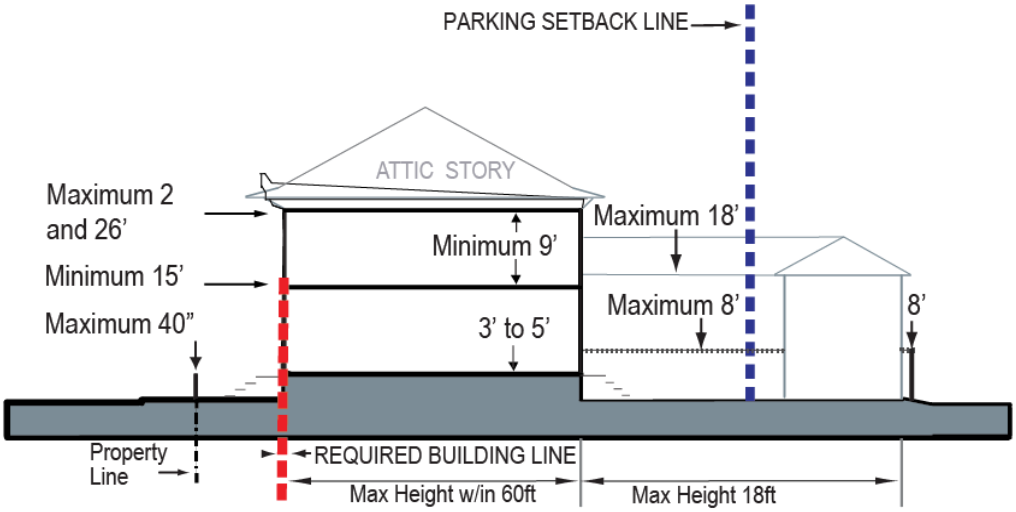
193.5 Neighborhood Small Frontage



B. PLACEMENT

1. **FACADE:** On each lot the building FAÇADE shall be built to the REQUIRED BUILDING LINE (RBL) for at least 50% of the RBL length.
2. **A STREET WALL** or PRIVACY FENCE is permitted on any unbuilt REQUIRED BUILDING LINE.
3. **Maximum FACADE width:** No individual structure or attached set/group of ROWHOUSES may exceed a maximum FAÇADE frontage length of 60 Ft. A gap of at least 10' is required between each building or set of rowhouses.
4. **BUILDABLE AREA**
   a. The BUILDABLE AREA is delineated by the gray area in the diagram above. The main portion of the BUILDABLE AREA is within 60' of the RBL. The SIDEWING BUILDABLE AREAS are between the main and rear BUILDABLE AREA and within 20' of each side setback.
   b. The REQUIRED BUILDING LINE is indicated on the REGULATING PLAN. It is generally located 15' off the ROW/ property line for Neighborhood Small. The exact position of the RBL should be confirmed in consultation with the Zoning Administrator and ZRC.
   c. Setbacks: 10' each side lot line; 3' from an ALLEY and 11' from rear lot line where there is no ALLEY.
   d. A PRIVATE OPEN AREA equal to at least 20% of the BUILDABLE AREA must be provided on every lot.
      i. The minimum PRIVATE OPEN AREA dimension is 18'.
      ii. The PRIVATE OPEN AREA must be located at least 30' behind the REQUIRED BUILDING LINE.
      iii. The PRIVATE OPEN AREA must be at grade, except BALCONIES and extremely shallow lots, as specified in *v.* below;
      iv. Up to 33% of the required PRIVATE OPEN AREA may be satisfied through the BALCONIES of individual ROWHOUSES and/or units, which are exempt from *i* and *ii* above.
      v. The PRIVATE OPEN AREA for lots with less than 70' from the REQUIRED BUILDING LINE to the rear setback, may be above grade.
5. **Other**
   a. The PARKING SETBACK LINE is indicated on the REGULATING PLAN, generally 40' from the rear lot line, with limited exceptions at ALLEY/RBL intersections and for other special conditions, see *E.3. Rear Lot Area below.* The side setback for parking is 3' from any COMMON LOT LINE
   b. The minimum ROWHOUSE width, measured parallel to the RBL, is 18'.
   c. A PRIVACY FENCE is permitted, at or behind the REQUIRED BUILDING LINE, on COMMON LOT LINES, and on rear lot lines.

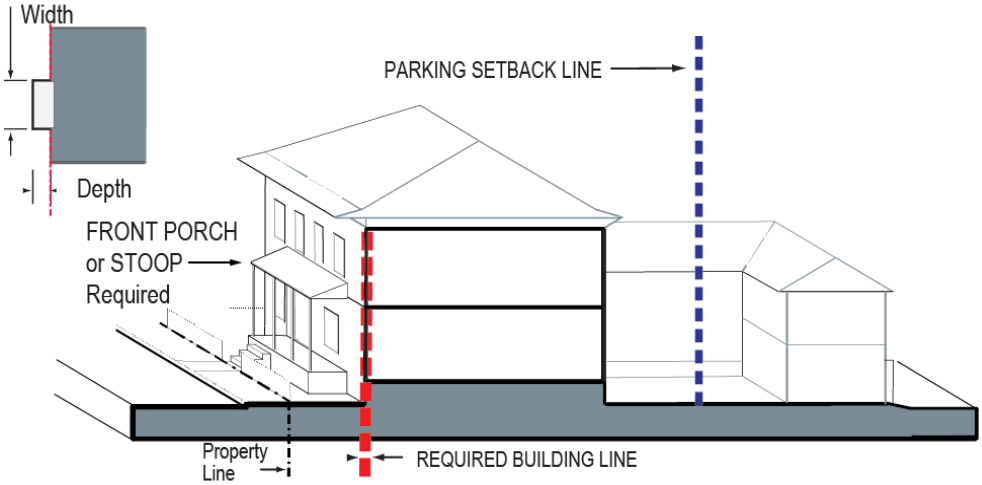
193.5 Neighborhood Small Frontage



C. HEIGHT

1. **Building Height:**
   a. At and within 60' of the RBL: minimum 15', maximum 2 STORIES and 26 feet.
   b. Sidewing and rear lot area: maximum 18'.
2. **Ground floor finished elevation:** within 30' of the REQUIRED BUILDING LINE: 3‘ to 5’. Entrances may be at grade, with transitions to meet the minimum finished floor elevation within the building interior. This this does not prohibit an ACCESSORY UNIT in an ENGLISH BASEMENT form.
3. **All STORIES CLEAR HEIGHT:** 9’ minimum
4. **STREET WALL:** permitted, maximum 6’.
5. **DOORYARD wall or fence:** permitted, maximum 40". This is an optional low garden wall or fence surrounding the DOORYARD area.
6. **PRIVACY FENCE:** permitted, 6’ maximum along RBL, 8' maximum along COMMON LOT LINES and rear lot lines, measured from adjacent grade.

193.5 Neighborhood Small Frontage



D. ELEMENTS[1]

1. **FENESTRATION, all STORIES:** 25 to 70%
2. **A STOOP or FRONT PORCH**[2] is required:
   a. FRONT PORCH: minimum width 10', minimum depth 8
   b. STOOP: for SMALL APARTMENTS, width 6' to 10', depth 6' to 8'; for all others width 4' to 6', depth 3' to 5'
   c. For ROWHOUSE configurations, this applies to each ROWHOUSE or to each unit for a duplex.
3. **BALCONIES:**
   Required on the upper STORIES of SMALL APARTMENTS with more than 45' of frontage width. Where used to satisfy this requirement, or as part of the PRIVATE OPEN AREA calculation, these dimensions are required:
   a. BALCONIES shall cumulatively be a minimum 1/3rd the FACADE width for each upper STORY. ROWHOUSES are not subject to this requirement.
   b. Minimum depth 5', minimum width 7';
4. **ATTIC STORY:** permitted within the parameters of *Section 194.D.*
5. **FACADE Entries:** All dwellings must have at least one entry in the FACADE that provides direct access to the STREET-SPACE, whether through a shared lobby or their own entry door. ADUs are exempt but must have a clear access to the STREET-SPACE.
6. **Upper STORY Access:** Unenclosed or partially enclosed exterior staircases may not be used to access upper STORY dwelling units.

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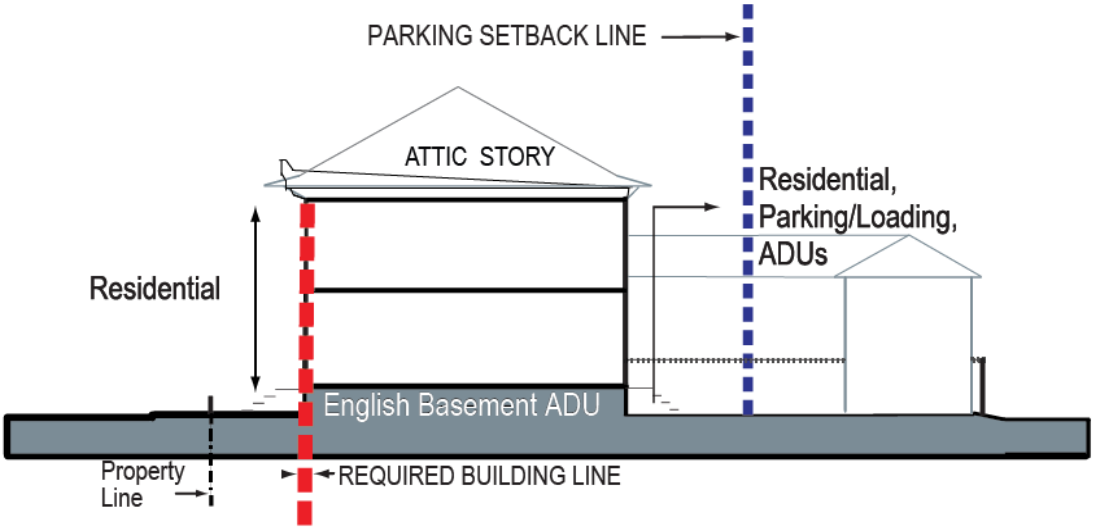
1 *see Section 194. Architectural Standards, for specific FACADE materials & configuration requirements,*

2 *STOOPS and FRONT PORCHES, by definition, encroach into the DOORYARD.*

193.5 Neighborhood Small Frontage



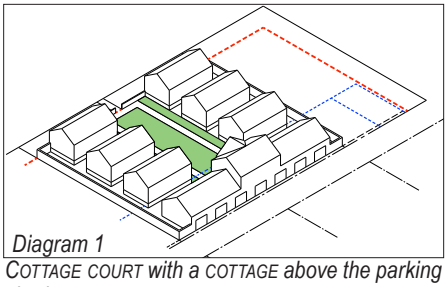
E. USES

See Section 197. Building Functions for specific parameters and/or performance standards.

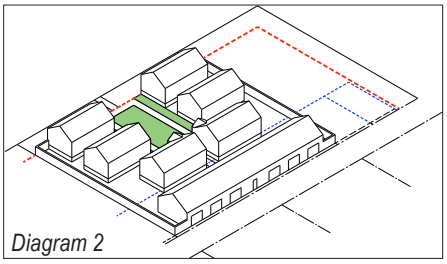
1. **All STORIES**: Residential.
2. **Accessory Dwelling Units**: permitted for owner-occupied ROWHOUSES and detached houses. (*See 193.1 General Standards, G. Accessory Dwelling Units,* above.)
3. **Rear Lot Area:**
   a. In addition to the residential use, parking and loading is permitted, behind the PARKING SETBACK LINE.
   b. For lots with an ALLEY/REQUIRED BUILDING LINE intersection, where there is an additional parking area designated on the REGULATING PLAN, parking is permitted in this area when:
      i. it is within a building;
      ii. the FACADE of the building enclosing the parking meets all requirements;
      iii. it is 2' off the front of the REQUIRED BUILDING LINE; and
      iv. within 40' of the rear lot line.

193.6 Cottage Courts in Neighborhood Frontages

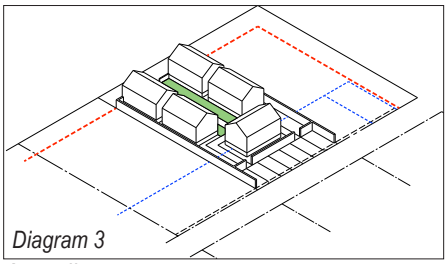
Note: The photos above are provided as illustrations of intent and are advisory only. They are not regulatory. Refer to the standards below for the specific standards for COTTAGE COURTS.



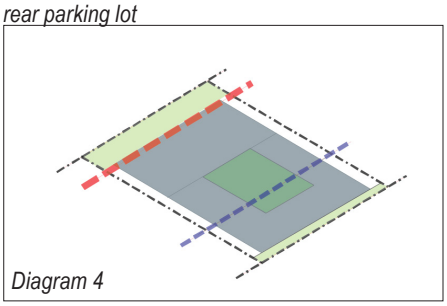
COTTAGE COURT with a COTTAGE above the parking shed



COTTAGE COURT with 6 COTTAGES



A small COTTAGE COURT with 5 COTTAGES and a rear parking lot



See 193.4 Neighborhood Medium or 193.5 Neighborhood Small for the base frontage standards .

A. Cottage Court Specifications

Where a COTTAGE COURT configuration is being proposed, all rules of the designated Neighborhood Frontage apply, with the following additions and modifications:

1. The minimum lot width necessary for a cottage court is 66' in Neighborhood Medium frontages and 76' in Neighborhood Small frontages
2. Minimum 5' separation between all buildings (walls).
3. Minimum COTTAGE width and/or length of 18'.
4. Maximum COTTAGE and/or unit footprint of 700 sq ft (parking garages and parking sheds are not limited by this)
5. Maximum height of 1 ½ STORIES or 18'.
6. Maximum 2 bedrooms per cottage.
7. Maximum rental occupancy 2 adults (children are not precluded).
8. The Central Courtyard:
   a. Must be contiguous with the RBL and open to the RBL not less than 80% of the widest COURTYARD dimension (parallel to the RBL).
   b. Must be open to the STREET-SPACE, with no wall or fence taller than 40" above the average fronting CLEAR SIDEWALK elevation.
   c. Must be configured as a simple rectangle,[1] with no more than one width and/or depth variation.
   d. Must be between 20' and 70' wide and between 40' and 90' deep.
   e. Must be a green space, not more than 1/3rd paved.[2]
   f. Satisfies the PRIVATE OPEN AREA requirement.
9. COTTAGES not on the RBL shall front the central COURTYARD. Elevations fronting the COURTYARD will be regulated as FACADES.
10. At least 15' of each COTTAGE must be contiguous along the COURTYARD.
11. All COTTAGE roofs shall be simple hip or gable roofs with a pitch between 5:12 and 12:12. Shed roofs, minimum pitch 3:12, are permitted on dormers, porches, and parking sheds.
12. A PRIVACY FENCE is required on the side lot lines behind the RBL.
13. Vehicle parking must be behind the PARKING SETBACK LINE.

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1. The central COURTYARD for irregular lots may vary to accommodate the shape of the side lot lines, but must maintain a simple shape, as approved by the Zoning Administrator.

2 All paved areas, other than central COURTYARD walkways, must be reviewed by the ZRC.

Section 26-194. Architectural Standards

Character District Sections: *26-191 to 26-198*

191. Introduction & Definitions
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

A. General Purpose and Intent

The primary purposes of the *Architectural Standards*, working in tandem with *Section 26-193. Building Form Standards*, is to complement and reinforce the pedestrian environment and STREET-SPACE of the Character Districts through the application of high quality materials and architectural designs. These standards are intended to result in construction that is simple and functional, includes sustainable elements, and that will result in quality development that uses durable materials and design. A wide range of architectural expressions, from traditional to contemporary, can be achieved through these standards. The character of new building FACADES should complement the materials and general scale of surrounding district buildings and, through application of these standards, create a cohesive ensemble of buildings within the Character District.

These *Architectural Standards* include basic parameters for functional building element configurations and a palette of exterior building materials. In order to establish and maintain a sense of place, these standards specify an architectural aesthetic of load-bearing walls and regional materials. The standards also specify details, such as window proportions, roof or cornice configurations, shopfronts, and overhangs. Buildings should reflect and complement the traditional materials and techniques of the greater Cedar Falls region.

B. General Principles

1. Applicability:
   a. These standards apply to all new construction within the Character Districts, unless otherwise expressly stated in this section. *See Section 26-63 Proportionate Compliance* for specific applicability when remodeling or renovating existing structures.
   b. Where CLEARLY VISIBLE FROM THE STREET-SPACE:
      (i) Many of these standards apply only where clearly visible from the STREET-SPACE. Note that the definition of STREET-SPACE includes parks, SQUARES, and CIVIC GREENS but not ALLEYS.
      (ii) These controls concentrate on the public realm and views from the public realm, and minimize interference in the private realm. For example, an architectural element that is visible only through an opening in a STREET WALL is not CLEARLY VISIBLE FROM THE STREET.
2. Materials
   a. All building materials shall express their structural properties. For example, stronger and heavier materials (masonry) should be located below lighter materials (wood). Material changes should occur at logical construction locations (such as at an inside corner).
   b. EQUIVALENT OR BETTER:

      Materials, techniques, and product types listed in this Section are prescribed. Where indicated, materials that are EQUIVALENT OR BETTER may be proposed to the Zoning Administrator and ZRC for review according to the Minor Adjustments process established in Section 26-39, not including any materials specifically prohibited in the individual sub-Section. The Zoning Administrator will maintain a list of approved materials containing materials that have met this standard and are therefore permitted under this section.

C. Architectural Standards: Building Walls

1. Purpose and Intent
   BUILDING FACADES define the PUBLIC REALM, or STREET-SPACE. All walls should express the construction techniques and structural constraints of their building materials. These standards are intended to achieve simple configurations and solid craftsmanship.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Building with stone and brick FACADE

Cast iron SHOPFRONT with brick second STORY

Material change at an interior corner, a logical structural location.

Building with copper FACADE

Recent all-brick townhouses with significant architectural detailing

Stucco building FACADE.

2. Applicability
   The standards in this section apply to all building walls that are CLEARLY VISIBLE FROM THE STREET-SPACE. Where expressly stated, they also apply to additional building elevations.

3. Primary Façade Materials
   a. Any of the following building materials shall be used on a minimum of 75% of the facade area. This measurement shall be calculated as a percentage of the wall portion of the facade, exclusive of fenestration.
      (i) Brick and terra cotta;
      (ii) Natural stone;
      (iii) Stucco (cement plaster); prefabricated stucco panels and sprayed on stucco finishes are prohibited;
      (iv) Cast iron, copper, stainless steel (18-8 or better), or titanium metal.
   b. For Neighborhood frontages only:
      (i) Wood or approved fiber cement siding;
      (ii) Vinyl siding may be used to replace other types of siding on existing single-unit residential buildings. On other buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.
   c. Additional materials may be proposed to the Zoning Administrator and ZRC for review under the equivalent or better standard, see *Section B.2.b* above.

4. Secondary Materials
   Any of the following materials are permitted on a maximum of 25% of the façade area and on all side and rear elevations.
   a. All permitted primary materials;
   b. Metal (heavy gauge & non-reflective);
   c. Ground- or Split-faced block (integrally colored);
   d. Glass block;
   e. Decorative tile;
   f. Pre-cast masonry;
   g. Durable foam-based products, such as Fypon, may be used for architectural detailing; and
   h. EIFS (Exterior Insulation and Finishing System) and other synthetic materials may be used above the second story, if on the ZRC Approved Alternate Materials List.

5. Prohibited Materials
   a. Styrofoam;
   b. Vinyl (except as noted above for Neighborhood frontages) and aluminum siding.

6. Configurations and Techniques
   a. When different materials are used on a facade, heavier materials shall be used below lighter materials (i.e., stone below brick; brick below metal panel; brick below siding).
   b. All masonry, including brick, block, and stone, shall be in an apparent load-bearing configuration.
   c. Where siding, including panels, is not mitered at corners, siding shall incorporate corner boards on the outside building corners to conceal raw edges.
   d. Wall openings (fenestration) must:
      (i) have a vertical dimension equal to or greater than the horizontal dimension unless otherwise specifically permitted in these district standards;
      (ii) correspond to the interior space and shall not span across building structure such as a floor or wall.
   e. Wood Siding and Wood Simulation Materials
      (i) Horizontal siding shall be configured with a maximum board exposure of 8 inches.
      (ii) Board and batten siding shall have a maximum board width of 10 inches.
      (iii) Siding and shingles shall be smooth, not rough-sawn finish.
      (iv) Shall not come in contact with the ground surface.
   f. Stucco:
      (i) Shall have a smooth or sand finish only; no rough textured finish.
      (ii) Shall not come in contact with the ground surface.
   g. All exposed masonry walls (i.e., street walls, garden and other free-standing walls, and parapets) shall have a cap or coping to protect the top of the wall from weather.

D. Architectural Standards: Roofs, Eaves and Parapets

1. Purpose and Intent
   Roofs and parapets are part of the FACADE composition (its crown or hat) and contribute to the spatial definition of the STREET-SPACE. They should demonstrate common-sense recognition of the climate by utilizing appropriate pitch, drainage, and materials in order to provide visual coherence to the district. Roof forms are not interchangeable. The roof type is integral to the design of the building and its architectural character and the configuration should be appropriate for the building and its FAÇADE.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Projecting cornice

Parapet wall as Dutch Gable

Building with gable eaves and FACADE cornice

Parapet wall with projecting cornice

Overhanging eave

Parapet walls with projecting brick corbels

2. Applicability
   The standards in this section apply to any roof or parapet that is CLEARLY VISIBLE FROM THE STREET-SPACE.
3. Permitted Roofing Materials
   a. Tile;
   b. Slate, and equivalent synthetic materials or better;
   c. Metal, shingle or standing seam, equivalent or better;
   d. Dimensional architectural grade composition shingles; or
   e. Wood shingles.
3. Prohibited Roofing Materials: corrugated metal
4. Additional Permitted Materials and Elements
   a. Cornices and soffits may be comprised of wood or metal.
   b. Gutters and downspouts may be vinyl and/or metal, in accordance with industry standards.
   c. Parapet wall materials, exclusive of copings, shall match the building wall.
5. Additional materials may be proposed to the Zoning Administrator and ZRC for review under the EQUIVALENT OR BETTER standard, see *Section B.2.b* above.
6. Configurations and Techniques
   a. Flat roofs are allowed except in COTTAGE COURT configurations.
   b. Pitched Roofs
      Roof pitch is measured as rise over run. For example, a 4:12 pitched roof increases 4" in height for every 12" of horizontal distance.
      (i) Roofs that cover the main body of a building shall have a slope of no less than 5:12 and no more than 12:12.
      (ii) The roofs of FRONT PORCHES, STOOPS, and BALCONIES shall have a slope of no less than 2:12 and no more than 6:12.
      (iii) The end walls of a Dutch gable or gambrel roof may extend up above the roof line to form a parapet.
      (iv) Pitched roofs, except those on the FACADE side of the building, may be "cut out" to allow roof access for terraces and mechanical equipment. The cut out area may not be within 18 inches of end of the individual exterior wall nor within 18 inches of the roof ridge.
   c. Overhang Requirements
      (i) There shall be a 10 to 30 inch overhang near the top of the primary structure, with the exception of parapet walls, which have a minimum overhang of 3". This does not apply to walls on/at COMMON LOT LINES or rear elevations.
      (ii) Buildings may satisfy the overhang requirement with eaves, a cornice, or similar form projecting horizontally from near the top of the building wall or above the ceiling of the uppermost STORY.
   d. Other Elements
      (i) Roof-mounted equipment is permitted only when screened from view (from the STREET-SPACE) by the building's parapet wall.
      (ii) Skylights, solar shingles, and solar panels that are flat and flush to the roof are permitted; however, non-flat/flush panels should be mounted at least 5 feet from the roof outer edge/eaves or behind the parapet wall.

E. Architectural Standards: Windows and Doors

1. Purpose and Intent
   The placement, configuration, type, and size of windows and doors on the FACADE greatly influences the scale and character of the STREET-SPACE. For Storefront frontages, windows allow interplay between the ground floor interiors and the sidewalk. Commercial uses (especially restaurants and retail establishments) benefit from exposure to the passers-by and the STREET-SPACE benefits from the visual activity. For residences, windows foster the "eyes on the street" surveillance which provides for the security and safety for the area.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Door with transom and sidelight windows

Windows recessed behind FACADE surface

Ground STORY SHOPFRONT and upper story double-hung windows

Grouped windows

SHOPFRONT windows with stained glass transom

Grouped windows

2. Applicability
The standards in this section apply to any window or door that is CLEARLY VISIBLE FROM THE STREET-SPACE. See *Section 26-63* for specific applicability when remodeling or renovating existing structures. Specific requirements and exceptions for SHOPFRONTS are provided in section *F. Shopfronts*, below.

3. Materials
   a. Glass panes must be clear, with low reflectivity and light transmission at the GROUND STORY of at least 75%. SHOPFRONT transoms are excluded from this restriction.
   b. Doors shall be of wood, clad wood, glass, steel, or any combination thereof.
   c. Shutter materials shall be wood or clad wood.
   d. Additional materials may be proposed to the Zoning Administrator and ZRC for review under the EQUIVALENT OR BETTER standard, see *Section B.2.b* above.

4. Configurations and Techniques
   a. All Windows except SHOPFRONTS (see *F. Shopfronts,* below)
      (i) The horizontal dimension of the opening shall not exceed the vertical dimension except for transom windows above an entrance;
      (ii) Windows may be grouped horizontally if each grouping is separated by a mullion, column, pier, or wall section that is at least seven inches wide. A group is limited to a maximum of five windows;
      (iii) Windows should be subdivided to provide a pedestrian scale. The maximum dimensions for glass panes are 60 inches vertical by 36 inches horizontal.
      (iv) Window panes shall be recessed behind the surface of the FACADE a minimum of three inches, except for BAY WINDOWS and SHOPFRONTS.
      (v) Windows must correspond to the clear height within a building and may not span across building structure such as floor structural and mechanical thicknesses. Windows on different story levels must be separated by a minimum 24-inch wall or framing element.
      (vi) Window types: single-, double-, and triple-hung, hopper, awning, casement, clerestory, and transom.
      (vii) Fixed windows are only permitted as part of a window grouping that includes an operable window.
      (viii) Egress windows may be installed as required by the applicable building code.
      (ix) Snap-in mullions and MUNTIN are permitted but not considered in any proportion calculation or measurements for fenestration.
      (x) Exterior shutters, when used, shall be sized and mounted appropriately for the window (one-half the width).
   b. GROUND STORY Windows and Doors
      (i) Double-height entryways (those that span more than one STORY) are not permitted.
      (ii) General and Storefront FACADE doors shall not be recessed more than four feet[1] behind their FACADE and, in any case, shall have a clear view and path to a minimum 45-degree angle past the perpendicular from each side of the door into the STREET-SPACE. Doors may not encroach into the right-of way when opened.
   c. Upper STORY Windows
      On all upper STORIES, a minimum of 40% of the window area, per STORY, must be operable.
   d. Garage doors
      When a lot is adjacent to an ALLEY, garage doors shall face towards the ALLEY.

1 *Note of Intent: there may be historic shopfronts in the downtown that do NOT meet this standard. This is done in consideration of the materials, craftsmanship and aesthetic of contemporary construction (new buildings won't be built out of the same materials or with the same kind of craftsmanship as the historic buildings).*

F. Architectural Standards: Shopfronts

1. Purpose and Intent
   Shopfronts enliven the public realm. They improve walkability, with frequent entrances and large display windows providing transparency and connection between the interior activity and the public sidewalk. Display windows should be large to allow unimpeded views into the interior of the shop. Closely spaced mullions or muntins, punched windows, and horizontal grids should be avoided.
2. Applicability
   The standards in this section apply to building frontages designated as Storefront on the Character District regulating plan. They include more requirements than, and some exceptions to, the standards in *Section E. Windows and Doors,* above. Where there is an apparent conflict, these rules apply. Applicants may use the shopfront standards for any portion of a General Urban frontage, subject to ZRC approval.
3. Requirements and Configurations
   a. The bottom of shopfront window glass shall be between 1 and 3 feet above the sidewalk and shall run from the sill to a minimum of 8 feet above the sidewalk. Materials per *Section C. Building Walls* must be used below the window sill.
   b. Roll-up garage doors are not permitted for designated Storefront Frontages.
   c. Shopfront window and door glass shall be clear, with light transmission of at least 75%. Transom glass may be tinted, obscured, stained, or glass block.
   d. Individual panes of glass in shopfronts shall be no larger than 11 feet in height and 6 feet in width.
   e. Shopfront windows and doors may not be made opaque by window treatments, except by operable sunscreen devices within the interior. A minimum of 75% of the fenestration must allow views into the interior for a depth of at least 10 feet.
   f. Shopfront doors must have at least 60% glass. Solid and opaque doors are prohibited.
   g. Shopfront doors must be distinguished by features such as: transom windows, awnings or canopies, or a recessed entryway.
   h. Shopfronts must be differentiated from the facade above by a projection or string course, with a minium relief of one inch and minimum vertical width of three inches, between each shopfront and the window-sill level of the second story.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

G. Architectural Standards: Awnings and Canopies

1. Purpose and Intent
   Awnings and canopies provide protection from the elements and create shade and shadow on the building, enhance the three dimensional quality, add interest, and can help emphasize a primary building entrance. Open ended awnings are preferred to make blade signs and transom windows more visible from the sidewalk.

2. Applicability
   The standards in this section apply to any awning or canopy that is clearly visible from the street-space.

3. Materials
   a. Awning must be made of commercial-grade fabric and may be either fixed or retractable. High-gloss, plasticized, shiny or reflective materials are prohibited.
   b. Canopy framing shall be constructed of either metal or wood.
   c. Canopy roofing materials, where clearly visible from the street-space, may be: metal standing seam (5V crimp or equivalent), slate,glass, or durable fabric.
   d. Additional materials may be proposed to the Zoning Administrator and ZRC for review under the equivalent or better standard, see *Section B.2.b* above.

4. Configurations
   a. Awnings and canopies shall not interfere with utilities, street trees, or other important ROW elements.
   b. Awnings and canopies shall shade windows with the awning top mounted no more than one foot above the opening below.
   c. Awning and canopy overhangs shall have a minimum of nine feet clear height above the sidewalk and be minimum of four feet deep, measured from the façade. The maximum depth is to back-of-curb or the tree lawn edge, whichever is less. (subject to approval by the Zoning Administrator and ZRC).
   d. Back-lighting or internal illumination through the awning or canopy is not permitted.
   e. One-quarter cylinder configurations are not permitted.
   f. Canopies shall be mounted to the building wall and supported either from below by brackets or from above by cables or chains, or be structurally integrated with the building.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

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H. Architectural Standards: Facade Composition for Large Building Frontages

1. Intent
   General and Storefront frontages have additional specific design parameters to ensure that they create a positive pedestrian environment.

2. Applicability
   These standards maintain a pedestrian scale, even where the buildings are quite large. They apply to the first four stories of the facade. This conservatively covers the distance within which one can discern the human face from the street. Building facades with 100 feet or more of frontage on a block face are subject to this rule. Lots with street frontage of less than 100 feet on a block face are exempt from this rule for that block face, but shall still include at least one functioning pedestrian street entry and meet all other applicable building form standards.

3. Facade Composition
   The facade composition rule is intended to maintain a pedestrian-friendly scale. "Façade composition" is the arrangement and proportion of facade materials and elements (windows, doors, columns, pilasters, bays). "Complete and discrete" distinguishes one part of the facade from another to give the appearance of distinct facades.

   a. For each block face, facades along the required building line shall present a complete and discrete vertical facade composition for the street-space, at no greater than the following average street frontage lengths:
      (i) 60 feet for Storefront frontages;
      (ii) 75 feet for General frontages.
      These are average frontage lengths; the facade may be composed of bays of different sizes to achieve the average; uniform spacing is not required.

   b. Each facade composition shall include at least one functioning street entry door.

   c. The facade composition requirement may be satisfied by liner shops, which are shallow shops located in front of larger footprint uses such as grocery stores or parking structures.

   d. To achieve a complete and discrete vertical facade composition within a block face the applicant shall demonstrate that at least two of the following features that distinguish one facade composition from the next are included:
      (i) Different fenestration proportions of at least 20% in height or width or height:width ratio. *(See Figure 1.)*
      (ii) Different facade configurations, through a change in architectural features, such as facade elements, bay rhythm, cornice line, articulation, or detailing; change in the wall plane alone is insufficient. *(See Figure 2.)*
      (iii) Change in wall material; color changes alone are insufficient.
      (iv) Change in total fenestration percentage with a minimum difference of 12%. Ground floor facades are not included.
      (v) Clearly different ground story facade composition, using framing material and fenestration proportions.

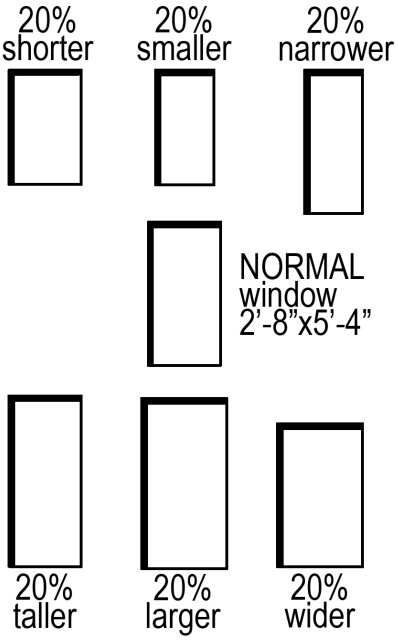

Diagram 1. Illustration of different fenestration proportions

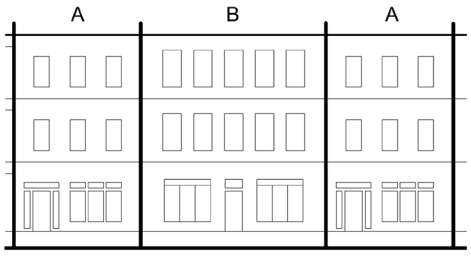

Diagram 2. Illustration of facade configurations with a clearly different rhythm

I. Architectural Standards: Street Walls and Fences

1. Purpose and Intent
   The STREET-SPACE is physically defined by buildings, walls, or fences. Land should be clearly public or private; in the public view or private and protected.

   STREET WALLS establish a clear edge to the STREET-SPACE where there is no building. These requirements include masonry walls that define outdoor spaces and separate the STREET-SPACE from the private realm (e.g. parking lots, gardens, trash cans, and equipment). All STREET WALL faces should be designed as is the building FAÇADE, with the finished side out (i.e. the "better" side facing the STREET-SPACE).

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

STREET WALL defining private garden or courtyard

STREET WALL with door

STREET WALL with gate

STREET WALL with gates shielding service area from PUBLIC REALM

Not permitted—no STREET WALL and parking visible from the STREET-SPACE

2. Applicability
The following standards apply to all STREET WALLS and fences that are CLEARLY VISIBLE FROM THE STREET-SPACE.

3. Materials
   a. Walls
      (i) Brick;
      (ii) Natural stone
      (iii) Stucco on masonry (such as concrete block or poured concrete)
      (iv) A combination of materials, e.g., stone piers with brick infill panels, masonry with iron or steel.
   b. Gates and Fenestration
      (i) Metal, including wrought iron, welded steel and/or electro-plated black aluminum; may also be used for FENESTRATION in the wall itself; or
      (ii) Wood.
   c. DOORYARD and Privacy Fences
      (i) Wood;
      (ii) Wrought iron or metal that faithfully imitates wrought iron;
      (iii) Dimensional composite material (synthetic and composite woods); or
      (iv) A combination of any of the above materials with masonry piers.
      (v) Rolled fencing (such as chain link) is prohibited where CLEARLY VISIBLE FROM THE STREET-SPACE.
      (vi) Additional materials may be proposed to the Zoning Administrator and ZRC for review under the EQUIVALENT OR BETTER standard, see *Section B.2.b* above.

4. Configurations and Techniques
Permitted configurations and techniques (See also *Section 26-193. Building Form Standards*):
   a. STREET WALLS:
      (i) shall be built to the height and length specified in the applicable BUILDING FORM STANDARD.
      (ii) taller than 5 feet are subject to the FENESTRATION requirements of the applicable BFS frontage; those lower than 5 feet may use the FENESTRATION parameters.
   b. DOORYARD Fences and Privacy Fences:
      (i) shall be "finished side" facing the street or adjacent property;
      (ii) DOORYARD fences: must be at least 1/3 open and not solid. Wooden picket boards should not be more than 3.75 inches wide and set so that the space between them is not more than 3 inches wide.

STREET WALLS with coping and wrought iron along an unbuilt street frontage.

J. Architectural Standards: Entry Features, Front Porches, Stoops and Canopies

1. Purpose and Intent
   Building entries are the front door of a building and provide a connection between the building interior and the outside, public activity. They also establish a clear hierarchy and focal point for the building. Entries should be scaled appropriately to the size of the building.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Small Apartment Building with a clear entry

Small Apartment Building with a forecourt entry

Rowhouses with entry STOOPS

Urban General building entry with STOOP and CANOPY with BALCONY above.

Small Apartment Building with a FRONT PORCH entry

2. Applicability
The standards in this section apply to all building FACADE entries within a Character District.

3. Materials
Permitted materials for FRONT PORCHES, STOOPS, and other entry features: (For AWNING and CANOPY materials, see *Section G. Awnings and Canopies*, above.)
   a. Foundation walls and piers of stucco, stone, split-faced concrete, poured concrete with a smooth finish, or brick.
   b. Porch posts, piers, columns or pilasters of wood, or approved fiber cement product, stone, stucco, brick, or split-faced block.
   c. Balustrades of: wood, which must be finished (painted or stained, no raw lumber); large section aluminum; or Zoning Administrator approved synthetic, which must be paintable.
   d. Privacy lattice (max 1" openings) enclosing open foundations.
   e. Additional materials may be proposed to the Zoning Administrator and ZRC for review under the EQUIVALENT OR BETTER standard, see *Section B.2.b* above.

4. Configurations
Entries should be distinguished by variations in FACADE design, materials, and articulation that clearly identifies the entrance.
   a. Spacing between columns, piers or posts shall be no wider than 1.33 times their height (for example, 9' tall posts can not be more than 12' apart).
   b. All required FRONT PORCHES or STOOPS shall be roofed, with supporting posts, brackets, piers or columns and railings. STOOPS may alternately have a CANOPY or AWNING covering. The AWNING or CANOPY may be supported as described in a., above, or hung from the FACADE by chains or wires of not less than 3/8" diameter.
   c. The minimum dimension[1] or diameter for single columns or posts is 7", 4" if paired/doubled, Turned posts are allowed to have portions with a diameter that are as much as 1/3rd below the minimum. Supporting masonry bases have a 8"minimum dimension, and pilasters must be at least 8" wide x 1" in depth from the FACADE.
   d. Pediments, or any other entry architectural detailing, must be at least 4" in depth from the facade and completely span the entry opening.
   e. CANOPIES must completely cover the STOOP they are overhanging.
   f. Balusters and railings shall be a minimum dimension of 1" (max. 4" dimension) with a max. 3" clear space between them. They must sit on and be attached to the FRONT PORCH or STOOP floor/platform's top surface, they may not be attached to it's joists or the side of the platform.
   g. FRONT PORCHES or STOOPS with railings/balustrades shall be at least 30" in height above their floor and fully surround the FRONT PORCHES or STOOP excepting a maximum 6 ft wide front opening and (separate) side opening for any side access.
   h. Porch screen frames may only be mounted behind the columns, posts or piers and intermediate screen supports not less than 3 feet apart.

5. Techniques
Required FRONT PORCHES or STOOPS may be open in any direction. The elevation facing the street(s) shall not be enclosed (except by insect screening) above a level of 40" above the FRONT PORCH or STOOP floor.

CANOPIES and AWNINGS

1 *Note to Staff: "Nominal" lumber dimensions satisfy these requirements.*

K. Architectural Standards: Lighting and Mechanical

1. Purpose and Intent
   These standards are intended to enhance the urban pedestrian context. Appropriate lighting is desirable for night-time visibility, safety, and decoration. However, lighting that is too bright or intense creates glare, hinders night vision, and creates light pollution. Restricting the location of mechanical equipment limits intrusions that would otherwise detract from the public realm. All street lights within a Character District should be pedestrian-scaled. Highway-scale, 'cobra-head,' fixtures are generally not appropriate for true urban contexts and should be limited to intersections where absolutely necessary.

2. Applicability
   The standards in this section shall apply to all properties in a Character District. Exceptions may be made to comply with state highway standards where necessary.

Not permitted, visible from the STREET-SPACE

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Not permitted within the STREET-SPACE

Pedestrian-scale street lights

Not permitted, visible from the STREET-SPACE

The illustrations above are examples of mechanical equipment arrangements that are only acceptable away from and/or not visible from a STREET-SPACE (i.e. within an ALLEY or screened from view).

3. Exterior Lighting
   a. Pedestrian-scale Streetlights should be:
      (i) coordinated by the Department of Public Works and Cedar Falls Utilities (CFU) and done in accordance with any adopted Streetscape Plan;
      (ii) located on each side of the STREET-SPACE; (See *Section 26-195. Public Realm Standards*) and
      (iii) coordinated with STREET TREE placement and located at least 10 feet apart from one another.
   b. Site and Accent Lighting
      These standards are intended to prevent light from one property extending beyond the property line onto adjacent properties. Compliance with this subsection is achieved with fixture shielding, directional control designed into the fixture, fixture location, fixture height, fixture aim, or a combination of these methods.
      (i) Site lighting shall be designed to illuminate only the lot. If mounted on poles, lights shall not be mounted higher than 25 feet above grade. An exterior lighting plan shall be approved as consistent with these standards by the Zoning Administrator in consultation with the ZRC.
      (ii) Floodlighting or directional lighting is prohibited except for lighting of loading and service areas, and on CIVIC BUILDINGS or monuments, to highlight architectural features (such as cupolas, towers, or courthouse domes[1]), and shall not produce glare into neighboring windows or light trespass into neighboring properties. Floodlights are not permitted for parking lots or outdoor display/storage areas.
      (iii) All under-canopy lights or lights mounted in eaves must either be recessed into the canopy/eave and fully shielded or use flat lenses instead of drop lenses.
      (iv) Lights within ground floor commercial space or SHOPFRONTS shall be used to illuminate the interior space and/or window displays and shall not be directed outward into the STREET-SPACE.
      (v) Light fixtures used to illuminate flags, statues, or objects mounted on a pole or pedestal must use a narrow cone of light that does not extend beyond the illuminated object. Lights that are intended to architecturally highlight a building or its features must use a limited pattern of light that does not extend beyond the wall of the building.
      (vi) Floodlights, when permitted, must be aimed no higher than forty five degrees (45°) from vertical; be located and shielded such that the bulb is not directly visible from any adjacent residential use or public right of way.
      (vii) In Neighborhood Frontages, lighting used to illuminate outdoor private recreational facilities, such as swimming pools, tennis courts, and basketball courts, must be turned off by 10:00 PM. Underwater lighting in swimming pools and hot tubs are exempt from this provision.
      (viii) No lights may exceed 0.5 initial horizontal foot-candle and 2.0 initial maximum foot-candle as measured at any point along a property boundary that is adjacent to or across the street or ALLEY from Neighborhood frontages and properties outside the Character District that are zoned residential.
      (ix) Exterior lights on the building shall be shielded and downcast or must be frosted glass or be installed behind a translucent cover. Exterior lights shall be maximum 100-watt incandescent or maximum 1600 lumens. Lights on the FACADE shall be mounted between 8 feet and 12 feet above the adjacent sidewalk These fixtures shall illuminate the DOORYARD and CLEAR SIDEWALK area. Lights on the ALLEY shall have a 12 foot maximum height. These fixtures shall illuminate the ALLEY and may also illuminate a portion of their own rear yard area. They shall not direct light or cause glare into neighboring lots.
      (x) High intensity discharge (HID) or fluorescent lights shall not be used on the exterior of buildings.
      (xi) Temporary holiday lighting is exempt from these regulations, in accordance with other City standards.
4. Mechanical Equipment
   a. All mechanical equipment located at grade (serving the building or tenant use) shall be placed behind and away from any REQUIRED BUILDING LINE and screened by a STREET WALL if necessary to prevent its being CLEARLY VISIBLE FROM THE STREET-SPACE.
   b. All mechanical equipment on a roof shall be screened, and all screening and penthouses placed on a roof shall be set back from the roof line by a distance at least equivalent to the height of the screening or penthouse in order to minimize visibility from surrounding streets and shall have a maximum height of 18 feet.

1 *Note of Intent: intent is to allow all CIVIC BUILDING towers such as bell towers, minarets, steeples, etc.*

L. Architectural Standards: Signage

1. Purpose and Intent
   Signs in Character Districts should be scaled and designed for these mixed-use, pedestrian-oriented areas and not for high speed automobile traffic. Signage along commercial and mixed-use frontages should be durable and is desirable for both informational purposes and as decoration. Signage that is too large creates distraction, intrudes into or lessens the district experience, and creates visual clutter.

Photographs are provided as illustrations of intent, with no regulatory effect. They shall not imply that every element in the image is permitted. Refer to the standards on the following page for the specific requirements of this section.

Parapet sign

Neon sign within the shopfront window

Wall sign

Window sign

Horizontal blade sign

Wall sign

2. Applicability
The standards in this section apply to any sign that is CLEARLY VISIBLE FROM THE STREET-SPACE in the frontages designated as General Urban or Storefront. Signs in the Neighborhood frontages are regulated according to the sign standards for the R-1 zoning districts.

3. General Standards for All Signs
All signage shall conform to the requirements of *Article IV of this chapter,* except as provided for below.
   a. Only sign types specified in this section are permitted.
   b. Prohibited: Billboards, roof signs, and mural signs painted on FAÇADES (except those existing prior to [date of code adoption]). Mural signs are permitted, subject to approval by the Zoning Administrator in consultation with the ZRC, on the other exterior walls (side, rear, and courtyard elevations).
   c. Signs may be illuminated externally from a constant light source. Signs may not be illuminated by flashing, traveling, animated, or intermittent lighting, whether such lighting is of temporary or long-term duration.
   d. Internally illuminated back-lit acrylic-faced cabinet signs and plastic-faced letterform signs are not permitted.
   e. Signs shall not include an Electronic Message Center (EMC) unless explicitly permitted below.

4. Wall Signs
   a. Except for approved 1st Street exceptions, are only permitted within the sign band—the horizontal area on the FACADE between the first floor ceiling and the second STORY floor line. For one-STORY buildings, the sign band shall be above the windows and below the cornice. In no case shall this band be higher than 20 feet or lower than 11 feet above the adjacent sidewalk.
   b. Shall not exceed 20 feet in length, 90% of the SHOPFRONT width, nor come closer than 2 feet to an adjacent COMMON LOT LINE.
   c. Sign area shall not exceed 1.5 times the SHOPFRONT width.
   d. Shall not extend over the architectural features of the building FACADE, such as cornices, pilasters, transoms, window trim, and similar.
   e. A masonry or bronze plaque may be placed in the building's cornice or parapet wall or under the eaves, and above the upper STORY windows. Any such plaque shall be no larger than a rectangle of 18 square feet.

5. Projecting Signs are generally perpendicular to the REQUIRED BUILDING LINE. Projecting blade signs, marquee signs, and corner signs are permitted.
   a. One blade sign per SHOPFRONT is permitted. They:
      (i) may project from the sign band, or be hung from a GROUND STORY overhang, CANOPY, or AWNING;
      (ii) shall be no more than 6 square feet;
      (iii) shall project from the building no more than 42 inches;
      (iv) shall be a minimum of 8 feet clear above the sidewalk;

Wall sign within sign band

Vertical blade sign

Masonry parapet sign

Marquee sign

(v) shall be located no closer than 1 foot from a COMMON LOT LINE or adjacent SHOPFRONT space and no closer than 10 feet from any adjacent blade sign; and

(vi) shall not be internally illuminated.

b. Marquee signs are integrated with an entry CANOPY. They:

(i) are only permitted with a theater use;

(ii) may project to the far edge of the CLEAR SIDEWALK; and

(iii) may include an EMC within the sign band area.

c. Corner signs that are visible from two or more intersecting streets are permitted as long as:

(i) there is no more than one per BLOCK CORNER;

(ii) they are located above the GROUND STORY sign band and below the third STORY, or for a two-story building below the cornice line;

(iii) they do not exceed 40 square feet per sign face; and

(iv) the maximum projection from the corner is 5 feet.

Corner sign

6. Window Signs

a. Windows are measured as glass area including MUNTINS and similar framing elements with a dimension of less than one inch. Glazing separated by framing elements of greater than one inch are considered separate windows.

b. No more than 25% of any GROUND STORY window may be covered by signage, and such signage shall not be placed or adhered to the window in a manner that prevents views into the SHOPFRONT.

c. Neon signs are allowed within SHOPFRONT windows.

d. No more than 10% of any upper STORY window may be covered with signs.

Awning sign

7. Other Signs

a. Temporary sandwich board signs of up to 36" in height are permitted within the DOORYARD area. They may also be considered a permitted encroachment to the sidewalk or right-of-way, with prior approval from the City.

b. Awning signs are permitted. Sign copy on AWNINGS shall be limited to 6 inches in height on the outside edge/vertical face of the AWNING.

c. Canopy signs (not including marquee signs, which are regulated separately) are allowed on the canopy face or mounted upright along the top of the canopy with the bottom of the sign no more than 4" above the canopy. Canopy signs shall extend no more than 90% of the length of the canopy and be no more than 20 inches in height. Signs mounted on the face of a canopy must maintain a minimum of 3" spacing between the sign and the top and bottom of the canopy face. No more than 1 canopy sign is allowed per SHOPFRONT and a canopy sign is not allowed on a SHOPFRONT that has a marquee sign.

d. Directional signage as defined in this chapter is allowed for assisting traffic flow through allowed drive-through facilities.

Awning signs and wall signs

8. Freestanding Signs
   a. No new freestanding signs are permitted after [date of code adoption].
   b. Any property owner voluntarily removing a legally non-conforming freestanding sign may be allowed a bonus of up to one hundred fifty percent (150%) of the building signs allocated to the property. For example, if a property is allocated 40 square feet of building signs, the property may be allowed 60 square feet of buildings signs if a legally nonconforming freestanding sign is removed.
   c. Bonus signage will still be required to meet the specific placement standards for the particular sign type(s) requested.
9. First Street Exceptions for multi-story buildings in the Urban General and Storefront frontages
   An additional wall sign is permitted in a sign band located above the top story windows and below the cornice that has:
   a. Square footage less than or equal to 1.5 times the length of the sign wall; and
   b. Length no greater than 90% of the length of the sign wall.

Section 26-195 Public Realm Standards

195.1 Intent

These *Public Realm Standards* are designed to establish environments within Character Districts that encourage and facilitate pedestrian and bicycle activity by creating streets and other parts of the PUBLIC REALM that are comfortable, efficient, safe, and interesting.

A. Although commonly thought of as just GREENS or parks, the *public realm* includes the complete STREET-SPACE—the space between the building FAÇADES: the sidewalks, street trees, SQUARES, GREENS, and the travel lanes.

B. The STREET-SPACE is a community's first and foremost public space and should be just as carefully designed and planned as any GREEN or CIVIC BUILDING. The character of the street—both its scale and its details—plays a critical role in determining the pedestrian quality of a place.

C. The Public Realm Standards:

1. Regulate the *pedestrian realm*, from the FACADE to the curb as well as any GREENS or SQUARES, in a Character District.
2. Serve as guidance for the curb-to-curb street geometry of any new streets or street rebuilding, as well as the maintenance of existing streets in a Character District. Streets within Character Districts should not be thought of as "roads, highways, arterials, or collectors." They should be developed to create people-oriented places balancing all transportation modes. The majority of streets in a Character District should be designed primarily for walkability and pedestrian comfort.
3. Contribute to sustainability. Street trees and plants contribute to privacy, the reduction of noise and air pollution, shade, maintenance of the natural habitat, conservation of water, and storm-water management. Good STREET-SPACES promote more sustainable transportation options such as walking and bicycling.
4. Work in concert with the property frontages. DOORYARDS and FACADES literally form the walls of the STREET-SPACE. They are regulated in *Section 26-193 Building Form Standards.*

D. Components

The Public Realm Standards include the following sections:

1. *195.2 General Standards*
2. *195.3 Public Open Space*
3. *195.4 Street Trees*
4. *195.5 Street Design in Character Districts*

Character District Sections: *26-191 to 26-198*

191. Introduction & Definitions
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

195.2 General Standards

The following standards regulate the STREET-SPACE from the FACADE to the curb within a Character District.

A. DOORYARDS

1. All:
   a. Thorny plants shall not be planted along the CLEAR SIDEWALK or entry walkways.
   b. Noxious weeds, as defined by city ordinance, and invasive exotic species and are prohibited.
2. Urban General, Urban General 2, and Storefront frontages:
   a. Must be planted or hard-surfaced with pervious pavers;
   b. Any plantings/vegetation may not block any FENESTRATION nor extend over the CLEAR SIDEWALK.
3. Neighborhood (Medium and Small) frontages:
   a. Must be planted at a minimum with grass, ground cover, or flowering vines that do not exceed a height of 8".
   b. Shrubs or hedges (maximum height 40") may be planted within the DOORYARD.
   c. Trees may be planted within the DOORYARD, but must be "limbed up" as they gain appropriate maturity so as to be minimum 7' clear over the CLEAR SIDEWALK.
   d. Hard-surfaced walkway(s) must be provided between the CLEAR SIDEWALK and the building entry(s) in the FACADE. Such walkways are limited to 6' in width (perpendicular to the RBL) per FACADE entry.

B. The developer is required to install sidewalks that meet all City (and ADA) standards and specifications at the time of development. They shall provide a minimum CLEAR SIDEWALK as follows: 6' for all Urban General and Storefront frontages, 5'for all Urban General 2, and 4' for all Neighborhood frontages.

C. Tree Lawn: the area between the CLEAR SIDEWALK and the curb is used as the planting area for STREET TREES. It may also be used, in more intense pedestrian situations, as a pedestrian area with seating and cafe tables. The TREE LAWN is regulated in Section 195.4.

D. Street lighting:

1. At the time of development, the developer is required to install pedestrian-scale streetlights per City specifications according to any adopted streetscape plan, on any Urban General, Urban General 2, and Storefront frontage being developed.
2. ALLEY lighting: all lots with ALLEY access may have lighting fixtures illuminating the ALLEY, see the *Architectural Standards, Section 194.K.3.b.(v).*

E. Street furniture is an element of the overall STREET-SPACE design. Street furnishings should be simple, functional, and durable. Placement will generally be within the TREE LAWN area. Any specific GREEN or SQUARE designs may specify different placement. All street furniture must meet City standards.

F. Private mechanical and electrical equipment is prohibited within any STREET-SPACE including the DOORYARD. This includes, but is not limited to, air compressors, pumps, exterior water heaters, water softeners, and private garbage cans. Public sidewalk waste bins and water pumps for public fountains or irrigation are not included in this prohibition. (Temporary placement of private garbage cans within the STREET-SPACE is allowed to accommodate scheduled pick-up.)

G. Public bicycle parking shall be provided in the STREET-SPACE, located in the TREE LAWN or DOORYARD area. (Bicycle racks must be either a city-specified model or be approved by the Zoning Administrator.)

195.3 Public Open Space

SQUARES and GREENS within a Character District are designated on the REGULATING PLAN.

A. Intent

Public Open Space is a key element of the quality of life within a Character District. Its trees and plants provide a landscape and civic architecture that complement the surrounding private building architecture. The SQUARES and GREENS will foster places for the social interaction, community gathering and family recreation of all age groups, all within a comfortable walking distance.

1. SQUARES are active pedestrian centers; GREENS are intended for less intensive foot traffic. Surface treatment is regulated accordingly.
2. Pervious paving materials (to allow oxygen for tree roots and absorb stormwater run-off) are encouraged, and the percentage of impervious paving material is limited. (See *B.3. Materials and Configurations.*)
3. These standards apply to those spaces that are designated on the REGULATING PLAN whether publicly owned or publicly accessible through an access easement.

B. General Standards

GREENS and SQUARES must be designed, planted and maintained according to the following requirements:

1. SQUARES and GREENS shall have at least 60 percent of their perimeter fronting public rights-of-way and they shall be surrounded by STREET TREES. Their dimensions shall be no narrower than a 1:5 ratio and no width or breadth dimension shall be less than 20'.
2. A clear view through the public open space (from 2' to 7' in height) is required, both for safety and urban design purposes. The foliage of newly planted trees may intrude into this area until the tree has sufficient growth to allow such a clear trunk height.
3. Materials and Configurations
   a. The street frontages of SQUARES and GREENS within a Character District shall be configured consistently with the street or BLOCK which they are fronting in accordance with this section. However, the species of the trees surrounding a SQUARE or GREEN may be of a different species than the connecting streets.
   b. The ground surface elevation shall be between -18" and +24" of the top of any curb within 10 feet.
   c. The slope across any public SQUARE or GREEN shall not exceed ten percent.
   d. SQUARES and GREENS shall not include active / formal recreation structures such as ball fields, but may include playground equipment.
   e. Trees within a public open space may be selected from outside the Street Tree List but must be approved by the City Arborist (see *195.G. Street Tree List* in this section).
   f. Asphalt is prohibited within a SQUARE or GREEN.

C. Greens

GREENS should be designed with a low percentage of hard-surfaced area, appropriate to their less pedestrian-intensive character. Surface treatment and materials (within the area back-of-curb to back-of-curb area excluding any CIVIC USE building, public art or monument footprint) shall be a minimum 50 percent unpaved pervious surface area (such as turf, ground cover, soil or mulch).

D. Squares

SQUARES incorporate a higher percentage of hard-surfaced area, appropriate to their more pedestrian-intensive character. Surface treatment and materials (within the back-of-curb to back-of-curb area, excluding any CIVIC BUILDING, public art or monument footprint) shall be between 20 percent and 40 percent unpaved pervious surface (turf, ground cover, soil or mulch).

E. Pedestrian Pathway

A PEDESTRIAN PATHWAY shall be a public access easement or right-of-way and open to the sky. The width for these pathways must be not less than 20 feet with a hard-surfaced walkway not less than ten feet providing an unobstructed view through its entire length, except where otherwise specified on the REGULATING PLAN.

F. Parks and Preserve Areas
Any existing or newly created parklands and/or natural preserve areas larger than 2.5 acres should be located outside of, or at the edge of, neighborhoods within a Character District. Neighborhood GREENS and/ or SQUARES should be within a few minutes walk of all parts of a Character District.

195.4 Street Trees and Tree Lawns

STREET TREES are part of an overall STREET-SPACE plan designed to provide both canopy and shade and to give special character and coherence to each street.

A. Each STREET-SPACE must have STREET TREES planted generally in the centerline of the TREE LAWN or not less than 3' from the back of the curb, unless otherwise specified on the REGULATING PLAN, and at an average spacing not greater than 30' on center (average calculated per BLOCK face). Spacing allowances may be made to accommodate curb cuts and infrastructure elements; however, at no location may STREET TREE spacing exceed 45' on center except where necessary for ALLEYS, driveways, or transit stops.

B. Required STREET TREE planting area minimum specifications are as follows:

1. They shall be at grade or not greater than 6" above the sidewalk.
2. Soil surface area shall be no less than 110 square feet per isolated tree or 90 square feet per tree for connected (TREE LAWN) situations. (See *Diagrams A* and *B* at right).
3. No dimension of the soil surface area may be less than 5' unless otherwise specified in this ordinance.
4. A pervious paving strip, maximum 18" wide, may be placed at the back of the curb for access to on-street parking.
5. Neither the paving strip per *4* above, nor a City Arborist approved tree grate, will be measured against the minimum soil surface area in *2* and *3* above.

C. Street construction designs should incorporate street tree trenches (connected soil areas). The requirements in *B,* above may be met through the use of bridged slab, structural soil, or other techniques that clearly exceed these standards in the fostering of vital and long-lived STREET TREES.

D. At planting, STREET TREES shall be at least 3½" caliper, measured 4 feet above grade and at least ten feet in overall height. Species shall be selected from the *G. Street Tree List*, below. Consult with the Zoning Administrator/ City Forester for any designated tree species for a particular STREET-SPACE.

E. Any unpaved ground area shall be planted with ground cover, or flowering vegetation, not to exceed 8" in height unless approved by the Zoning Administrator as part of a streetscape plan. STREET TREES should be "limbed up" as they gain appropriate maturity so as to not interfere with pedestrian or truck travel (minimum 7' clear over the sidewalk and 14' over any travel lanes) and to maintain visibility.

F. Street Tree Specifications

1. Species in the Street Tree List are selected for their physical characteristics: size, habit of growth, and hardiness. The use of alternate species may be permitted, if approved by the City Arborist.
2. Noxious weeds,as defined by city ordinance, and invasive exotic species are not permitted and may not be used anywhere on private lots or other areas.

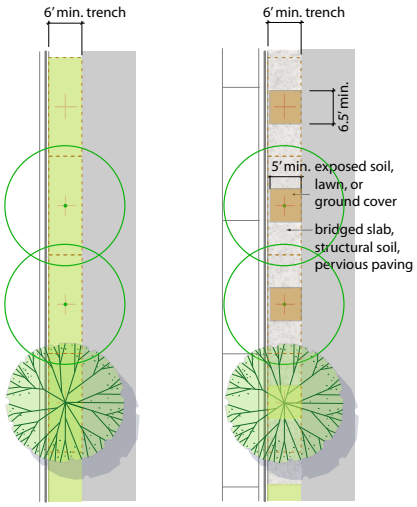

Diagram A. Connected Situation

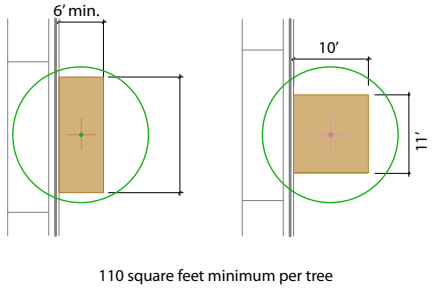

Diagram B. Isolated Tree Situation

3. The Street Tree list should be periodically reviewed and updated by the City Arborist. These are appropriate species, but there are many regional disease patterns over time, and this list will need to evolve with those changes. Inclusion in this list shall be based on the following criteria:
   a. Structural – STREET TREES shape and subdivide the STREET-SPACE, increasing pedestrian comfort and adding (literal) value to the street/community. These are primarily "canopy shade tree" species that grow to heights in excess of 60' and have a broad canopy—enabling them to clear auto and pedestrian traffic, form a ceiling-like enclosure, and open a clear view of the STREET-SPACE at eye-level.
   b. Survivability – proper planting techniques and configurations provide a healthy environment in which the tree can thrive—this will ensure that the trees increase their value to the community as they grow.
   c. Form and color – consistent species should be planted along a given STREET-SPACE to provide it with a distinct form and character. Species diversity is important, and a variety of appropriate STREET TREE species should be planted within the Character District, to provide a healthy bio-diversity.

G. Street Tree List

The following list contains all species approved for use as STREET TREES in a Character District. The list may include additional native and/or proven hardy adapted species approved by the City Arborist. Other species may be used for planting within a private lot. Species may also be placed within larger soil area locations such as parks, GREENS, or SQUARES.

Street Tree List (Large Canopy Trees – mature height 60 feet and above)	
Acer saccharum 'Bailsta'	Fall Fiesta Maple
Acer saccharum 'Green Mountain'	Green Mountain Maple
Betula nigra	River Birch
Celtis occidentalis	Common Hackberry
Carpinus caroliniana	American Hornbeam
Cercidiphyllum japonicum	Katsura Tree
Ginkgo biloba	Ginkgo (male only)
Gleditsia triacanthos var. inermis	Thornless Honey Locust
Gymnocladus dioicus	Kentucky Coffeetree
Liquidambar styraciflua "Rotundiloba'	Seedless Sweetgum
Liriodendron tulipifera	Tulip Tree
Nyssa Sylvatica	Black Tupelo
Ostrya virginiana	Eastern Hophornbeam
Platanus occidentalis	London Plane tree
Quercus bicolor	Swamp White Oak
Quercus coccinea	Scarlet Oak
Quercus falcata	Southern Red Oak
Quercus palustris	Pin Oak
Quercus rubra	Red Oak
Quercus shumardii	Shumard Oak
Quercus velutina	Black Oak
Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden
Tilia euchlora	Crimean Linden
Tilia tomentosa	Silver Linden
Ulmus americana - resistant to DED	various Elm
Ulmus 'Morton Glossy	Triumph Elm
Ulmus 'Morton	Accolade Elm

195.5 Street Design in Character Districts

A. Intent and Principles

1. In order to encourage and support pedestrian and bicycle activity in Character Districts, this section serves as guidance for the curb-to-curb street geometry of any new streets or street rebuilding, as well as the maintenance of existing streets.
2. Streets within Character Districts should not be thought of as "roads, highways, arterials, or collectors." They should be developed to create people-oriented places balancing all transportation modes.
3. Street design should consider the needs of all forms of traffic—auto, transit, bicycle and pedestrian—to maximize mobility and convenience for all residents and users. Street character will vary depending on location: some streets will carry a large volume of traffic and provide a more active and intense urban pedestrian experience while others will provide a less active and more intimately scaled STREET-SPACE.
4. The majority of the streets within a Character District will have a lower intensity, and should be configured such that in-lane bicycle travel is encouraged and appropriate.

B. Principles for Street Design in Character Districts

The appropriate design of streets is one of the most important elements for a vital urban environment.

- Designing for continuous free-flowing traffic creates situations where vehicles will travel at speeds greater than desirable for pedestrians.
- With appropriate street designs, drivers choose slower speeds and less aggressive behavior, a feat typically not achieved through basic speed limit signage/postings.
- An interconnected street network allows traffic capacity to be diffused and maintained across numerous streets.
- Differences between "requirements" and "preferences" can be significant—increased lane width and the accompanying increased vehicle speed more often than not decreases the overall safety for pedestrians.
- On-street parking slows passing vehicular traffic and acts as a buffer between moving vehicles and pedestrians.
- Overall function, comfort, safety and aesthetics of a street are more important than efficiency alone.
- In a Character District, non-vehicular traffic should be provided with every practical advantage so long as safety is not adversely affected.
- Street design should take into consideration what is reasonably foreseeable, not every situation that is conceivably possible.
- Designing a street to facilitate (rather than accommodate) infrequent users may actually be the wrong design for the frequent users of the space.
- When the street design creates a conflict between the vehicular and non-vehicular user, it should be resolved in favor of the non-vehicular user.
- Emergency vehicle access must be maintained. With an interconnected street network, there will always be at least two routes of access to any lot or parcel.

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26-196. Character District Parking and Loading

Character District Sections: *26-191 to 26-198*
191. Introduction & Definitions
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

A. Intent

1. Promote a "park once" environment within each Character District that will enable people to conveniently park and access a variety of commercial, residential, and civic enterprises in pedestrian friendly environments by encouraging SHARED PARKING.
2. Reduce fragmented, uncoordinated, inefficient, reserved single-purpose parking.
3. Avoid adverse parking impacts on neighborhoods adjacent to Character District mixed-use areas.
4. Utilize on-street parking.
5. Provide flexibility for redevelopment of small sites and for the preservation or reuse of historic buildings.
6. Increase visibility and accessibility of publicly available parking.
7. Support and encourage a multi-modal, bicycle and pedestrian-friendly environment.

B. Other Applicable Regulations

Pervious surfaces approved by the City Engineer are encouraged for surface parking lots.

C. General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements

1. Existing buildings fronting Main Street between 1st Street and 6th Street at the time of the Downtown Character District adoption are exempt from these minimum parking requirements, regardless of use.
2. There is no minimum parking requirement for:
   a. ground floor commercial space;
   b. the re-use or renovation of an existing structure, in addition to those on Main Street identified in Item C. 1. above, in which there is no gross floor area expansion and the use [is/remains] non-residential.
3. Minimum Reserved Parking
   Reserved parking includes all parking that is not SHARED PARKING.
   a. Commercial/civic uses: There is no minimum requirement for reserved parking.
   b. Residential uses in mixed-use or multi-unit buildings—minimum reserved parking spaces per dwelling unit:
      (i) Efficiency/1-bedroom 0.5 spaces/unit
      (ii) 2 or more bedroom units additional .5 spaces per bedroom
      Note: In calculating the total number of minimum reserved spaces per building, any partial spaces .5 or above are rounded to the next whole number.
   c. Residential uses in single-unit attached and detached, multi-unit ROWHOUSE, and two-unit configurations—minimum reserved parking spaces per dwelling unit:
      (i) Owner-occupied 1 space/unit
      (ii) Renter-occupied 1 space/unit + one space/per bedroom for each bedroom above 2
4. Minimum SHARED PARKING:
   a. Commercial UPPER STORIES
      (i) Under 5,000 square feet non-residential Gross Floor Area (GFA) has no minimum SHARED PARKING requirements.
      (ii) 5,000 square feet or greater, non-residential GFA shall provide a minimum of 1.25 spaces per 1,000 square feet as SHARED PARKING.

b. Residential uses–dwellings in mixed-use or multi-unit buildings
A minimum of .25 parking space per bedroom shall be provided as SHARED PARKING.

c. SHARED PARKING shall be accessible to the public and designated by appropriate signage and markings as determined by the Zoning Administrator in consultation with the ZRC.

5. Achieving parking requirements:

a. Parking shall be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the applicable Character District REGULATING PLAN and/or BUILDING FORM STANDARD. (*See Section 26-193.*)

b. Required reserved parking spaces for General Urban, General Urban 2, and Storefront frontages shall only be permitted on-site or as an accessory use on an adjacent parcel or a parcel directly across an ALLEY from the development it is serving, if that parcel is also designated as a General Urban, General Urban 2, or Storefront frontage. Such reserved parking shall be subject to a long-term agreement acceptable to the City. Any such off-site surface spaces shall be located and configured as per Item a. above.

c. Minimum SHARED PARKING requirements may be met either on-site or within a 600-foot walking distance of the development.

d. Any time or hour of the day restrictions on SHARED PARKING shall be subject to approval by the Zoning Administrator in consultation with the ZRC. The Administrator may give approval based on a finding that:

(i) the parking is visibly designated and accessible to the public;

(ii) at least 12 hours of public parking are provided in any 24-hour period; and

(iii) that at least 8 of those hours are provided during either business or nighttime hours depending on whether the Administrator determines that the primary use will be for COMMERCIAL or RESIDENTIAL uses.

6. Bicycle Parking:

a. For COMMERCIAL, the developer must provide 1 employee bicycle parking rack (2-bike capacity) per 5,000 square feet of commercial floor area and 1 visitor/customer bicycle parking rack (2-bike capacity) per 10,000 square feet of commercial floor area. The employee and visitor racks may be co-located.

b. For RESIDENTIAL, the developer must provide 1 tenant bicycle parking rack (2-bike capacity) per 5 units and 1 visitor bicycle parking rack (2-bike capacity) per 10 units. Projects under 5 units shall have no requirement. Required minimum tenant parking may be located within the building (but not within individual units) or in an otherwise secure location on-site.

c. Bicycle parking facilities shall be visible to, or clearly identified for, intended users. The bicycle parking facilities shall not encroach on the CLEAR WALKWAY nor shall they encroach on any required fire egress.

d. Bicycle parking spaces within the public right-of-way (typically along the street tree alignment line) may be counted toward the minimum visitor bicycle parking requirement. (For areas with constrained STREET-SPACE, an optional approach is to consolidate public bicycle parking in a single dedicated on-street parking space per BLOCK FACE. *See Figure 26-196. A.*)

Figure 26-196. A. Consolidated public bicycle parking

7. Permissive parking and loading facilities. Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings, in accordance with all regulations herein governing the location, design, and operation of such facilities.

D. Neighborhood Frontages – Minimum Parking Requirements

1. Minimum Reserved Parking:
   Reserved parking includes all parking that is not SHARED PARKING.
   a. Minimum reserved parking spaces for multi-unit residential buildings:
      (i) Efficiency/1-bedroom units 0.75 spaces/unit
      (ii) 2 or more bedroom units additional .75 spaces per bedroom
      Note: In calculating the total number of minimum reserved spaces per building, any partial spaces .5 or above are rounded to the next whole number.
   b. Minimum reserved parking spaces per dwelling unit in single-unit attached and detached, multi-unit ROWHOUSE, two-unit, and COTTAGE COURT configurations:
      (i) Owner-occupied 1 space/unit
      (ii) Renter-occupied 1 space/unit + one space/per bedroom for each bedroom above 2
   c. Minimum reserved parking spaces for non-residential uses is 1 space per 300 square feet.
2. Minimum SHARED PARKING for multi-unit residential buildings is .25 per unit.
3. Off-site parking is not permitted for any required reserved parking in Neighborhood frontages.

E. Special Parking Standards

1. On-Street Parking in all Character Districts
   a. A parking space located on a public street may be included in the calculation of SHARED PARKING requirements if it is adjacent to the building site (where more than 50% of the space is located within the street fronting the development parcel).
   b. Each on-street parking space may only be counted once.

F. Parking Lot Plantings for New Development

1. For any surface parking lot not separated from the STREET-SPACE by a building, the space between the REQUIRED BUILDING LINE and the PARKING SETBACK LINE shall be planted with canopy shade trees from the Tree Lists in S*ection 26-195. Public Realm Standard*s. Trees shall be planted at an average distance not to exceed 30 feet on center and aligned parallel 3 to 7 feet behind the REQUIRED BUILDING LINE/STREET WALL.
2. The edge of any General Urban or Storefront frontage surface parking lot adjacent to a Neighborhood frontage lot shall be screened according to the standards in *Section 26-193.1.F. Neighborhood Manners.*

G. Loading Facilities

1. No loading facilities are required.
2. Where loading facilities are provided, they shall be located to, and accessed from, the rear and/or ALLEY side of buildings.

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Section 26-197. Building Functions

A. Permitted Uses

1. All uses are classified and defined in *Sections 26-141*.
2. Permitted uses by BUILDING FORM STANDARD frontage are shown in *Section C. Use Table*, below. All uses not expressly permitted are prohibited.
3. All uses must meet the standards of the applicable BUILDING FORM STANDARD in *Section 26-193*. Any additional development or performance standards are indicated in the *Section C. Use Table* and provided in *Sections D.-H.* below.

A. Accessory Uses and Structures

1. Home occupations, as defined in this chapter, are permitted.
2. The following accessory uses are limited to owner-occupied single-unit dwellings, regardless of the applicable BUILDING FORM STANDARD frontage.
   a. Accessory dwelling units (ADUs)
   b. Bed & Breakfast Establishments
   c. Day Care Homes
3. Accessory structures are permitted within the BUILDABLE AREA of the lot, as designated in the applicable individual BUILDING FORM STANDARD.
4. Parking is permitted within the location parameters identified on the REGULATING PLAN and applicable individual BUILDING FORM STANDARD.

Character District Sections: *26-191 to 26-198*

191. Introduction
192. Regulating Plans
193. Building Form Standards
194. Architectural Standards
195. Public Realm Standards
196. Parking & Loading
197. Building Functions
198. Reserved
199. Reserved

A. Use Table

This table identifies the categories of uses allowed in the GROUND STORY and upper STORIES for each BUILDING FORM STANDARD frontage; however, some specific uses may be restricted or prohibited. All uses must comply with any other applicable standards in this Zoning Code. Additional regulations specific to the Downtown Character District are referenced in the right-hand column.

DOWNTOWN CHARACTER DISTRICT USE TABLE

USE CATEGORY		BUILDING FORM FRONTAGES										Additional Regulations
		General Urban		Storefront		General Urban 2		Neighborhood Medium		Neighborhood Small		
		Ground Story	Upper Story	Ground Story	Upper Story	Ground Story	Upper Story	Ground Story	Upper Story	Ground Story	Upper Story	
RESIDENTIAL												Section E.
	Household Living	X	X	X	X	X	X	X	X	X	X	Sec. D. and E.1-4
	Group Living	X	X	X	X	X	X	X	X	X	X	Sec. D. and E.1-6
COMMERCIAL												Section F.
	Amusement & Recreation	X	X		X	X	X					Sec. D. and F.1.
	Animal Sales & Service	X	X		X	X	X					Sec. D. and F.2.
	Commerical Assembly	X	X	X	X	X	X					Sec. D. and F.1.
	Eating & Drinking Establishments	X	X	X	X	X	X					Sec. D. and F.3.
	Financial Services	X	X	X	X	X	X					Sec. D. and F.4.
	Gas Station/Accessory Repair	X				X						Sec. D. and F.5.
	Heavy Commercial	X	X	X	X	X	X					Sec. D. and F.6.
	Lodging	X	X	X	X	X	X	X	X	X	X	Sec. D. and F.7.
	Office	X	X	X	X	X	X					Sec. D. and F.8.
	Parking, Commercial	X	X	X	X	X	X					Sec. D. and F.9.
	Retail Sales & Service	X	X	X	X	X	X					Sec. D. and F.10.
	Self-service storage		X		X		X					Sec. D. and F.5.
	Vehicle Sales & Service	X	X		X	X	X					Sec. D. and F.4.
CIVIC & INSTITUTIONAL												Section G.
	Civic & Cultural Assembly	X	X	X	X	X	X	X	X	X	X	Sec. D. and G.1.
	Community Services											Sec. D
	Colleges & Unversities											Sec. D.
	Day Care	X	X		X	X	X	X	X	X	X	Sec. D. and G.2.
	Educational	X	X		X	X	X	X	X	X	X	Sec. D.
	Government & Public Safety	X	X		X	X	X					Sec. D.
	Health Care	X	X		X	X	X					Sec. D.
INDUSTRIAL, WHOLESALE, & STORAGE		X										Sec. D. and H.

Key: X= Permitted, Additional Regulations Apply Blank Cell = Not Permitted

B. General Development and Performance Standards

The following standards apply to all Character District frontages and use categories.

1. All permitted uses shall meet the *Section 26-193. Building Form Standard General Provisions* and those standards specified in the applicable individual BUILDING FORM STANDARD (BFS) pages.
2. No civic, commercial, or institutional use is permitted above a residential use.
3. Businesses providing drive-through services shall not have a drive-through lane or service window that abuts or faces a STREET-SPACE.
4. Drive-through services are prohibited in Storefront frontage sites.
5. For duplexes, multi-unit dwellings, and dwellings in mixed-use buildings, no more than three bedrooms are permitted per unit.
6. Notwithstanding the provisions of any other section of this article, no existing single-unit residential structure located in the Character District shall be converted or otherwise structurally altered or expanded for the purpose of accommodating the creation or establishment of a second separate dwelling unit within, around or adjacent to the original single-unit residential structure, except for ADUs, as defined and permitted herein.
7. All use-specific state or local certifications, permits, and licenses apply.
8. No smoke, radiation, vibration or concussion, excessive noise, heat or glare shall be produced that is perceptible outside a building, and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.

A. Residential Uses – Development and Performance Standards

1. See the General Urban and General Urban 2 BUILDING FORM STANDARD frontages for configuration requirements for GROUND STORY Residential uses.
2. A lobby serving an upper STORY Residential use is permitted on the GROUND STORY within the SHOPFRONT space of a Storefront frontage site.
3. Residential dwelling units are not permitted within the required minimum depth for the SHOPFRONT space in a Storefront frontage site.
4. Mobile home parks are prohibited.
5. Fraternity and Sorority uses are prohibited.
6. Group Homes and Assisted Group Living uses are subject to all Iowa law requirements and certifications.

A. Commercial Uses – Development and Performance Standards

1. Amusement and Recreation, Commercial Assembly
   a. Only Indoor Amusement and Recreation uses are permitted.
   b. Adult Entertainment is prohibited.
   c. Theater, Auditorium, and Arena uses shall meet the GROUND STORY FENESTRATION requirements of the applicable BUILDING FORM STANDARD, but are exempt from the upper STORY FENESTRATION requirements.
   d. The lobby serving a Commercial Assembly or Indoor Amusement and Recreation use is permitted in the SHOPFRONT area of a Storefront frontage.
2. Animal Sales and Service
   No outdoor kennels, play, or exercise areas are permitted.
3. Eating and Drinking Establishments

a. A restaurant use is permitted in the second STORY of a Storefront or General Urban frontage site provided it is an extension of the same restaurant and the second STORY floor area is equal to or less than the GROUND STORY floor area of the same use.

b. Outdoor areas for eating and drinking shall be allowed on the public sidewalk and in private outdoor service areas in General Urban and Storefront frontages, subject to the issuance of all applicable permits and licensing.

c. An Eating/Drinking Establishment is permitted on the top floor level or the rooftop of a Storefront frontage site or where otherwise designated on the REGULATING PLAN, where:

(i) the use is set back from any COMMON LOT LINE by at least 20 feet;

(ii) it is not above a residential use;

(iii) no amplified sound in outdoor seating area, except by special use permit;

(iv) the hours of operation of any rooftop seating area are limited to 8 a.m. to 10 p.m.; and

(v) subject to all applicable permits and licenses.

d. The sale and consumption of beer, wine, and liquor shall be subject to all existing permitting and licensing provisions, as applicable.

e. Live entertainment and drinking establishments are prohibited if the walls of the facility are within 100 feet of a Neighborhood frontage site within the Character District or a residentially zoned property which is outside of the Character District.

4. Financial Services
Only the retail banking services are permitted within the required minimum depth for the SHOPFRONT space in a Storefront frontage site.

5. Consumer Gas Stations, Vehicle Sales and Services

a. Gas Stations are limited to two paired pumps within a single island with a single drive aisle allowed on either side of the island, all of which must be separated from the STREET-SPACE by a building.

b. Surface parking lots for vehicle sales or rental shall only be located and configured in compliance with the PARKING SETBACK LINE or other regulations for the site on which it is located, as indicated on the applicable Character District REGULATING PLAN and/or BUILDING FORM STANDARD. (See *Section 26-193.*)

c. Auto repair services are not allowed except as accessory to a gas station or vehicle sales, subject to the following:

(i) The property shall be at least 100 feet from any solely residential lot;

(ii) Overnight vehicular storage is not permitted, unless within an enclosed building;

(iii) The use shall not include the display and rental of cargo trailers, trucks, or similar vehicles;

(iv) Auto body repair is prohibited;

(v) The storage or junking of wrecked motor vehicles (whether capable of movement or not) is prohibited; and

(vi) Discarded and replacement vehicle parts and accessories shall be stored inside the main structure.

(vii) Upon the abandonment of the gas station or vehicle sales, the auto repair service shall terminate and all structures exclusively used in the business (including underground storage tanks), except buildings, shall be removed by the owner of the property. For the purpose of this subsection, the term "abandonment" shall mean non-operation as an auto repair for a period of 6 months after the retail services cease.

6. Heavy Commercial

a. Self-storage uses are only permitted in the upper stories of the General Urban frontages.

b. Outdoor nursery and lumberyards are prohibited.

c. Freight-Oriented and Outdoor Display or Storage uses are prohibited.

7. Lodging
   a. Ground Story guest rooms are not permitted within the required minimum shopfront depth in a Storefront frontage site.
   b. Ground story guest rooms abutting any required building line (or street frontage) shall meet the configuration standards for ground story residential uses as specified in the General bfs.
   c. A lobby serving an upper story overnight lodging use is permitted on the ground story of any Storefront frontage site.
   d. Bed & Breakfast establishments are permitted as accessory uses to owner-occupied houses in Neighborhood frontages. No other overnight lodging is permitted in these frontages.
8. Office
   a. Office uses are not permitted within the required minimum depth for the shopfront space in a Storefront frontage site.
   b. Office uses that exist in Neighborhood frontages as of January 1, 2021 are permitted and considered conforming uses. Changes to existing uses shall be in compliance with the standards and requirements of this chapter. The establishment of new Office uses or structures not in association with an existing conforming use or structure is prohibited.
9. Parking, Commercial
   Commercial parking lots and structures are required to meet all building form standards for the frontage sites on which they are located.
10. Retail Sales and Services
   a. A retail sales use is permitted in the second story of a Storefront or General Urban frontage site provided it is an extension equal to or less than the area of the same ground story use.
   b. No merchandise (including motorcycles, scooters, and automobiles) may be left within the dooryard when the business is not open.
   c. Only retail sales or gallery/showroom functions for Cottage Industries are permitted in the required minimum shopfront space of a Storefront frontage.
11. Vehicle Sales and Service (see Gas Stations, above)

A. Civic and Institutional Uses – Development and Performance Standards

1. Civic buildings designed for civic uses (as defined in *Section 26-191. Definitions*) that are located on sites specifically designated on the regulating plan are not subject to *Section 26-194. Architectural Standards* or *Section 26-193. Building Form Standards* except for *Section 26-193.1.E. Neighborhood Manners.*
2. Day Care
   a. All day care facilities are subject to all permitting and licensing requirements under Iowa Law.
   b. Only Day Care Homes are permitted as accessory uses in Neighborhood frontages.

A. Industrial, Wholesale, and Storage Uses – Development and Performance Standards

Industrial Manufacturing, Assembly, or Processing facilities that exist as of January 1, 2021 are permitted and considered conforming uses. Changes to existing uses shall be in compliance with the standards and requirements of this chapter. The establishment of new Industrial, Wholesale, and Storage uses or structures not in association with an existing conforming use or structure is prohibited.

Ida St

Higby Drive

G2- 5st, 120 lf *3

*3 Required street connection between Walnut Street and either College Street or Ida Street. The exact route is to be determined through platting. Consult the Zoning Administrator.

Parkway Lane

N College St

Walnut St

Tremont St

W 1st St

G2-4st

Iowa St

Olive St

W 2nd St

W 3rd St

G2- noRetail, 10' RBL

Franklin St

Clay St

Washington St

Main St

Storefront 3

State St

W 4th St

W 5th St

W 6th St

W 7th St

W 8th St

W 9th St

W 10th St

W 11th St

W 12th St

W 13th St

W 14th St

W 15th St

W 16th St

W 17th St

N Medium: 4st

Grove St

Bluff St

G2- noRetail

G2. 15' RBL

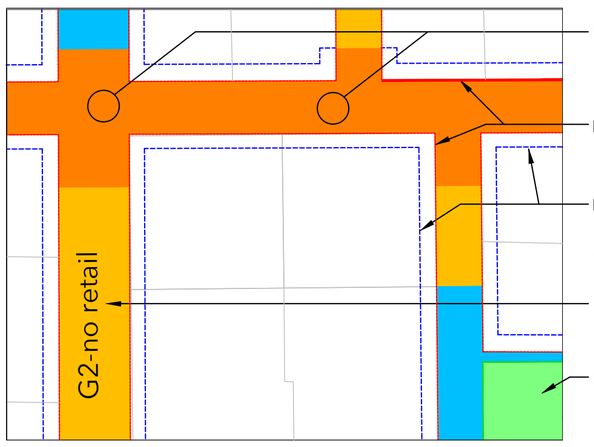
1300 FEET

A Comfortable 5 Minute Walk

0 30 100 200 400 600 800 1000 1200 1500 FT

Drawing for Coding Purposes Only, Dimensions are subject to change
Consult the City for Site Specific Regulations

UNDERSTANDING THE REGULATING PLAN



BUILDING FRONTAGE DESIGNATIONS (see below)
This indicates the relevant Building Form Standard (BFS) rules governing your site.

REQUIRED BUILDING LINE (RBL)
This line indicates the RBL for your site. The Building shall be BUILT–TO the RBL.

PARKING SETBACK LINE
Vehicle Parking (above ground) is not allowed forward of this line unless otherwise noted on the Regulating Plan.

SPECIAL CONDITION
Specific limitation or allowance

Civic Green or Square
Urban Public Space per the Code
Refer to the City for details.

Color and Symbol Key

- Urban General
- Urban General 2
- Neighborhood Medium
- Neighborhood Small
- Storefront
- Req'd Building Line (RBL)
- Parking Setback
- New Streets
- Public Open Space
- Civic Structure
- Downtown Character Study Area Bounds
- Railway

SPECIAL CONDITIONS

*1. see the Urban General BFS, 193.2.F.4.b, for more information.
*2. see the Neighborhood Medium BFS, 193.4.F.3.b or the Neighborhood Small BFS, 193.4.E.3.b, for more information.
*3. Consult with the Zoning Administrator for more information.

Downtown Character District

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: Mayor Robert M. Green and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: August 30, 2021

SUBJECT: Rezoning of Downtown Character District (Case #RZ21-004)

REQUEST: Rezone property from M-1, C-3, C-2, C-1, R4, R3, R-2, and A-1 to Downtown Character District (CD-DT)

PETITIONER: City of Cedar Falls

LOCATION: *Imagine Downtown! Vision Plan* study area

PROPOSAL

The proposal is to rezone all property located within the study area delineated in the adopted *Imagine Downtown! Vision Plan* to the new zoning designation, CD-DT Downtown Character District. The Downtown Character District Regulating Plan will then become the new zoning map for this area.

BACKGROUND

The *Imagine Downtown! Vision Plan* was adopted in November, 2019 as an integral part of the City of Cedar Falls Comprehensive Plan. Following adoption of the plan, consultants from Ferrell Madden and Community ReCode worked with City staff to draft a zoning ordinance as a primary tool for implementing the goals of the plan.

A public review draft of a new zoning code and zoning map for the Downtown Character District were presented during a special virtual Cedar Falls Planning and Zoning Commission meeting on February 17, 2021. Since that time, the proposed code and regulating plan map have been available for public review and comment on the project webpage. Over the last six months, consultants and staff have met virtually with the Planning and Zoning Commission at four special work sessions to discuss the various elements of the proposed code and regulating plan and answer questions from the Commission. Staff also provided opportunities for work session discussions with development professionals and with Community Main Street, and encouraged the public to view and submit questions or comments to the Planning Division. All property owners in the area were notified by mail of the public hearing date at Planning and Zoning and provided with instructions on how to participate. Notice was published in the Courier for both the

proposed new zoning code for Downtown and for the rezoning of property to the new designation of Downtown Character District (CD-DT), noting that the Downtown Character District Regulating Plan (attached) will be the new zoning map for the area.

ANALYSIS

CURRENT ZONING

The downtown study area is comprised of a mix of zoning districts, a portion of which is subject to the Central Business District Overlay.

- The downtown core is zoned C3, the highest density commercial zoning district. Development standards of this zone allow buildings up to 15 stories tall, with limited or no setbacks, and almost any type of commercial use with few restrictions. While the CBD Overlay has helped to temper the nearly unregulated nature of the C-3 District, each proposed development is subject to debate regarding the height and design of the building and how it relates to the existing downtown context, which has resulted in additional time and expense for developers and uncertainty for surrounding property owners and members of the community.
- There are several areas along the river and along edges of the study area zoned Industrial (M-1 and M-2), some of which still have manufacturing uses (Viking Pump), but many that are now devoted to other uses, or are ripe for redevelopment.
- The 1st Street corridor within the study area is largely zone C-2. The C-2 Zone allows a wide variety of commercial uses, but being an older zoning district has few development standards and no design standards that would ensure that new buildings fit into the context of the neighborhood.
- The C-1 Zoning District is located between the C-3 District and the residential districts to the west and south. However, the area is still largely residential in character with many existing owner-occupied single family homes and houses that have been converted to duplexes, multi-family, or offices. There has been a small amount of commercial infill in these areas. Other than limiting the height and establishing perimeter setback requirements, this zone also does not include any design standards to help the mix of uses allowed develop in a cohesive manner or address the potential adjacency between commercial buildings and the homes that remain the predominant use in this area.
- The other areas of the Downtown Character District are zoned R-3 and R-4 with just one block of R-2 zoning north of Lincoln Elementary School. These zones are also older zoning districts that allow a variety of residential uses and in the case of the R-4 District also allows some office and lower intensity commercial uses. Similar to the older commercial districts, these zones do not include design standards and have only a few basic dimensional standards, such a building height, lot area standards, and setbacks, so some infill has occurred that is not in keeping with the original residential character of these areas.
- The Central Business District Overlay covers the main downtown area from 1st to 7th Streets between Franklin Street and the Cedar River. While the Overlay establishes some design standards and a process for review of new development through the Planning and Zoning Commission and City Council, it leaves some issues open to interpretation, such as the height of new buildings. The rest of the study area outside the CBD Overlay has few standards to prevent out-of-character redevelopment with no review oversight by P&Z and Council.

PROPOSED ZONING

The Downtown Character District is established to implement the adopted *Imagine Downtown! Vision Plan*. It focuses on community character, through an emphasis on development character, intensity, and the physical form of the buildings. The emphasis is on the relationship between private development and public spaces (streets, parks, and open space) to promote an overall sense of place within the downtown area, while allowing a wide variety of land uses. The goal is to create walkable urban neighborhoods in close proximity to the downtown mixed-use center. The regulations establish requirements related to form, character and design that complement the established pattern of compact, well-connected blocks in the downtown core neighborhoods and work to preserve the historic character and sense of place that is the focus of the community's vision for the future of the downtown area.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The *Imagine Downtown! Vision Plan* was adopted in November 2019 as an integral part of the Cedar Falls Comprehensive Plan. The primary goal of that planning effort was to update the Comprehensive Plan for the downtown study area to ensure that future development is consistent with the community's vision. After adoption of the Vision Plan, new zoning regulations were drafted to implement the vision.

The Downtown Character Regulating Plan, which with this rezoning will be the new zoning map for the area, is consistent with the "character areas" identified in the *Imagine Downtown! Vision Plan* and help to establish a gradual transition between the higher intensity "Storefront" and "Urban General" frontages to the lower intensity mixed-use Urban General 2, and finally to the "Neighborhood Medium" and "Neighborhood Small" designations in the surrounding residential neighborhoods. These "Neighborhood" designations will allow for a variety of housing types for people of different ages and incomes that desire to live close to downtown, but at a scale that blends into the neighborhood context. The mixed-use Urban General 2 also extends west along 1st Street and also covers a mixed-use node near the intersection of 18th and Main Streets on the far southern boundary of the study area. The Regulating Plan also acknowledges and provides for future redevelopment for areas currently zoned Industrial at the far northwest corner of the character district and the areas on the east side of downtown. Maps illustrating the current zoning superimposed over the proposed zoning designations are attached to this report.

Since the proposed zoning has been specifically drafted to implement the adopted *Imagine Downtown! Vision Plan* as described above, staff finds that rezoning the properties within the downtown study area to CD-DT Downtown Character District is consistent with the Comprehensive Plan. Staff also notes that the Future Land Use Map should be updated to reflect the adopted Vision Plan.

ACCESS TO PUBLIC SERVICES

The study area is located within in a developed area of the city with access to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The Downtown Character District is located in an area with short, well-connected blocks. The gridded street pattern with centrally spaced alleys lends itself well to the new zoning, which encourages buildings that frame the streets to create walkable urban neighborhoods with a mixed-use urban center.

PUBLIC NOTICE

Notice of the rezoning proposal was mailed to all property owners and the proposed zoning has been publicized widely in both print and social media and on television and radio. Public notice for the September 7 City Council hearing was published in the Waterloo-Cedar Falls Courier on August 27, 2021.

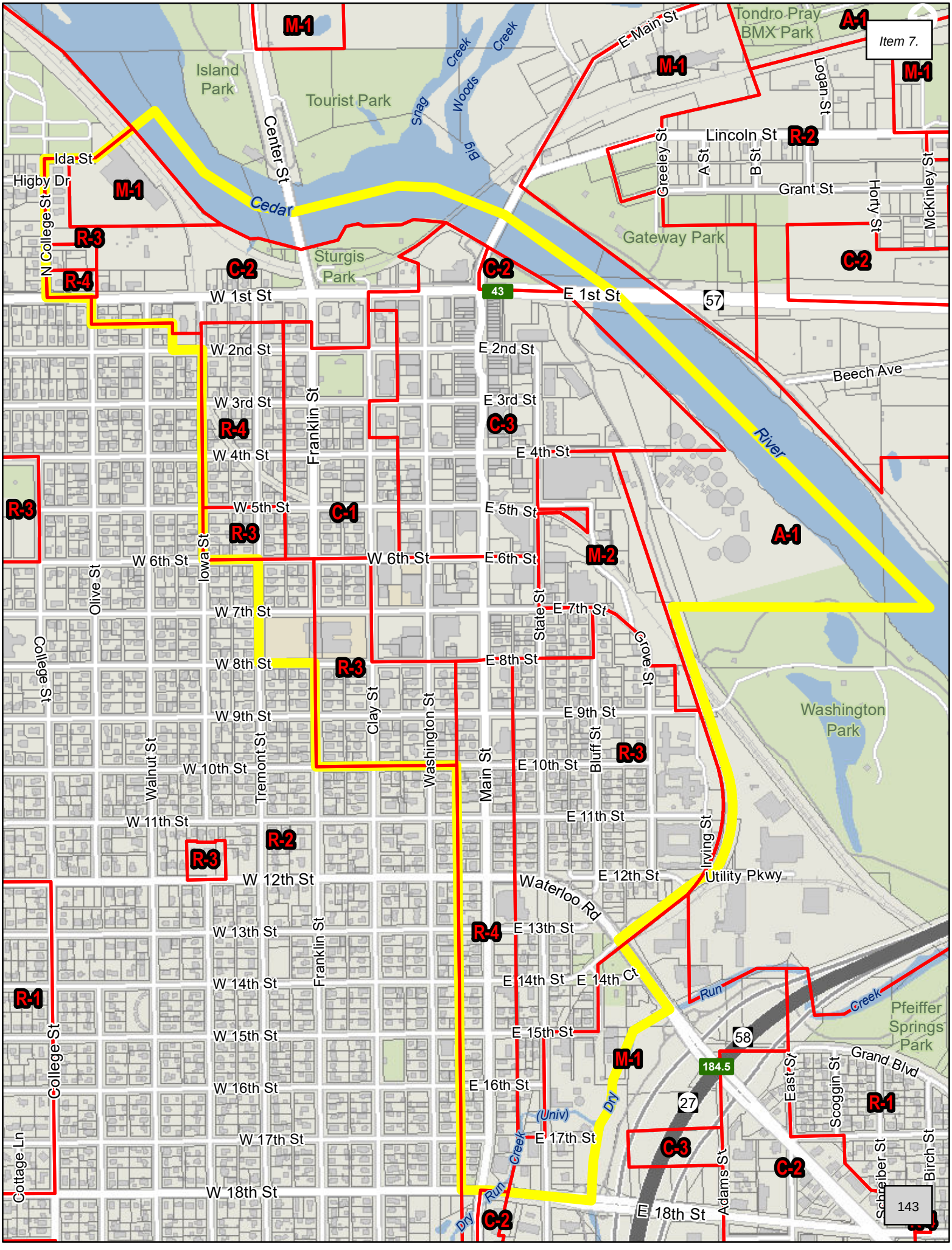
RECOMMENDATION

At their May 12 meeting, the Planning and Zoning Commission unanimously recommended approval of RZ21-004, a City-initiated request to rezone all property located within the *Imagine Downtown! Vision Plan* study area boundary, as shown on the attached Regulating Plan, from current zoning designations to CD-DT - Downtown Character District and to update the Future Land Use Map to reflect the adopted Imagine Downtown! Vision Plan.

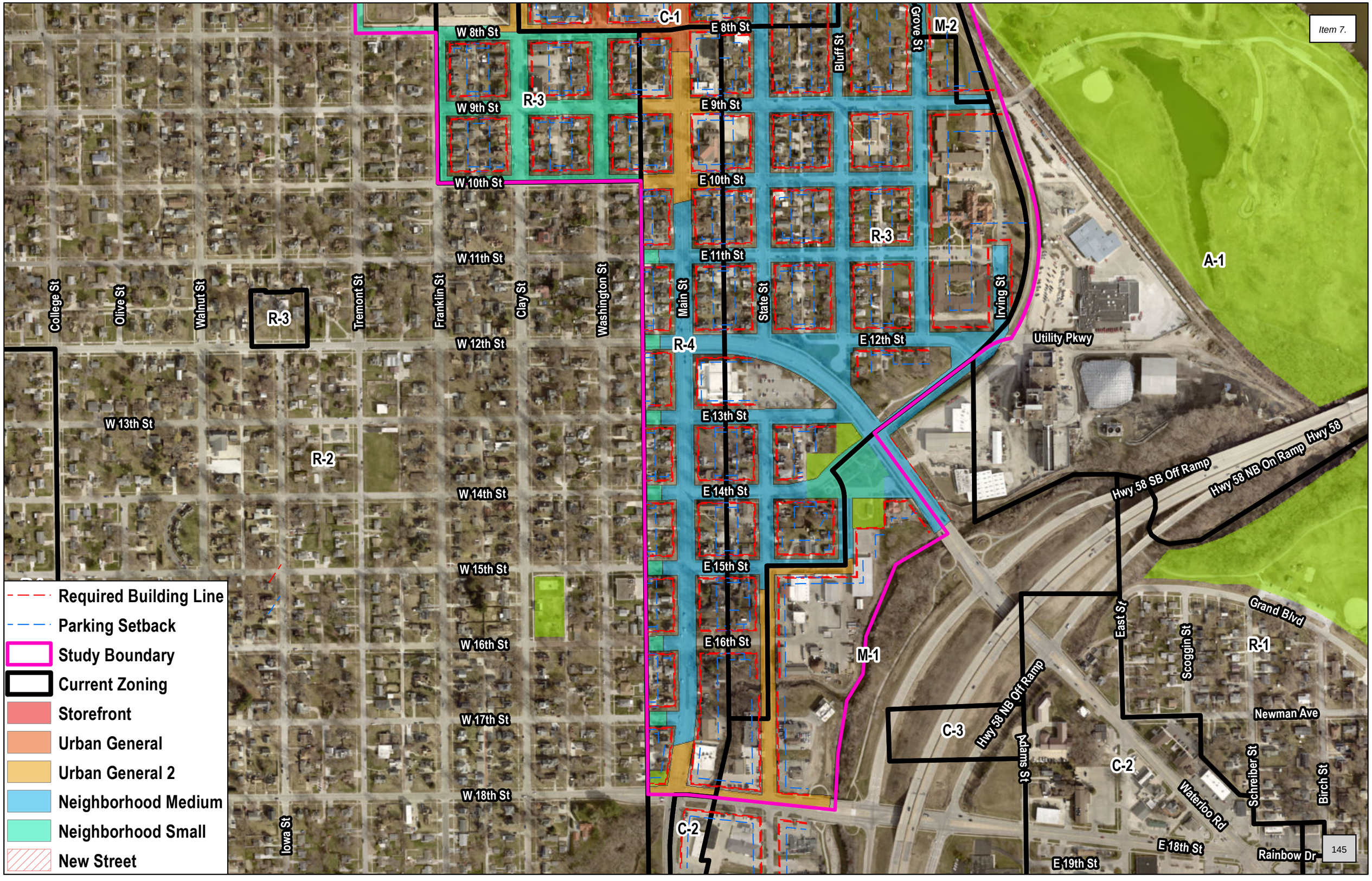
PLANNING & ZONING COMMISSION

4/28/2021 Public hearing	The next item for consideration by the Commission was rezoning of property in the proposed Downtown Character District. Chair Leeper introduced the matter and Ms. Howard provided background information. She explained that mailed notice of the rezoning was sent out to all property owners in the rezoning area and notice of the public hearing was also published in the Courier. The item is for initial discussion at this time and will be continued to the next meeting.
Public hearing Continued 5/12/2021 Discussion & Vote	The next item of business was rezoning of property in the proposed Downtown Character District. Chair Leeper introduced the item and Ms. Howard provided background information. She spoke about the rezoning process and displayed the current zoning map for downtown. The boundaries were created to be consistent with the Downtown Vision Plan. She also discussed the current zoning throughout the area and explained the current rezoning proposal. Ms. Howard discussed compliance with the comprehensive plan, access to public services and adequate street network. Staff recommends approval of the rezoning of all the property within the boundaries of the Downtown Character District Regulating Plan to CD-DT – Downtown Character District and also to update the Future Land Use Map to reflect the adopted *Imagine Downtown! Vision Plan.* Mr. Leeper thanked the consultants and staff and Ms. Lynch stated she is eager to see how it works. There were no public comments. Ms. Lynch made a motion to approve the items as recommended by staff. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Larson, Leeper, Lynch, Prideaux, Saul and Sears), and 0 nays.

Attachments: Downtown Regulating Plan
Location map with study area boundary and existing zoning
Map overlaying proposed zoning over current zoning
Ordinance rezoning property to CD-DT Downtown Character District


Item 7.
M-1
Island Park
Tourist Park
Snag Creek
Woods Creek
Big
Center St
Cedar
Ida St
Higby Dr
N College St
R-3
R-4
C-2
Sturgis Park
W 1st St
43
E 1st St
57
E Main St
Tondro Pray BMX Park
A-1
Logan St
Lincoln St
R-2
Greeley St
A St
B St
Grant St
Horty St
McKinley St
Gateway Park
W 2nd St
E 2nd St
Beech Ave
W 3rd St
E 3rd St
C-3
Franklin St
W 4th St
E 4th St
River
W 5th St
C-1
E 5th St
W 6th St
Iowa St
E 6th St
M-2
Olive St
W 7th St
State St
E 7th St
Grove St
College St
W 8th St
E 8th St
Clay St
Washington St
W 9th St
E 9th St
Washington Park
Walnut St
Tremont St
W 10th St
Main St
E 10th St
Bluff St
W 11th St
E 11th St
Irving St
W 12th St
E 12th St
Utility Pkwy
Waterloo Rd
W 13th St
E 13th St
W 14th St
E 14th St
E 14th Ct
Run
Creek
Pfeiffer Springs Park
R-1
W 15th St
E 15th St
58
184.5
Grand Blvd
East St
Scoggin St
W 16th St
E 16th St
27
(Univ)
Dry
W 17th St
E 17th St
Adams St
Schreiber St
Birch St
Cottage Ln
W 18th St
E 18th St
143

Required Building Line
Parking Setback
Study Boundary
Current Zoning
Storefront
Urban General
Urban General 2
Neighborhood Medium
Neighborhood Small
New Street


C-1
M-2
R-3
R-4
R-2
A-1
M-1
C-2
C-3
R-1
W 8th St
W 9th St
W 10th St
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E 19th St
College St
Olive St
Walnut St
Tremont St
Franklin St
Clay St
Washington St
Main St
State St
Bluff St
Grove St
Irving St
Utility Pkwy
Hwy 58
Hwy 58 SB Off Ramp
Hwy 58 NB On Ramp
Hwy 58 NB Off Ramp
East St
Scoggin St
Grand Blvd
Newman Ave
Adams St
Schreiber St
Birch St
Waterloo Rd
Rainbow Dr
Iowa St
Required Building Line
Parking Setback
Study Boundary
Current Zoning
Storefront
Urban General
Urban General 2
Neighborhood Medium
Neighborhood Small
New Street

Prepared by: Karen Howard, P&CS Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS FOR A CERTAIN DESCRIBED AREA, ALSO ILLUSTRATED ON THE DOWNTOWN CHARACTER DISTRICT REGULATING PLAN ATTACHED HERETO, REMOVING SAID AREA FROM ALL CURRENT ZONING DISTRICTS AND ADDING IT TO THE CD-DT DOWNTOWN CHARACTER DISTRICT AND ADOPTING THE DOWNTOWN CHARACTER DISTRICT REGULATING PLAN AS AN INTEGRAL PART OF THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA.

WHEREAS, in November of 2019, the City Council of the City of Cedar Falls adopted the *Imagine Downtown! Vision Plan*, as an integral part of the Cedar Falls Comprehensive Plan; and

WHEREAS, in order to ensure future development and redevelopment is consistent with the adopted *Imagine Downtown! Vision Plan*, the City of Cedar Falls drafted new zoning regulations and an associated regulating plan for the downtown area covered by the *Imagine Downtown! Vision Plan*; and

WHEREAS, the new zoning regulations establish a new zoning district entitled, "Downtown Character District" abbreviated as "CD-DT," and an associated zoning map, referred to as the "Downtown Character District Regulating Plan;" and

WHEREAS, the City of Cedar Falls petitioned the Cedar Falls Planning and Zoning Commission to change the zoning of all properties within the area legally described below to CD-DT: Downtown Character District; and

WHEREAS, the Planning and Zoning Commission found that the rezoning (Case #RZ21-004) is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area within the boundary described in the body of the ordinance below, and including all street and alley rights-of-way within and abutting said area, shall be removed from the current zoning district designations and placed in the CD-DT Downtown Character District; and

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

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, is incorporated into and made a part of said Ordinance by reference; and

WHEREAS, the said amended Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the boundaries of each Character District shall be indicated on the zoning map of the City and shall be governed by the associated Regulating Plan, which shall be the zoning map for each said Character District and shall be made a part of this article by reference; and said Downtown Character District Regulating Plan is attached hereto as Exhibit A; and

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

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

Section 1. That the following described area, which is also illustrated on the attached Exhibit A: Downtown Character District Regulating Plan, be and the same is hereby removed from all current zoning districts and added to the CD-DT Downtown Character District:

Beginning at the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 21, and Southeast corner of Lot No. 5, Block No. 21, "J. R. and S. Cameron's Second Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in said Block No. 21 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 21, and Northeast corner of Lot No. 8, Block No. 21; thence North to the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 20, and Southeast corner of Lot No. 5, Block No. 20, "J. R. and S. Cameron's Second Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in said Block No. 20 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 20, and Northeast corner of Lot No. 8, Block No. 20; thence North to the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 13, and Southeast corner of Lot No. 5, Block No. 13, "J. R. and S. Cameron's Second Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in said Block No. 13 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 13, and Northeast corner of Lot No. 8, Block No. 13; thence North to the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 12, and Southeast corner of Lot No. 5, Block No. 12, "J. R. and S. Cameron's Second Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in said Block No. 12 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 12, and Northeast corner of Lot No. 8, Block No. 12; thence North to the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 2, and the Southeast corner of Lot No. 5, Block No. 2, "J. R. and S. Cameron's Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in Block No. 2 to the midpoint of a line between the Northwest corner of Lot No. 1 said Block No. 2 and the Northeast corner of Lot No. 8 said Block No. 2; thence North to the midpoint of a line between the Southwest corner of Lot No. 2, Block No. 1, and the Southeast corner of Lot No. 3, Block No. 1, "J. R. and S. Cameron's Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along the centerline of the alley in Block No. 1 to the midpoint of a line between the Northwest corner of

Lot No. 1 said Block No. 1 and the Northeast corner of Lot No. 4 said Block No. 1; thence North along the centerline of the alley in "Auditors Plat #8", City of Cedar Falls, Black Hawk County, Iowa to the midpoint of a line between the Northwest corner of Lot No. 1 and the Northeast corner of Lot No. 5 in "Auditors Plat #8"; thence North to the midpoint of a line between the Southwest corner of Lot No. 5 and the Southeast corner of Lot No. 6, in Block No. 4, "R. P. Speers Addition", City of Cedar Falls, Black Hawk County, Iowa; thence along the centerline of the alley in said Block No. 4 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 4 and the Northeast corner of Lot No. 10, Block No. 4; thence North to the midpoint of a line between the Southwest corner of Lot No. 4, Block No. 3 and the Southeast corner of Lot No. 5, Block No. 3 in "R. P. Speers Addition", City of Cedar Falls, Black Hawk County, Iowa; thence along the centerline of the alley in said Block No. 3 to the midpoint of a line between the Northwest corner of Lot No. 1, Block No. 3 and the Northeast corner of Lot No. 8, Block No. 3; thence North along the Northerly extension of said alley centerline to the centerline of West 10th Street; thence West along said centerline of West 10th Street to the centerline of Franklin Street; thence North along said centerline of Franklin Street to the centerline of West 8th Street; thence West along said centerline of West 8th Street to the centerline of Tremont Street; thence North along said centerline of Tremont Street to the centerline of West 6th Street; thence West along said centerline of West 6th Street to the centerline of Iowa Street; thence North along said centerline of Iowa Street to the centerline of West 2nd Street; thence West along said centerline of West 2nd Street to the Southerly extension of Lots Nos. 5 and 6, Block No. 29, "Original Town of Cedar Falls", City of Cedar Falls, Black Hawk County, Iowa; thence North along said Southerly extension and along the West line of said Lots Nos. 5 and 6, Block No. 29 to the Northeast corner of said Lot No. 6, Block No. 29; thence West along the North line of said Lot No. 6, Block No. 29 to the Northwest corner of said Lot No. 6, Block No. 29; thence West to the Northeast corner of Lot No. 3, Block No. 38, "Original Town of Cedar Falls", City of Cedar Falls, Black Hawk County, Iowa; thence West along the North line of said Lot No. 3, Block No. 38 to the Northeast corner of said Lot No. 3; thence West to the Northeast corner of Lot No. 6, said Block No. 38; thence West along the North line of said Lot No. 6 and its Westerly extension to the centerline of Olive Street; thence North along said centerline of Olive Street to the centerline of West 1st Street; thence West along said centerline of West 1st Street to the centerline of North College Street; thence North along said centerline of North College Street to the North line of Ida Street; thence East along the North line of said Ida Street to the Northeast corner of said Ida Street; thence Northeasterly along the Southeasterly line of Auditor's Parcel #8914-12-101-003 and its Northeasterly extension to the thread of the Cedar River; thence Southeasterly along said thread of the Cedar River to the Easterly extension of the centerline of East 7th Street North of Block 1, "Garrison's Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence West along said Easterly extension of the centerline of East 7th Street to the Northwesterly extension of the centerline of Iowa Northern Railroad tracks lying West of the main office of the Cedar Falls Utilities; thence Southeasterly along said Northwesterly extension and Southerly and Southwesterly along the centerline of Iowa Northern Railroad tracks lying West of the main office of the Cedar Falls Utilities to the centerline of Utility Parkway; thence Southwesterly along said centerline of Utility Parkway and its Southwesterly extension to the centerline of Waterloo Road; thence Southeasterly along said centerline of Waterloo Road to the thread of Dry Run Creek; thence Southwesterly along said thread of Dry Run Creek to the centerline of East 18th Street; thence Northwesterly along said centerline of East 18th Street to the East extension of the centerline of West 18th Street; thence

West along said Easterly extension and said centerline of West 18th Street to the Southerly extension of the centerline of the alley in Block No. 21, "J. R. and S. Cameron's Second Addition" to the City of Cedar Falls, Black Hawk County, Iowa; thence North along said Southerly extension to the point of beginning; and including all street and alley rights-of-way within and abutting said area.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the CD-DT Downtown Character District, and the amended map as well as the Downtown Character District Regulating Plan attached hereto and incorporated herein as Exhibit A, is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

Exhibit A

Ida St

Higby Drive

G2-5st, 120 lf *3

*3 Required street connection between Walnut Street and either College Street or Ida Street. The exact route is to be determined through platting. Consult the Zoning Administrator.

Parkway Lane

N College St

Walnut St

Tremont St

W 1st St

G2-4st

Iowa St

Olive St

W 2nd St

W 3rd St

G2- noRetail, 10' RBL

Franklin St

Clay St

Washington St

Main St

Storefront 3

State St

W 4th St

W 5th St

W 6th St

W 7th St

W 8th St

W 9th St

G2- noRetail

N Medium: 4st

Grove St

Bluff St

W 10th St

W 11th St

W 12th St

W 13th St

W 14th St

W 15th St

W 16th St

G2- 15' RBL

W 17th St

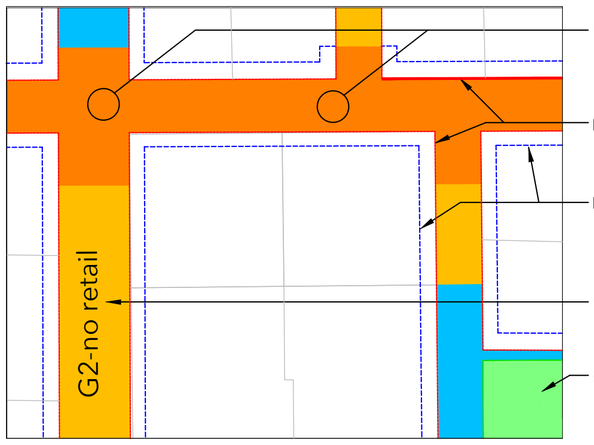
1300 FEET

A Comfortable 5 Minute Walk

0 30 100 200 400 600 800 1000 1200 1500 FT

Drawing for Coding Purposes Only, Dimensions are subject to change
Consult the City for Site Specific Regulations

UNDERSTANDING THE REGULATING PLAN



BUILDING FRONTAGE DESIGNATIONS (see below)
This indicates the relevant Building Form Standard (BFS) rules governing your site.

REQUIRED BUILDING LINE (RBL)
This line indicates the RBL for your site. The Building shall be BUILT–TO the RBL.

PARKING SETBACK LINE
Vehicle Parking (above ground) is not allowed forward of this line unless otherwise noted on the Regulating Plan.

SPECIAL CONDITION
Specific limitation or allowance

Civic Green or Square
Urban Public Space per the Code
Refer to the City for details.

Color and Symbol Key

- Urban General
- Urban General 2
- Neighborhood Medium
- Neighborhood Small
- Storefront
- Req'd Building Line (RBL)
- Parking Setback
- New Streets
- Public Open Space
- Civic Structure
- Downtown Character Study Area Bounds
- Railway

SPECIAL CONDITIONS

*1. see the Urban General BFS, 193.2.F.4.b, for more information.
*2. see the Neighborhood Medium BFS, 193.4.F.3.b or the Neighborhood Small BFS, 193.4.E.3.b, for more information.
*3. Consult with the Zoning Administrator for more information.

Downtown Character District

John Clopton
#112 Abraham Drive
Cedar Falls, IA 50613
August 25, 2021

Mayor Rob Green
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Rob Green:

It has been my pleasure to serve the City of Cedar Falls on the Civil Service Commission for the past sixteen years. It has also been my pleasure to serve as Commission Chair several times and I am currently in that role.

I thank you for your recently reappointing me to the Commission but due to personal reasons, I need to resign from the Commission effective August 31, 2021.

Sincerely,

John Clopton

Good morning Rob,

It is with regret that I need to resign from the Cedar Falls Planning and Zoning Commission effective 9/9/21. My husband and I have decided to move outside of Cedar Falls, so I will unfortunately no longer be able to serve. I appreciate the opportunity to serve my community, and for you thinking of me for this position. Karen and her staff have been fantastic, and the knowledge that I have gained has been much more than I have ever expected.

I will be able to attend the next meeting on September 8th, but that will be my last as we move on 9/17.

Take care,
Abby

Abby Sears
VP, Treasury Management Officer
Private Banking Manager

September 1, 2021

Mayor Rob Green
220 Clay Street
Cedar Falls, IA 50613

SUBJECT: Resignation from the Cedar Falls Planning and Zoning Commission

Mayor Green,

This letter is to inform you that I would like to tender my resignation as a board member of the Cedar Falls Planning and Zoning Commission effective October 1, 2021.

I have greatly appreciated my time serving on the Cedar Falls Planning and Zoning Commission and feel that we have accomplished many things on behalf of the city in my nearly three years as a member.

I am grateful to share that I am joining the Cedar Falls Utilities Board of Trustees and look forward to continuing to serve the great city of Cedar Falls.

Sincerely,

Leslie Prideaux

Leslie Jensen Prideaux

September 1, 2021

Mayor Rob Green
220 Clay Street
Cedar Falls, IA 50613

SUBJECT: Resignation from the Cedar Falls Visitors and Tourism Bureau

Mayor Green,

This letter is to inform you that I would like to tender my resignation as a board member of the Cedar Falls Visitors and Tourism Bureau effective October 1, 2021.

I have greatly appreciated my time serving on the Cedar Falls Visitors and Tourism Bureau and feel that we have accomplished many things on behalf of the city in my five years as a member.

I am grateful to share that I am joining the Cedar Falls Utilities Board of Trustees and look forward to continuing to serve the great city of Cedar Falls.

Sincerely,

Leslie Prideaux

Leslie Jensen Prideaux

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers
August 16, 2021

The City Council held a special work session at City Hall at 5:40 p.m. on August 16, 2021, with the following persons in attendance: Mayor Rob Green, Frank Darrah, Kelly Dunn, Simon Harding, Daryl Kruse, Susan deBuhr, and Dave Sires. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in. Absent: Mark Miller.

Mayor Green introduced the only item on the agenda, Protocols for Remote Public Participation in City Open Meetings.

Mayor Green opened Council discussion. Councilmember Kruse stated he is hoping to see guidelines from staff for discussion. Mayor Green stated guidelines required by Governor's previous proclamation have been dropped. City Attorney Rogers agreed; he stated Council is now meeting in person, and Council by resolution has continued the public electronic participation, which is not required by Iowa code; it's up to Council members to either continue or discontinue the option. Mayor Green asked what the Council would like to see moving forward. Councilmember Kruse and Mayor Green clarified that previously, only Council members, not public, could call-in. Councilmember Harding stated Council should allow the electronic option as long as the concern for COVID-19 exists to be accommodating to the public but to discontinue when possible. Councilmember Dunn agreed; she stated in-person presence is important but no one should have to put their health at risk to attend. Mayor Green clarified that pre-COVID-19, the only options were in-person attendance or sending in a letter; Councilmember Dunn would like to return to that post-pandemic. Councilmember deBuhr asked if the Governor had made any recommendations; City Attorney Rogers responded that the electronic guidelines of the previous proclamation had been allowed to lapse for Council attendance but that electronic public presence is at Council's discretion. Councilmember deBuhr asked what additional work is required of City staff to continue the electronic option; she stated the option needs a deadline, not to be open-ended. City Administrator Gaines stated an additional staff is at the meeting(s) and several IT people work on it throughout the day to make sure electronic option works; there is also coordination required between Channel 15 and IT. Mayor Green stated his understanding that Council does not wish to continue electronic option post-pandemic. Councilmember deBuhr stated it's easier to understand verbal and non-verbal communication in person; she asked to create a timeline and to not leave the option open-ended. Mayor Green offered two options: create a timeline and revisit or tie to an outside metric such as the County elevation status. Councilmember Kruse agreed to a metric; he questioned if it makes a difference in the effort of staff for Council electronic participation versus public participation. Information Systems Manager Sorenson stated that if a Councilmember participated by Zoom, it would still require staff at the meeting. Councilmember Harding stated that if Council is allowed to Zoom in, the public should have the same option. Mayor Green stated that currently the County elevation is "High"; does Council want to use the County status? Councilmember Kruse

stated Council should always have the option to call or Zoom in and the public option should be based on the status. Councilmember Harding asked if a Councilmember was already utilizing Zoom for a meeting, is it extra work for the public option also; Councilmember deBuhr responded that the public wouldn't know a Councilmember was on Zoom but they would have access to elevation status to know. Councilmember Dunn asked what staff time was required for call in; Information Systems Manager Sorenson responded staff set up a conference bridge facilitated by the City Clerk at the meeting; Mayor Green stated that worked for Councilmembers but wouldn't for the public, and Zoom offers the "raise hand" option. Councilmember Dunn stated the public need to attend in person post-pandemic; having extra staff at meeting(s) is not a good use of resources; Councilmember Harding agreed. Mayor Green stated he saw consensus to utilizing the Black Hawk County COVID-19 Elevation Status; he asked Council at what level. After further discussion it was determined to always allow electronic participation at "High" (red) and to not offer it for "Moderate" or "Elevated" (orange or yellow); it can be reconsidered if needed. City Attorney Rogers stated the previous Resolution #22,201 addressed other entities utilizing City facilities follow the same protocol; does Council agree or have concerns; Council will keep that standard.

There being no further discussion, Mayor Green adjourned the meeting at 6:00 p.m.

Minutes by Katie Terhune, Administrative Assistant

Committee of the Whole
Cedar Falls Council Chambers
August 16, 2021

The Committee of the Whole met at City Hall at 6:03 p.m. on August 16, 2021, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Utilities Board of Trustees Interview – Leslie Prideaux and introduced Leslie Prideaux. Ms. Prideaux gave a brief history of herself: she works for the University of Northern Iowa as Assistant VP of Alumni Relations and currently serves on the Visitor & Tourism and Planning and Zoning Boards. Mayor Green opened it up for questions from the Council, no questions.

Mayor Green introduced the second item of the agenda, Cedar River Recreation Safety Project, and introduced Stephanie Houk Sheetz, Community Development Director. Ms. Sheetz stated this project has been in the City's Capital Improvements Plan for years. Following Council review of a full Master Plan for the River and discussion at a March 2017 Committee of the Whole meeting, the area of focus is between the Main Street and W 1st Street bridges. In November 2020, the City obtained the Iowa DNR permit; in January 2021 the City secured the Army Corps permit for the project. The City secured the Black Hawk County Gaming request of $1,500,000 in May 2021. The anticipated schedule is as follows: September 7, set public hearing; September 20, public hearing; October 4, low bidder; October 18, contract; and November 1, notice to proceed. Ideal time to work in the river is between November-December. Ms. Sheetz explained the three options on the fundraising component: A) all funding secured, in amounts indicated in the CIP, prior to bidding the project; B) bid project once private fundraising pledges of $600,000 are made in writing; or C) bid project following outlined schedule, with $130,000 fundraising dollars raised and Cedar River Experience continues fundraising efforts, with pledges ranging 2-6 years. Ms. Sheetz introduced Bob Seymour, Cedar River Experience Representative. Mr. Seymour explained they are a group of volunteers and their goal is to get recreation access to the river; they have done 30 presentations and received 35 letters of support for the project. Mr. Seymour introduced Dave Deaver, Cedar River Experience Representative. Mr. Deaver stated they need approval from City Council to allow pledges for the 2-6 year timeframe, since the project would be completed prior to that time. Mr. Deaver stated at this time they have verbal commitments of $130,000 in cash and would be working to raise $370,000 in pledge donations. Mayor Green opened Council and public discussion. Councilmember Kruse asked about the length of the project and the upstream dam. Ms. Sheetz explained the in-river portion will take approximately 2 months; the final project completion is June or July and the upstream dam has approximately 10-15 years of life left. Mark Kittrell, 250 State Street #408, stated this is an important amenity for the community, downtown and the committee plans to exceed the $500,000 goal. Councilmember deBuhr asked about recognizing donors and signage. Ms. Sheetz explained ideas on opportunities for donors to be recognized with plaques or on interpretative signage already planned with the project. Councilmember Kruse asked who is financing the shortage of the project until the pledges are due. Ron Gaines, City Administrator, stated the City would finance the shortage. Councilmember Harding motioned for option C (bid project following outlined schedule, with $130,000 fundraising dollars raised and Cedar River Experience continues fundraising efforts, with pledges ranging 2-6 years.); Councilmember Darrah seconded. Motion approved unanimously.

Mayor Green introduced the third item of the agenda, Future Forward 2025 Update, and introduced Stephanie Houk Sheetz, Community Development Director. Ms. Sheetz gave an overview of the plan that was endorsed in February 2017. The objectives where the City is the lead entity consisted of: create a regionally recognized Cedar River Whitewater District; expand mixed-use development within Cedar Falls; revitalize existing public parks; develop inclusive parks and public venues; strengthen neighborhood communication; address transportation accessibility & affordability; implement state of the art recycling programs & education; implement progressive water quality, conservation & energy planning strategies; develop and/or enhance public gathering places/venues; increase annual development in North Cedar; complete Center Street project; and pursue official international “sister community”.

Ms. Sheetz would like City Council to consider both motions suggested: 1. Endorse continued use of Future Forward 2025 through 2030. 2. Continue implementation of the Future Forward 2025 Plan.

Councilmember Darrah motioned to add a third option of reviewing Future Forward 2025 at Council goal setting. Councilmember Harding seconded.

Councilmember deBuhr motioned to amend option #1 to receive and file Future Forward 2025 through 2030. Councilmember Darrah seconded. Councilmembers voted. Aye: deBuhr, Darrah, Harding, Kruse and Sires. Nay: Miller and Dunn. Motion carried.

Councilmember Sires motioned to strike option #2-continue implementation of the Future Forward 2025 Plan. Councilmember deBuhr seconded. Councilmembers voted. Aye: Sires and deBuhr. Nay: Dunn, Darrah, Harding, Kruse and Miller. Motion failed.

The following is back on the table: 1. Receive and file Future Forward 2025 through 2030. 2. Continue implementation of the Future Forward 2025. 3. Review Future Forward 2025 at Council goal setting. Councilmembers voted. Aye: Dunn, Darrah, Harding, Kruse and Miller. Nay: deBuhr and Sires. Motion carried.

There being no further discussion, Mayor Green adjourned the meeting at 7:22 p.m.

Minutes by Kim Kerr, Administrative Supervisor

OFFICE OF CITY ADMINISTRATOR

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CEDAR FALLS, IOWA 50613
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TO: Mayor Robert M. Green and City Council Members

FROM: Ron Gaines, City Administrator

DATE: August 27, 2021

SUBJECT: Departmental Monthly Reports Submission – July 2021

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS

C·E·D·A·R
F·A·L·L·S
Iowa

July 2021

JULY 2021 MONTHLY REPORTS
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FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
July 2021

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has $55,382,000 invested in CD's and $31,300,000 in a liquid money market.

Investments	Transactions	Amount
CD's Matured	2	$9,000,000.00
CD's Purchased	1	$4,500,000.00
PFMM Deposit	0	$0.00
PFMM Withdrawal	0	$0.00
CD/Investment Interest		$91,173.51

FY21 Audit

The auditors will be here the week of September 27th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

Cedar Falls Health Trust Fund Board

Cedar Falls Health Trust Fund Board met via Zoom on July 11th. At that meeting it was determined that interest earned on the investments was not enough to cover the cost of inflation and therefore the Board voted not to distribute funds for this year.

Miscellaneous Financial Activities

For July, 143 payroll checks and 1,238 direct deposits were processed. Accounts receivable were processed and 209 invoices were mailed out to customers. 2,007 transactions for accounts payable were processed and approved by the City Council for payment and 482 checks were mailed out to vendors.

Benefits & Compensation Activities

1. In compliance with the Affordable Care Act, Form 720 was completed and filed to report and pay the PCORI fee for the City's health and health reimbursement account (HRA) plans.
2. The annual Creditable Coverage disclosure to the Centers for Medicare & Medicaid Services (CMS) was submitted.
3. The City terminated its agreement with Wellmark Blue Cross & Blue Shield to provide COBRA administration services effective July 31, 2021. WEX Health, Inc. (aka Discovery Benefits, LLC) began providing COBRA administration services during July. Affected members were notified of the change.

FINANCE & BUSINESS OPERATIONS

HUMAN RESOURCES
JULY 2021

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meetings (July 7 and 21)
- Regular review of COVID guidelines
- Reviewed six contracts/agreements for required insurance
- Review and follow-up of nine public events permits
- Review regulations to establish Park/Shelter rentals/reservations
- Assisted with benefits administration
- Review of background check vendors
- The status of an H-1B visa petition filed with the USCIS was monitored and approved
- Employment Application & Drug Screen Authorization Form revisions continued
- FY22 Benefit Summary updates completed
- Various salary surveys/requests were completed/provided
- HR duties and the employment/onboarding processes were reviewed
- Review and draft Workers' Compensation Policy
- Recruitment/Employment tasks related to:
    - FT positions: Code Enforcement Officer, Community Services Coordinator, Engineering Technician I, Equipment Operator, Human Resources Manager, Land Surveyor, Maintenance Worker (Refuse & Streets), Principal Engineer, Public Safety Officers, Public Safety Supervisors Captain & Lieutenant and Tourism & Cultural Programs Manager
    - PT positions: Community Service Officer, Laborer (Cemetery), Library Assistant, Maintenance Worker (Refuse) Office Assistants (Rec. Center) and contracted Custodians.
    - Seasonal/Special Purpose/Misc. positions for the Community Development, Public Safety and Public Works departments (summer Aquatics, camp staff, Rec. Front Desk Receptionist, Paid On Call Police Reserve Officers and Laborers)

CIVIL SERVICE COMMISSION

- Follow up related to the June 30th meeting was completed
- An appeal was received and reviewed for processing consideration
- City Council approved new commissioner Crystal Ford's appointment/onboarding began
- Discussions began re: external review of testing processes and documents
- Review of Local Rules & Regulations continued

HUMAN RIGHTS COMMISSION

- Joint meeting with City Council on July 19, 2021

RACIAL EQUITY TASK FORCE

- Meetings held on July 14 and 28
- Committees reviewing data in the areas of Education, Public Safety and Housing

Finance and Business Operations
Information Systems Division
Monthly Report July 2021

Summary of projects, training and staff activities

- Work on the new dispatch software continues
  - 4 days of CAD workshops were attended over at Blackhawk County, for implementing our new county wide Public Safety software system.
- Work continues on refreshing technology for about 20 – 25 users. Our current refresh plan is to maintain the following: desktops (5 yr cycle), laptops (4 yr cycle), tablets (2 yr cycle).
- We continue work on the new document management software, we are currently migrating documents into Laserfiche, our current document management software will sunset in October.
- We began work to implement new Recreation Management Software that will replace out current software which is being sunset in October.
- We started the migration into our new cloud based cemetery software which has the possibility to allow Parks department access to sale lots in the cemetery and comes with a Burial search site for our website that will give walking directions to lots in each cemetery for the public.
- We continue to work with the Davenport group to migrate Firehouse data into the LAMA database for rental and commercial inspections. This will allow workflow and easier communication between the inspectors and other departments.

Software Purchase/Installation/Upgrade Activities

- A device rack was purchased for audio and video equipment for the Community Center
- Updating our FTP server licensing.

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 31 new pieces of equipment purchased for 3 different departments
- 7 new equipment installations for 4 different departments
- 2 equipment repairs for Information Systems & Hearst Center

Problem Resolution Activities & Assistance Activties

- 62 problem resolution or assistant activities took place for 9 different departments

Grapic Design Activities

Hearst Center: fall brochure; lunchtime concert poster; songbook trio poster; exhibition: Vinyl, price guide, postcard, poster

Tourism: authors festival brochure, Trail map

Rec: CF Recreation logo, Digital brochure template, touch a truck graphic/slides, other miscellaneous assistance.

Other: website and social media maintenance/graphics, business cards, promotional/communications graphics, laminating, miscellaneous Police printing, Historic Tour poster, Contractor Connections, cemetery cards, wellness memo graphics, Veterans Park signs, parking material.

Channel 15 Programming Activities

- Cable TV Summary of projects
  - Produced 6 public meetings and 4 studio shows.
  - Produced 2 new Serving the Valley TV Shows and 2 new City News Stories
  - Produced new video for Cedar Falls Recreational Project featuring kayaking and water activities on the river.

- Produced video for Cedar Falls Fire Rescue "Ready to Respond"
- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings using Zoom
  - One Committee of the Whole meeting using Zoom
  - One City Council Work Session meetings
  - One Planning & Zoning meeting
  - One City Council Work Session meetings
  - One Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Aired 4 new Panther Sports Talk shows.
- Produced and aired 2 new City News Shows.
- Continued weekly encoding and programming of church services for Public Access.
- Drone flights included:
  - Cedar River Recreational project – kayaking feature
  - Island Park Redevelopment project
  - Cedar Falls High School – New site construction
  - Public Art – Fence Roadway at City Hall
  - Cedar Falls Fire Rescue – Fire Trucks responding
- Facility Upgrades
  - Continued planning for new cable install at Cedar Falls High to replace existing fiber and audio cables.
  - Began planning for cable re-installation in the UNI-Dome for fall sports.
  - Continued planning to assist with equipment install at the Cedar Falls Community Center.
  - Began planning of replacement of cables to Overman Park from City Hall with fiber. Existing cables are more than 23 years old and failing.
- Training
  - Staff attended Fall Arrest Training
  - Mike Mennen re-certified his Drone Pilot License.

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
  - Met with EMA, county and vendor staff to begin building new dispatch system
  - Met with Engineering staff to provide training for outlet inspection software
  - Met with vendors to evaluate work order and asset management software packages
  - Met with Engineering staff to provide exhibits for Prairie Winds 5th extension
  - Met with LAMA staff to discuss data import test from Firehouse
  - Met with Cemetery staff and vendor to convert existing system
  - Met with Engineering staff to create additional scenarios for S Main sewer
  - Met with Engineering staff to discuss Park Dr lift station infiltration
  - Updated all maps available on CF website
  - Updated flood hazard layer per FEMA update
- 6 web and database projects were completed for 5 different departments
- Completed 8 different data requests for 6 different entities.
- Provided 8 new maps for 3 different departments.
- Created 13 new addresses.

FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
July 2021

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

Traffic Court:

City Cases Filed:	83	(this number includes both City and State tickets)
Cases Set:	4 (Traffic)	1 (Code Enforcement)
Trials Held:	1 (Traffic)	0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 6 agreements
- Attention to labor matters; PERB decisions
- Review and Drafting of revisions to Personnel Policies
- Attention to park regulations

FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JULY 2021

Public Records Activity

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

Licenses / Permits Processed & Issued

2	Mobile Merchant licenses
1	Poultry license
42	Pet licenses
10	Annual "Paw Park" permits
7	Public Event permits
8	Parking permits
16	Liquor licenses and beer/wine permits

Responded to eight (8) requests for public records.

The City Clerk attended the Iowa Municipal Professionals Academy and an Administrative Supervisor attended the Iowa Municipal Professionals Institute in Ames, Iowa.

The unemployment rates for the month of June 2021 were 4.9% for the Waterloo-Cedar Falls Metropolitan Area, 4.0% in Iowa, and 6.1% in the U.S.

Parking Activity

Enforcement

664	Parking citations issued.
$ 5,671.00	Citations paid.

Collections

$ 323.00	Collections from delinquent parking accounts.

Permits

$ 152.00	Parking permits.

Paid parking continued to be suspended in the municipal lots in both Downtown and College Hill areas per City Council action until August 1, 2021. During the June 7, 2021 Committee of the Whole meeting, City Council voted to approve the request of the Community Main Street Board of Directors to eliminate the new paid parking system in the downtown municipal lots and revert back to the 4-hour free parking limit when the paid parking suspension ends.

FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JULY 2021

Library Activity

Usage Statistics	May 2021	June 2021	June 2020
Customer Count	3,772*	10,165	2,062
Circulation	25,154	34,950	20,467
Event Attendance	750**	3,341**	2,713**

*Curbside customers plus browsing hours in the building

**Programs offered virtually via Facebook Live and Zoom and in-person outdoors.

Special events in July included the following:

- Take-and-make activities for teens
- Outdoor art programs for children: Artists Color Your World at the library and Splatter at the Hearst Center for the Arts
- Storytime at Sunrise Zoo
- A virtual visit with astronaut Raja Chari via Zoom
- Summer Library Program continued for all ages

Summer Library Program funded by the Cedar Falls Community Foundation: Robert and Shirley Berg Fund for use by the Library. Regularly occurring programs funded by the Friends of the Cedar Falls Public Library.

Community Center Activity

Most senior programs resumed in person on July 6 at the Community Center, including cards, billiards, senior fitness classes, and Walking Wednesdays walking club. There was one evening rental in July.

City of Cedar Falls
Community Development
Inspection Services Division
Monthly Report for: **Jul-21**

Total for Month	**$5,788,632.00**
Total for Fiscal Year	**$5,788,632.00**
Total Same Month - LAST YEAR	**$25,126,181.00**
Total for Fiscal Year - LAST YEAR	**$25,126,181.00**

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	13	0	$4,679,730.00	$32,718.30	13	0	$4,679,730.00	$32,718.30
Multi-Family New Construction								
Res Additions and Alterations	62	0	$858,557.00	$13,724.75	62	0	$858,557.00	$13,724.75
Res Garages	2	0	$24,200.00	$516.00	2	0	$24,200.00	$516.00
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	5	0	$226,145.00	$2,533.75	5	0	$226,145.00	$2,533.75
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	5	0	$0.00	$1,729.00	5	0	$0.00	$1,729.00
Total	87	0	$5,788,632.00	$51,221.80	87	0	$5,788,632.00	$51,221.80

City of Cedar Falls
Community Development
Inspection Services Division
Monthly Report for: Jul-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	57	0	$0.00	$5,238.30	57	0	$0.00	$5,238.30
Mechanical	88	0	$0.00	$7,450.00	88	0	$0.00	$7,450.00
Plumbing	56	0	$0.00	$5,607.50	56	0	$0.00	$5,607.50
Refrigeration								
Total	201			$18,295.80	201			$18,295.80

Constractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	$0.00	$150.00	1	0	$0.00	$150.00
Mechanical								
Plumbing								
Refrigeration								
Total	1			$150.00	1			$150.00

Building Totals	**87**	**0**	**$5,788,632.00**	**$51,221.80**	**87**	**0**	**$5,788,632.00**	**$51,221.80**
Grand Total	**289**	**0**	**$5,788,632.00**	**$69,667.60**	**289**	**0**	**$5,788,632.00**	**$69,667.60**

PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
July 2021

MONTHLY MEETINGS:

Planning & Zoning Commission – Meeting was held on July 28, 2021

Applicant	Project	Recommendation	Action Taken
ME Associates, LLC, Owner; VJ Engineering, Engineer	Land Use Map Amendment (LU21-001) from Medium Density Residential to Community Commercial and Rezoning (RZ20-009) from A-1, C-2 and S-1 to PC-2	July 28, 2021 Denial	Continued to future meeting. Applicant to make changes to their submittal to meet requirements.
Todd Wuestenbeg and Darin Wohlgemuth	College Hill Site Plan Review for property at 2415 Franklin St (DR21-007)	July 28, 2021 Discussion and Approve	Approved

Group Rental Committee – A meeting was held on July 6, 2021.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
204 Iowa Street	5	Hagedorn Housing, LLC	6, 1/unit	6, 1/unit	7/06/2021	
210 Iowa Street	5	Hagedorn Housing, LLC	5, 1/unit	5, 1/unit	7/06/2021	
803 W 6th St/519 Olive St	2	Lucrative Investments, LLC	3/unit and 2/unit	2/unit and 2/unit	7/06/2021	
1710 College St	1	Paul Denmark	4	Pending on missing items	7/06/2021	

Board of Rental Housing Appeals – No regular meeting was held on July, 2021.

Board of Adjustment – No regular meeting held for July.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	N/A	No meeting was held in July.
College Hill Partnership	7/12/2021	Discussion of parking changes for business district. Communication from the City regarding trash bins and green space clean-up. Discussed replacement of dead trees in street ROW and in Pettersen Plaza.

Historic Preservation Commission	07/13/2021	Members provided updates for ongoing education projects. Discussed the Community Foundation grant application to restore the Session's monument stone in the cemetery. Guest Bettina Fabos shared her experience with Fortepan Iowa project and encouraged commission members to spread the word and participate.
Housing Commission	N/A	No meeting for the month of July 2021
Community Main Street Design Committee	N/A	No meeting was held in the month of July 2021.
Parking Committee – Downtown and College Hill	N/A	Due to the decision to suspend parking fees, this meeting is cancelled until further notice.

LAND USE INQUIRIES AND PERMITTING

- 259 (Chris, Michelle, JD, & Thom) general inquiries, including walk-ins, and staff responses with information/assistance.
- 87 land use permits were issued.

OTHER PROJECTS FOR JULY INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing a public outreach phase of the project.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- Downtown zoning code update under review at City Council.
- Resilience Plan draft under staff review.
- The Cedar River Recreation Project is in the design phase and staff is submitting 2 grant requests for the project in August.
- The Eastern Iowa Electric Vehicle Readiness Plan group will meet in August to discuss implementation strategies for increasing awareness of Electric Vehicles.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Advising on inquiries related to the rental to owner conversion program.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with a business that is potentially looking to relocate and expand in the Cedar Falls Industrial Park.
- Participated in monthly call with IEDA and Quest Site Solutions in regards to Cedar Falls' application for the Certified Site Program.
- Received cultural resources identification survey from consultant in relation to the Certified Site Program for the industrial park expansion area. No further work within the area is anticipated based on the report.

- Attended Business and Industry Awards luncheon follow up meeting and began discussing next year's luncheon.
- Attended business ribbon cutting event at Ari's Martini Lounge at College Square Mall.
- Discussed potential amendment to the Airport Zoning Ordinance with INRCOG as it relates to the closure of one of the Waterloo Regional Airport runways.
- Submitted site materials to IEDA for an out of state company looking to potentially locate in the Cedar Falls Industrial Park.

CDBG

- Exploring options for developing a program for improvement to rental properties serving low/moderate income persons.
- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	340	**Rent Subsidies (HAP payments)**	$107,030
New Applications Taken	28	**Utility Payments**	$ 1,675
Units under Contract	211	**Admin Fees**	$ 13,856
Initial Vouchers Issued	3		
Mover Vouchers Issued	**3**	**Lease Up Goal**	235
New Admissions	2		

Ongoing

- Completed update to the Administrative Plan, preparing to go to Commission.
- Scanning all files into system
- Added new landlords
- Issuing new vouchers/pulling from waitlist

ADD A DOLLAR REPORT

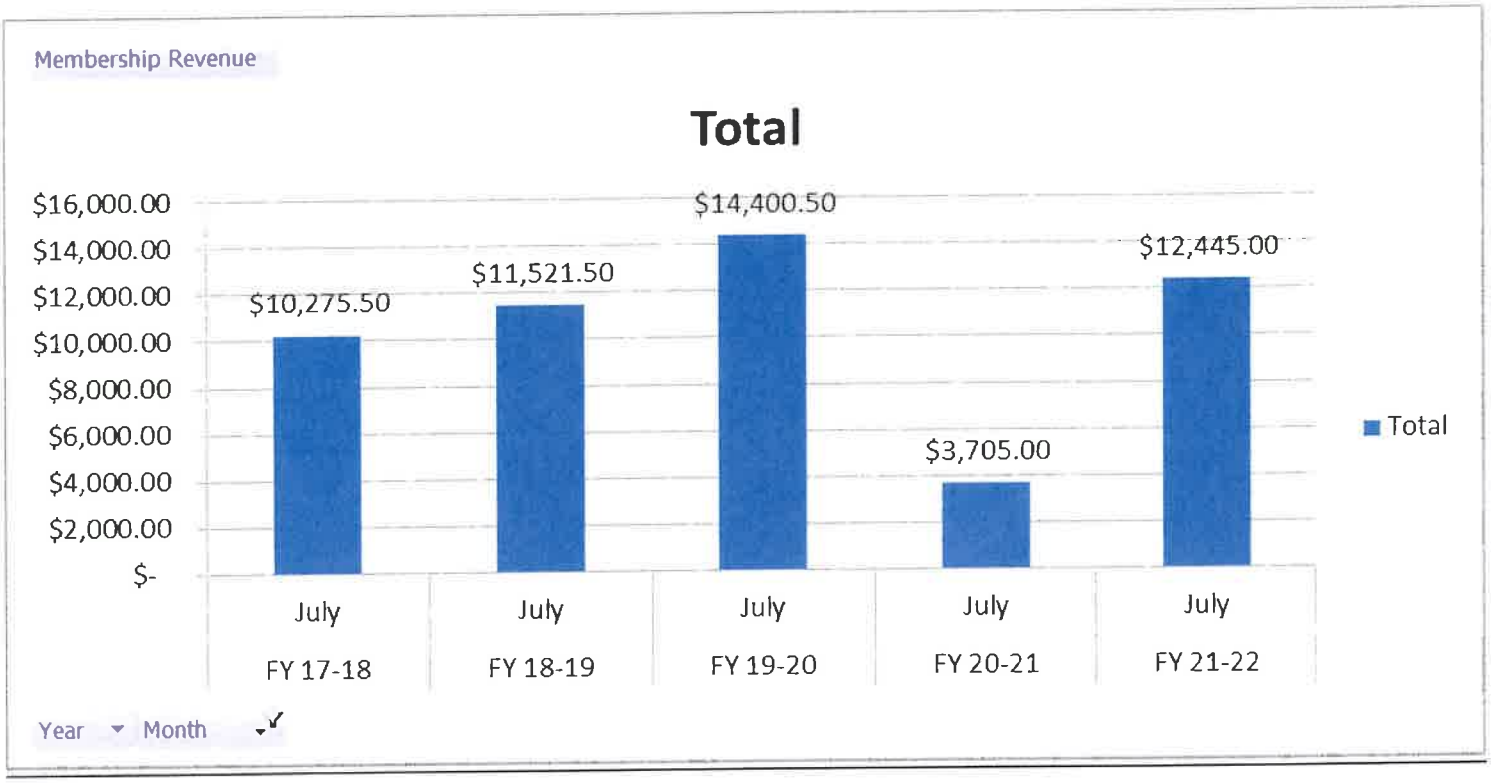
There were 6 applications received for utility assistance in June. We paid out $1,480.78 in utilities payments for an average of $247 per household. There was a balance of $30,427.60 as of July 31, 2021.

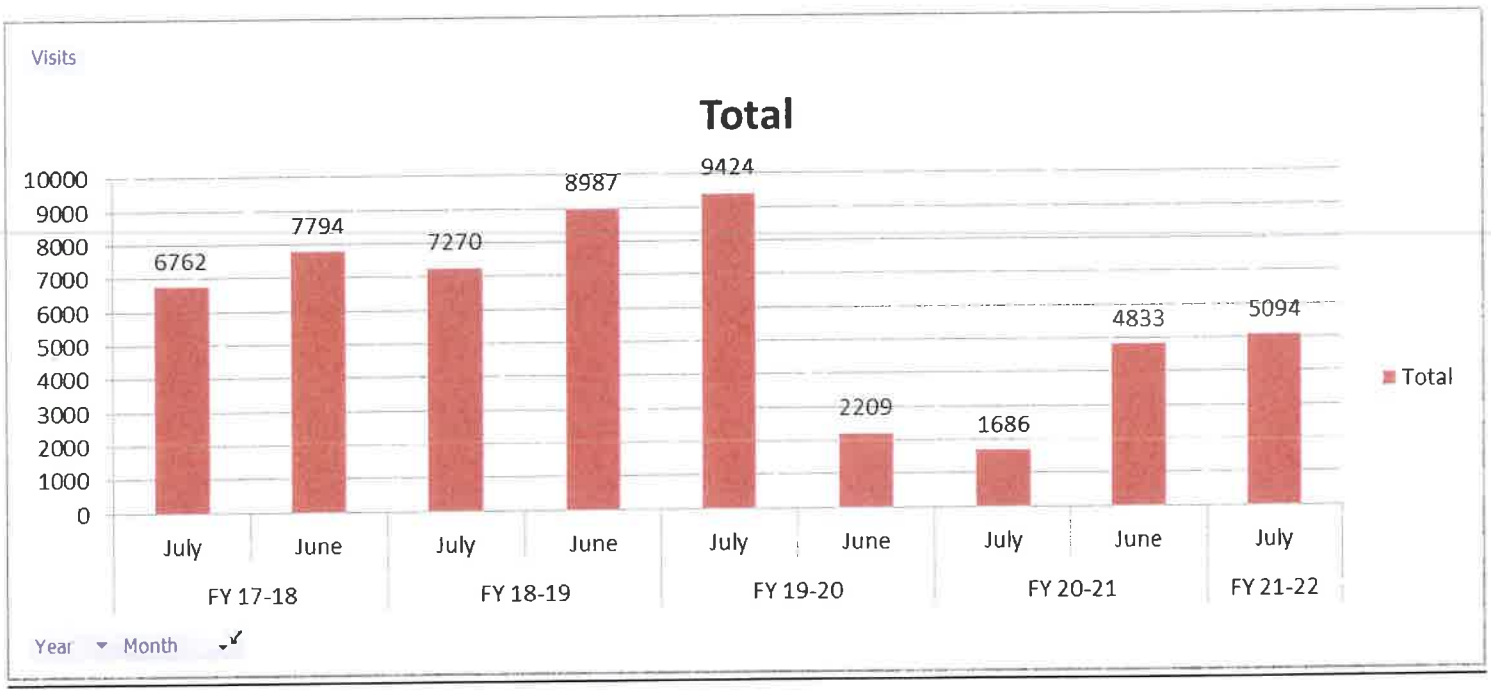
Recreation & Community Programs July Report 2021

Sincerely,

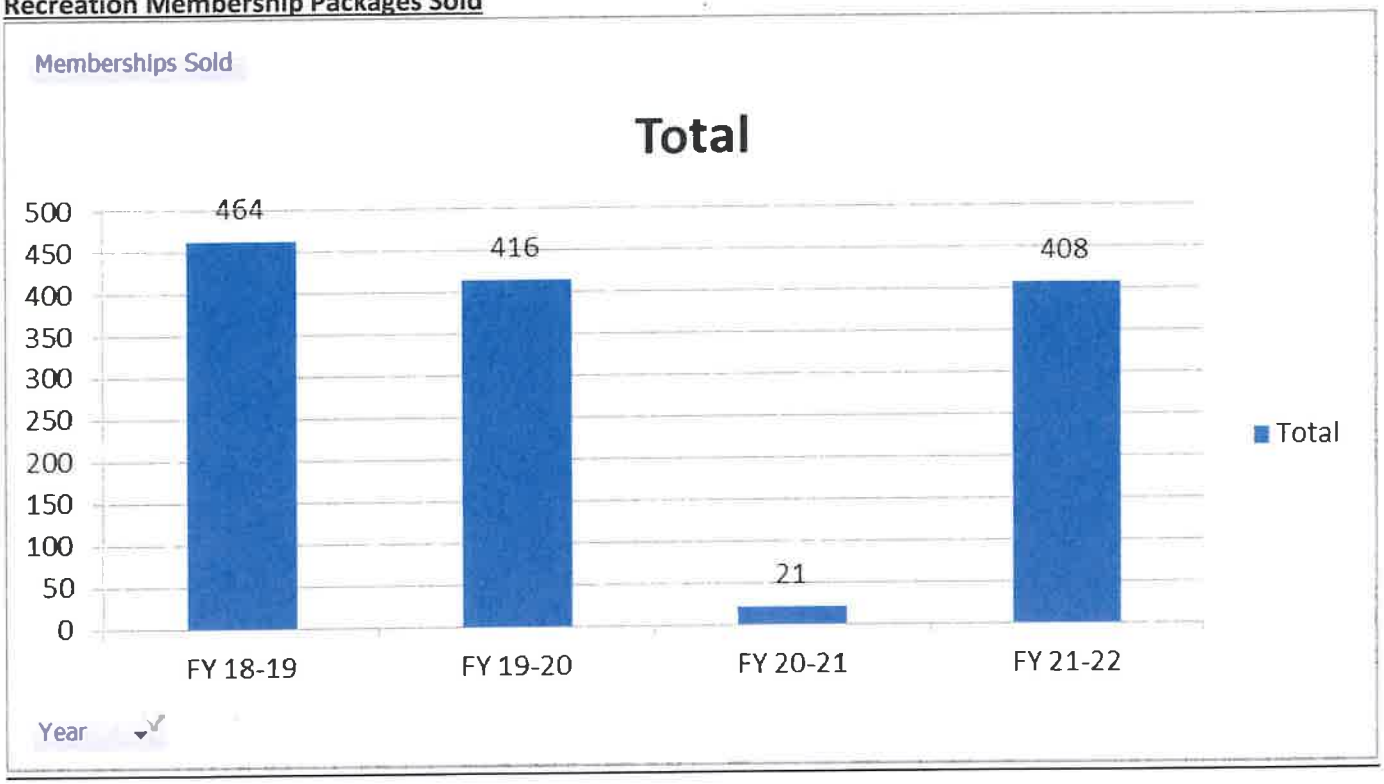
J.J. Lillibridge
Recreation and Community Programs Manager

Recreation Center Revenue & Visits

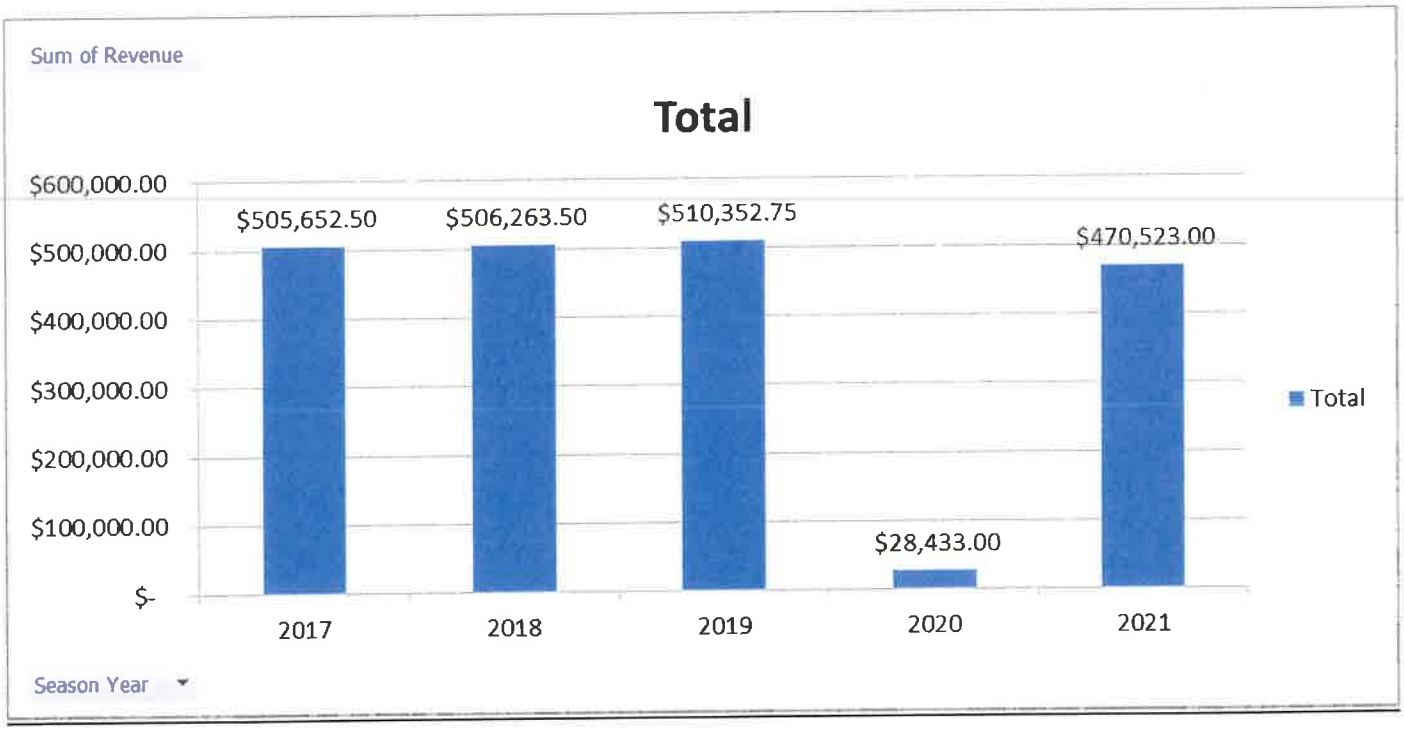




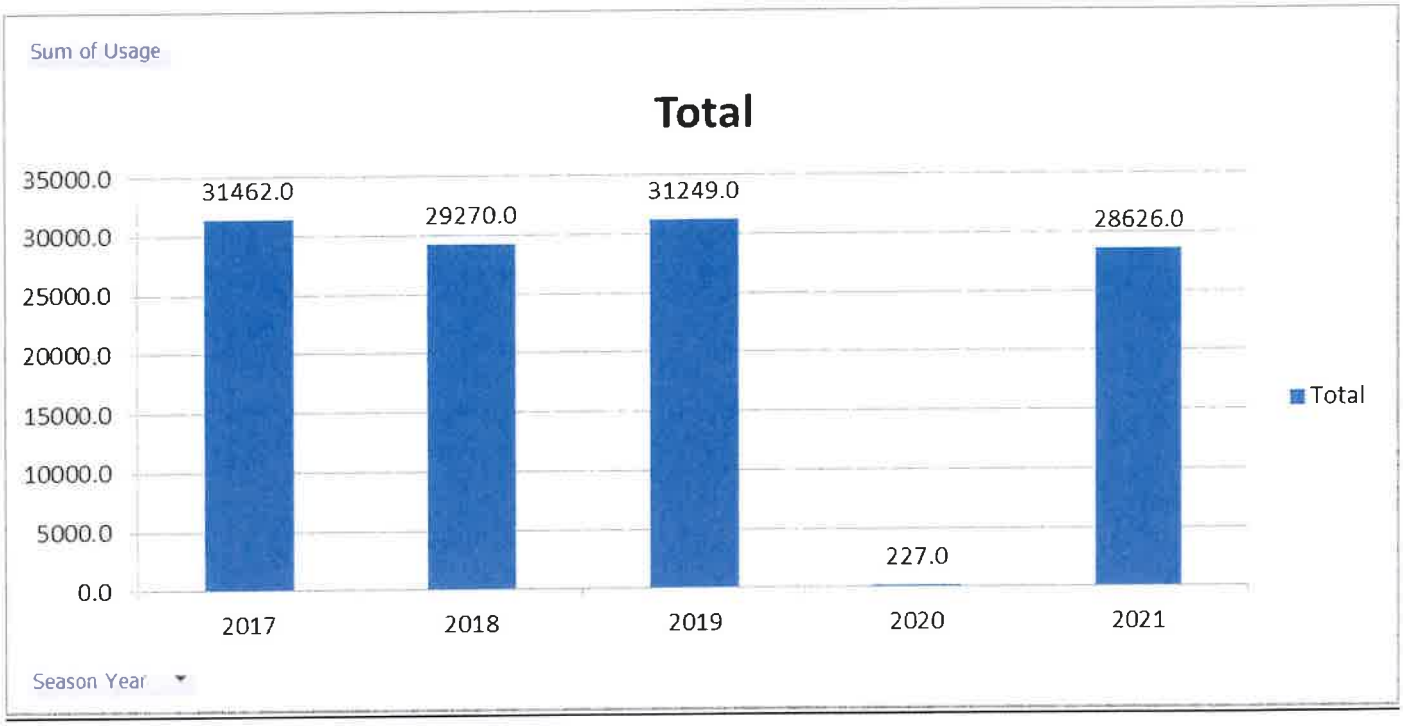
Recreation Membership Packages Sold



The Falls Aquatic Center Revenue



The Falls Aquatic Center Usage



	June (2021)	July (2021)	July (2020)
Recreation Programs			
Fitness Classes Offered	144	139	34
Fitness Class Attendance	1169	1225	128
Personal Training Sessions	88	104	17
Massages	60	49	15
Summer Camp		125	0
Tennis		142	0
T-Ball		65	0
Softball		25	0
Baseball		32	0
Rugby		32	0
Sales	**June (2021)**	**July (2021)**	**July (2020)**
Swim Pass Sold Summer	769	56	2
Swimming	**May (2021)**	**June (2021)**	**June (2020)**
Open Rec Swim/Lap Swim Numbers	31,974	28,179	N/A
Aquatic Program Usage	6,367	10,172	2,581
Rentals	**May (2021)**	**June (2021)**	**June (2020)**
Total	57	23	79

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
July 2021

- We're working on finalizing our FY21 Annual Report.
- We assisted with hosting the Iowa Technology Association IT Roadshow stop in Waverly. *Meetings*
- Sales staff hosted a site visit with an Iowa association. *Meetings*
- Cedar Falls hosted the Iron Sharpens Iron and Iowa State Trap Shoot. *Sports*
- Working with CVSC / UNI on an RFP from Flag Football World Championships to determine viability for our community. *Sports*
- We're pleased that we surpassed the prior year visitor guide ad sales with total of $32,655. *Leisure*
- We continued working on details of a digital advertising contract with Amperage. *Leisure*
- In July, a banner ad began running on Travelllowa.com. *Leisure*
- We received 1,286 visitor guide requests through Travel Iowa. *Leisure*
- We continue to assist with Passport to the Arts social media promotion. *Leisure*
- Our website was refreshed with Panther Pride and Ice Cream Everyday blog posts. *Leisure*
- Staff attended an Iowa Tourism Industry Partners (iTIP) board meeting. *Collaboration*
- We published Hospitality Highlights newsletter x4 and Notify Me posts x5. *Collaboration*
- Staff is receiving training on CivicRec, the new program we will use for visitor center sales and rentals. *Asset Development*
- Prairie Pathways signage is in production. *Asset Development*
- Staff is continuing to assist a visiting motor coach group coming in August. *Group Tour*
- We gathered information for a Cedar Valley Partner Award nomination. *Community Support*
- Following our nomination (in 2019), volunteer Joy Thiel was named Iowa State Fair Blue Ribbon Foundation Iowan of the Day for August 12. *Volunteer/Community Support*

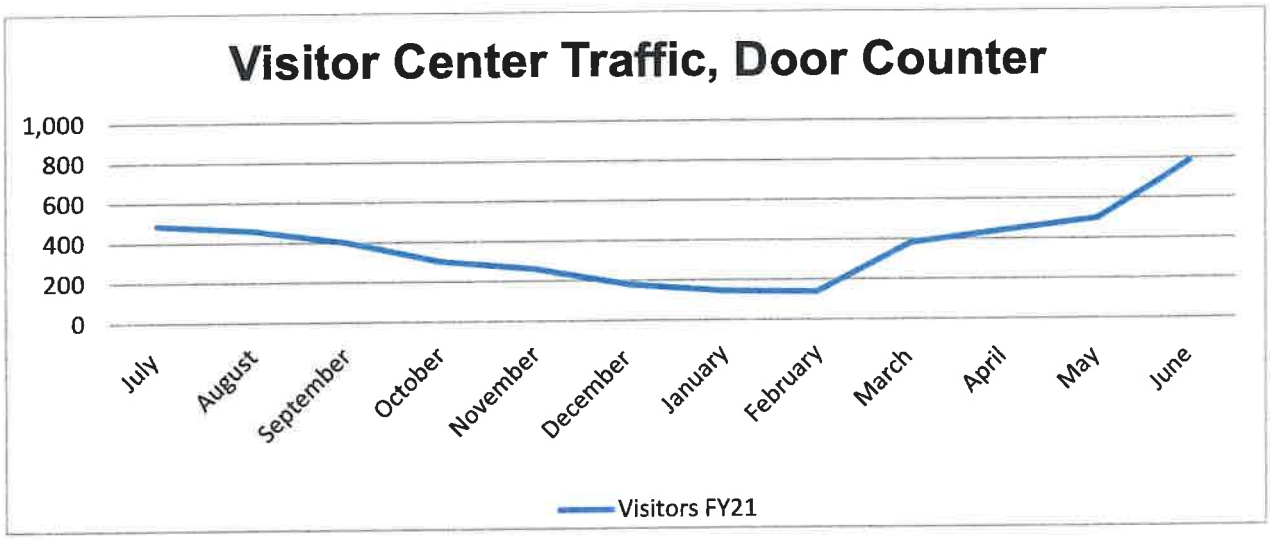
**Items in italics refer to the relevant section of the Tourism & Visitors Bureau Strategic Plan.*

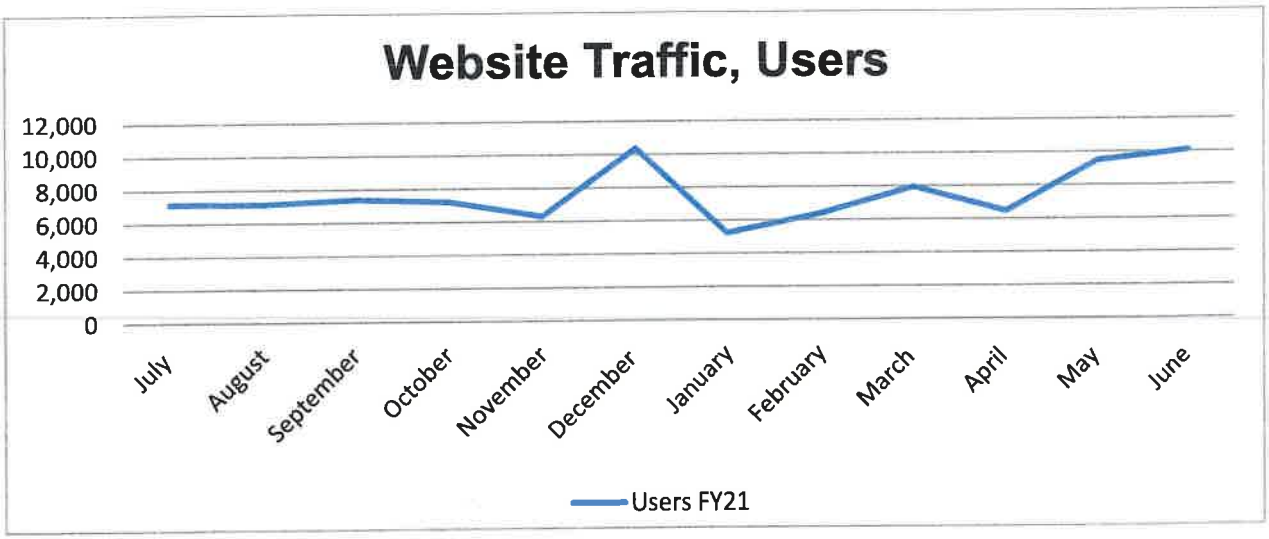
Respectfully Submitted,

Jennifer Pickar

Jennifer Pickar, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division





CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | July 2021

- Staff worked to compile all PR for fall programming; a seasonal brochure was designed for release in early July. We contracted with Lamar for a series of three billboards related to exhibitions through the end of the year. Billboard expenses are paid by Friends of the Hearst.

- The Collections Committee of the Art and Culture Board met in July to review a series of proposed gifts and proposed exhibitions. One accession was made to the permanent collection. Emily continued to prepare for the opening of two new exhibitions. The Hearst will be featuring work by Gary Kelley, and a traveling exhibition of photographs of Berenice Abbott, on loan from the Syracuse University Art Museum. Emily continues to plan for a major exhibition in October featuring artwork by four Meskwaki artists. Heather will work with Ch. 15 on a special segment in conjunction with Indigenous Peoples Day, held on October 11.

- The Hearst held a very successful second iteration of the "Artisans in the Garden" program, which included hands-on demos and (new this year) an artists' market. We also hosted several live music events on the patio, outdoor wheel throwing classes, c a new songwriter's club meeting, and helped with staffing Movies Under the Moon.

- Summer camps continue to go well. "The Arts of Science Camp" received several calls and notes from parents who were excited about the experience. Our education staff continues to create new offerings to keep kids engaged over the summer months. The Hearst also provided arts engagement for Camp CF campers on three days in July.

- The Selection Committee for the Art and Culture Board met with four candidates for interviews with regards to vacancies on the ACB.

- Heather completed a grant report for the Iowa Arts Council and continued to attend meetings to prepare for the ARP grant application due in mid-August. The Hearst plans to apply for $100,000 to support collections/art storage maintenance, artists' fees for programming, and marketing support.

Hearst Center Usage Statistics	Last Month June FY21	This Month July FY22	Last Year July FY21
In-Person and Virtual Attendance*	2626	2216	1379
Off-site Ed/Outreach Encounters	3/679	0/0	0/0
Public Programs Offered**	3	5	4
Exhibition walk-in Viewers	426	375	213
Classes/Workshops Offered***	5	6	4
Rentals/Birthday Parties	1/1	3/0	0/0
Volunteers/# of Hours	5/34.5	5/49.25	2/10
Facebook Views	46229	35109	30597
Facebook Followers	2457	2495	2216
Instagram Followers	874	906	513
Ads, videos, press releases, articles	4	3	6
Friends Members/new or renewed	300/10	300/3	281/6

*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; **includes on-site and virtual programs; ***includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

ENGINEERING DIVISION
PROJECT MONTHLY REPORT - JULY 2021

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Streets	RC-000-3185	2020 Street Construction	Street Repair	Final Out Remains	$3,385,340.30	Engineering Division PCI
Streets	RC-000-3272	2021 Street Construction	Street Repair	Construction Underway	$4,030,000.00	Engineering Division PCI
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	$6,000,000	Snyder
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	$50,000	Engineering Division
Streets	SY-000-3009	Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Report Complete	$2,500,000	IDOT/AECOM Engineering Division
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Construction Underway	$6,500,000	Engineering Division Snyder & Associates
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	$1,160,000	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Design	$108,647	Engineering Division
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Construction Underway	$2,450,000	Snyder K. Cunningham
Storm Water	ST-000-3225	2020 Permeable Alley	Storm Water	Final Out Remains	$2,291,000	Engineering Division Benton's
Streets	RC-059-3196	12th Street and Walnut	Reconstruction	Final Out Remians	$1,019,448	Engineering Division PCI
Streets	SY-000-3229	27th Street Improvements	Reconstruction	Design	TBD	Engineering Division
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Design	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Trails	Construction Underway	TBD	Snyder
Streets	RC-362-3212	W. Viking Industrial Park & Viking Road	Reconstruction	Design	TBD	Snyder
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Punch List Remains	TBD	Snyder
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Design	TBD	Water Reclamation/ Snyder
Streets	SC-000-3234	2020 Seal Coat	Street Repair	Final Out Remains	$250,000	Engineering Division
Streets	SC-000-3272	2021 Seal Coat	Street Repair	Design	$150,000	Engineering Division
Streets	RC-293-3172	Ridgeway Avenue	Street Repair	Complete	$1,862,134	Engineering Division PCI
Parking	TBD	College Hill Parking	Resurfacing	Preliminary Design	TBD	Engineering Division
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Design	TBD	Shive Hattery
Streets	RS-000-3243	2020 CFU Street Patching Project	Street and Sidewalk Repair	Completed	$367,039	Engineering Division/CFU

ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - JULY 2021

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	---------	CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Construction Underway	---------	New Aldea/Fehr Graham
SU-445-3021	Greenhill Village Estates	New Subdivision	Final Out Remains	---------	Nelson Construction & Development
MC-000-3011	River Place Addition	New Subdivision	Final Out Remains	---------	Kittrell/AECOM
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	---------	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	---------	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	---------	Shive Hattery Baker Construction
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	---------	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	---------	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	---------	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	---------	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	---------	Jim Sands/VJ
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	---------	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	---------	Skogman/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	---------	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	---------	BNKD Inc./CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	---------	Panther Farms/CGA
SU-182-5722	Panther West - 1st Addition	New Subdivision	Preliminary Plat	---------	Panther Farms/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat	---------	ISG
TBD	West Village Townhomes	New Subdivision	Preliminary Plat	---------	Panther Farms/CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Preliminary Plat	---------	CGA

ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - JULY 2021

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Community Bank and Trust	312 W. 1st Street	Approved	Approved	VJ Engineering	Active
Creekside Condos	----------	Under Review	Under Review	Fehr Graham Engineering	Under Review
Immanuel Lutheran Church	4820 Oster Pkwy	Approved	Approved	ISG	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	----------	Under Review	Under Review	City of Cedar Falls	Under Review
Strickler Properties Development Drive Warehouse	Development Drive	Approved	Approved	CGA	Active
Trinity Bible Church Addition	125 Orchard Drive	Approved	Approved	VJ Engineering	Active
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	Active
Tidal Wave	416 Brandilynn	Approved	Approved	MMS	Active
Prairie Life Storage Center	1600 Development Drive	Approved	Approved	Fehr Graham Engineering	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Axiom	Active
Aldi's Grocery Store	Brandilynn Boulevard	Under Review	Approved	Fehr Graham Engineering	Under Review

Department of Public Works
Operations and Maintenance Division
Monthly Report for July 2021

Streets Section:

- Removed ash trees along recreation trail at Birdsall Park
- Street sweeping and pothole repair operations took place on residential streets
- Performed sidewalk repairs in several locations including College Hill street scape to reduce trip hazards
- Repaired road depression in the 1700 block of Main St.
- Repaired sub drain line on Venture Way.
- Performed ditch maintenance and bio cell maintenance.

Traffic Operations:

- 35 traffic control signs were repaired or replaced
- 9 upgrades were made to signalized intersections
- Performed 18 One Call locates at signalized intersections
- Replaced wire at 18th & Main for surveillance camera
- Completed all white line painting on city streets
- Completed painting of physically challenged parking stalls throughout the city

Fleet Maintenance:

- 1,205 transactions were recorded through the City's fuel dispensing sites
- Used 15,500 gallons of fuel (7,428 ethanol, 8,702 diesel)
- 121 work orders were processed through the fleet section for the month
- Took possession of the City's first fully electric turf mower

Public Buildings:

- Worked with new janitorial supply vendor to get set up.
- Prepared proposal request for janitorial services
- Repaired and upgraded emergency lighting at the Library

Parks:

- Graded and reestablished play surface at Seerley Park, Holmes Park and Orchard Hill Park playgrounds
- Refurbished shelters at Island Park
- Continued stump grinding operations on City Right of Way
- Performed extensive watering of newly planted trees during the period of dry weather
- Trimmed overgrowth along recreation trails and on City Right of Way

Cemetery:

- Performed thirteen (13) interments – Four (4) Saturday services
- Four (4) spaces sold in Greenwood Cemetery, one (1) in Hillside Cemetery

Refuse:

- 682 tons of residential solid waste was collected. Total of 744 three yard container dumps were recorded. Crews responded to 120 residential bulk item collections
- Crews collected 65.5 tons of yard waste from curbside cart collection
- The Transfer Station hauled 74 loads of solid wasted to the Black Hawk County Landfill totaling 1,040 tons.
- A total of 134.5 tons of household recyclable material was collected during the month
- 79.5 tons of scrap, tires, appliances and electronic recyclables was collected.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - JULY 2021

PLANT OPERATIONS

Plant performance was good for July, meeting all required permit effluent limits.

An annual diffuser performance report is due each year by August 1. This includes performing a dye test by staff of our diffuser. The dye test conducted last October was submitted as part of this report in July. Changes in the river may require adjustments in the number and location of the open ports in the future. The USGS conducts a bathymetric test annually to give river depths and flows. This test will be conducted in the coming months and help determine what changes in the discharge ports may be needed.

PROJECTS

Following up on the installation of new distribution arms on our first stage trickling filters in June, a manufacturer's representative was on-site for final adjustments to gain as much treatment as possible with this stage.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

All pretreatment industries are required to submit biannual compliance reports by the 25th of July each year. All industries required to submit this report did so and no violations were noted.

BIOSOLIDS

We were able to haul 220,000 gallons of liquid biosolids to the City owned farm field in July. Another 154,000 gallons were processed through our belt filter press system for application later.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 504 requests for utility locates in construction areas for the Iowa One Call system. Of those, 122 were pertinent and required a sewer line to be located.

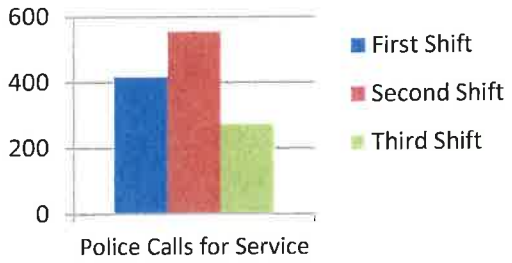
We received two calls regarding sewer problems, neither involved an issue in the City's main. There were two after hours lift station alarms in July with only minor issues that were solved quickly.

Crews were able to do clean just 8,800 feet (1.7 miles) of sanitary sewer lines. This brings our annual total to 12.8 miles. Our annual goal is to clean at least forty miles.

DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JULY 2021

CEDAR FALLS POLICE

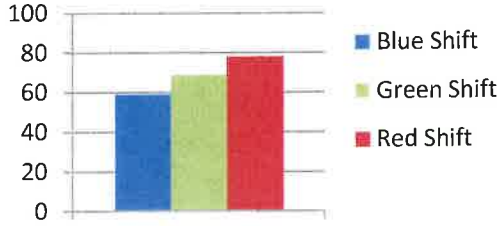
Police Statistics	First Shift	Second Shift	Third Shift
Calls for Service	416	554	274
Traffic Stops	111	198	156
Arrests	3	31	31
Accidents	26	26	16



Police Calls for Service

CEDAR FALLS FIRE

Fire Statistics	Blue Shift	Green Shift	Red Shift
Calls for Service	59	69	78
Fire	5	2	1
Rescue/Medical	36	48	53
Service Call	3	2	9
Good Intent	8	6	5
False Alarm/Call	7	8	8
Hazardous Condition	0	3	2



Fire Calls for Service

POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Group A Serious Crimes	82	116	147	103	110	79	127					
Group B Other Crimes	44	53	89	80	52	48	55					
Traffic Accidents	91	169	59	61	69	92	68					
Other Calls	1645	1262	1393	1448	1362	1432	1432					
CFS Totals	1862	1600	1688	1692	1593	1651	1682					

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Group A Serious Crimes	1366	1570	1468	1469	1702	1467	1437	1407	
Group B Other Crimes	763	620	674	579	613	683	661	565	
Traffic Accidents	782	708	734	790	720	774	613	228	
Other Calls	18,958	15,421	13,828	12,573	13,244	13,936	14,819	14,590	
CFS Totals	21,869	18,319	16,704	15,411	16,279	16,860	17,530	16,790	

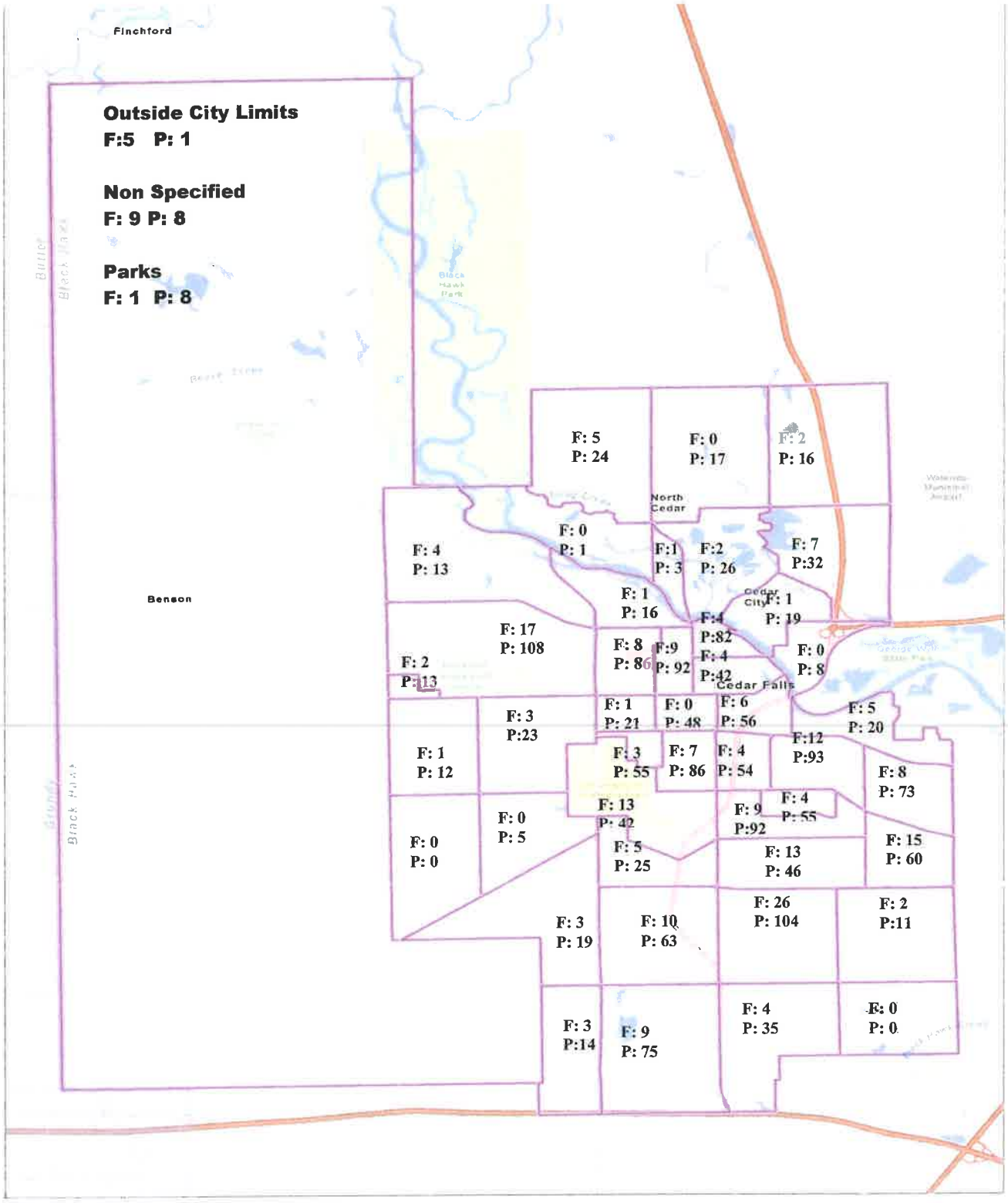
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Medical & Rescue	124	105	113	104	122	133	137					
Cancelled, False Alarms, Good Intent	41	29	35	25	41	44	42					
Fire, Heat, Hazard, Weather Related & Other	20	22	22	32	35	27	27					
Totals	185	156	170	161	198	204	206					

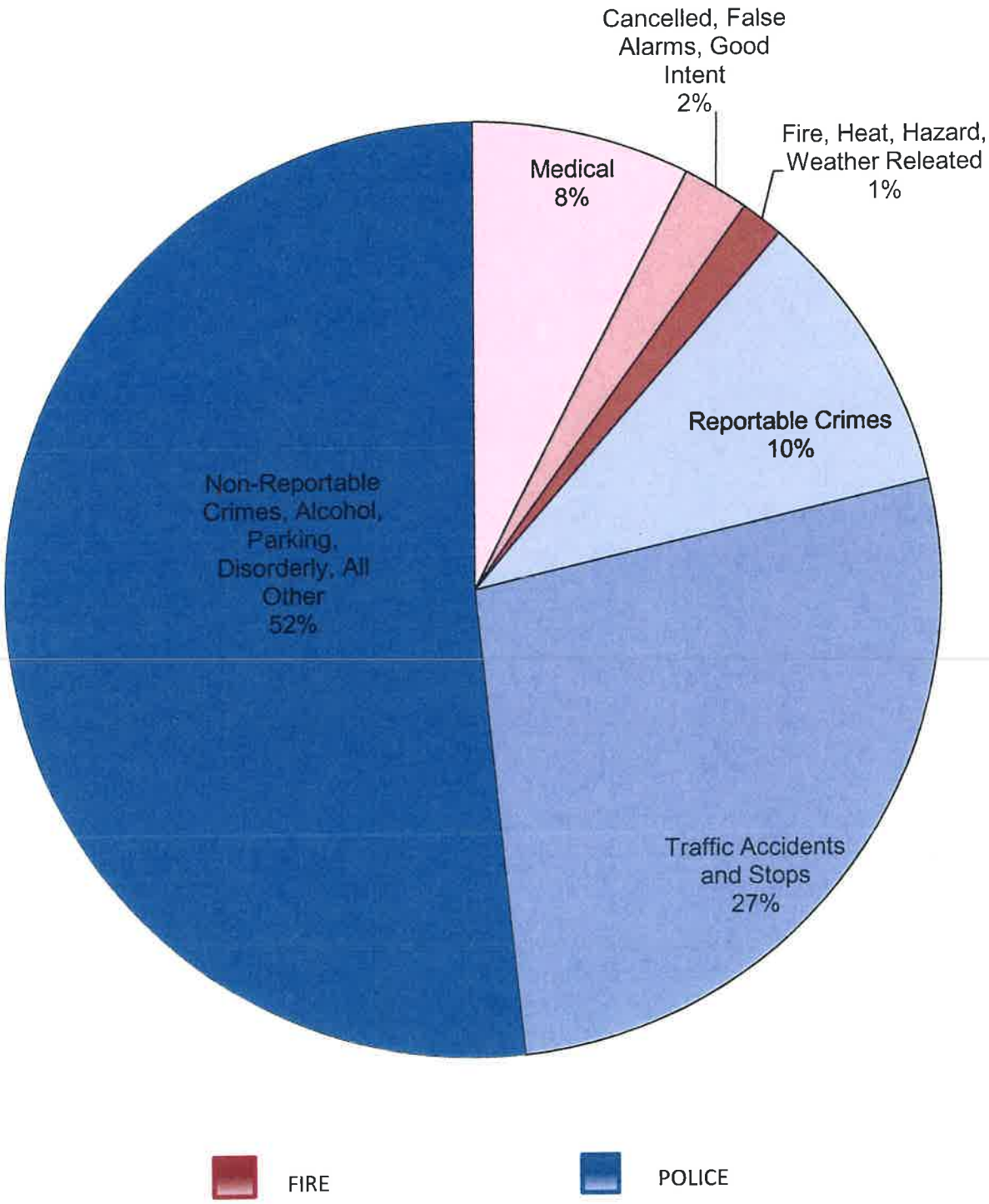
Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Non-Medical CFS	1052	948	840	911	900	772	841	783	
Rescue / EMS Related	1049	1051	1367	1570	1437	1022	1272	1328	
Totals	2101	1999	2207	2481	2337	1794	2113	2111	

POLICE STATISTICS:	July 2021	Total 2021
Group A Crimes		
Kidnapping/Abduction	0	0
Forcible Rape/Sodomy/Fondling	2	21
Robbery	0	0
Assault	15	80
Arson	0	1
Extortion/Blackmail	0	3
Burglary/B&E	14	61
Theft	62	323
Motor Vehicle Theft	5	20
Counterfeit/Forgery	4	22
Fraud	6	62
Stolen Property	2	8
Vandalism	9	75
Drug Offenses	7	80
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	1
Weapon Law Violation	1	8
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	6	24
Driving Under Influence	12	73
Drunkeness	9	102
Non-Violent Family Offense	1	3
Liquor Law Violation	0	27
Runaway	1	7
Trespassing	5	15
All Other Offenses	21	170
Group A Total:	127	764
Group B Total:	55	421
Total Reported Crimes:	182	1,185
Traffic Accidents		
Fatality	0	0
Personal Injury	0	9
Hit and Run	0	22
Property Damage	68	136
Parked Vehicle	0	1
Total reported Accidents	68	168
Driving Offenses		
Driving While License Barred	1	3
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Eluding	0	9
Total Driving Offenses	1	18
Alcohol/Tobacco Violations	0	103
Calls for Service	1,682	11,768
Total Arrests	66	517

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (July)



BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Bani's
c/o Cedar Star, Inc.
2128 College Street
Cedar Falls, IA 50613

ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT

ON this _____ day of _____, 2021, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

_____
Robert M. Green, Mayor
City of Cedar Falls, Iowa

IN RE:
Bani's
c/o Cedar Star, Inc.
2128 College Street
Cedar Falls, IA 50613

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for $300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

Bani's Inc. c/o Cedar Star, Inc.

By: Riffat Wahidy Ravahiely

Date: 08-16-21

CITY OF CEDAR FALLS, IOWA

By: _____

Date: _____

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the "City of Cedar Falls", should be returned to: Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.

DEPARTMENT OF ADMINISTRATIVE SERVICES

July 30, 2021

Bani's
c/o Cedar Star, Inc.
2128 College Street
Cedar Falls, IA 50613

RE: 1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of $300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Luke C. Jenson
Assistant City Attorney

IN RE:
Bani's
c/o Cedar Star, Inc.
2128 College Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."

2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars ($300.00) for a first violation of Iowa Code Section 453A.2(1).

3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.

4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00) against Cedar Star, Inc. d/b/a Bani's.

Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
Cedar Star, Inc. d/b/a Bani's
2128 College Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

Jacque Danielsen
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613

EXHIBIT
A

Grid 9-9-9041 582

IOWA UNIFORM CITATION AND COMPLAINT

☒ State of Iowa
☐ County of BLACK HAWK
☐ City of: CEDAR FALLS

CF 168974

In the Court at: City Hall, Western Street, Cedar Falls
☒ Court House, 4th St., Waterloo

vs:
Name Cummings Heather Marie
Address 715 W 20th St.
City Cedar Falls State IA Zip 50613
DL# 730XX1386 State IA
DL Class C DL End — DL Rest — DL/State ID Viewed? Yes ☑ No ☐
DOB 08/23/80 Race W Ethn. N Sex F Ht. 5'00" Wt. 100

The undersigned states that on or about 01/27/2021 at 1750 ☐ AM ☐ PM defendant did unlawfully:

Operate Motor Veh./Boat (describe)
CDL Req? Yes ☐ No ☐ Pass End Req? Yes ☐ No ☐ HazMat End Req. ☐ Yes ☐ No
Reg. # State Year US DOT #
Upon a public highway at 2128 College St. (Bonis)
Located in the county and state aforesaid and did then and there commit the following offense:

☒ Sched. Violation 135
Original Surcharge $ 20.25
Court Costs $ 55
Total Fine Costs $ 210.25

Reason:
☐ Serious PI ☐ Fatal Accident
☐ Civil Damage Assessment ☐ Other

VIOLATION Employee providing tobacco to minor

Speed in Zone Sec. 453A.2(1) 2021 IA Code
DATA CODE Fed/Adm Code C.F. Ord. 1990 Sec.

Dated 01/27/21 [signature] RA150

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on
03/08/2021 at 0900 ☒ AM ☐ PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued.

1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation.

287.88

Heather Cummings

Item 12.

IOWA JUDICIAL BRANCH — Administering justice under the law equally to all persons — ELECTRONIC FILING

Case Number: STA0203828 Case Title: STATE vs. CUMMINGS, HEATHER M

Opened: 02-02-2021
County: Black Hawk
Case Type: Scheduled Traffic - State Judge:
Prayer Amount: $.00

Show/Hide Participants

Plaintiff[s]	Counsel of Record
STATE OF IOWA IA	

Defendant[s]	Counsel of Record
HEATHER M CUMMINGS 715 W 20TH ST CEDAR FALLS, IA 50613-0000	

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Case History
02-02-2021 11:10:00 AM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-02-2021 11:10:00 AM Court	TRAFFIC TICKET FILING TRAFFIC TICKET FILING Filed by: Court

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Casey's General Store #1887
c/o Casey's Marketing Company
P.O. Box 3001
Ankeny, IA 50021

ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT

ON this _____ day of _____, 2021, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

_____
Robert M. Green, Mayor
City of Cedar Falls, Iowa

IN RE:
Casey's General Store #1887
c/o Casey's Marketing Company
P.O. Box 3001
Ankeny, IA 50021

ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for $300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

CASEY'S MARKETING COMPANY d/b/a CASEY'S GENERAL STORE #1887

DocuSigned by:
By: Amy M. Costello
Amy M. Costello, Assistant General Counsel

Date: 8/19/2021

CITY OF CEDAR FALLS, IOWA

By: Luke Jenson

Date: 8/30/2021

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the "City of Cedar Falls", should be returned to: Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.

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

August 4, 2021

Casey's General Store #1887
c/o Casey's Marketing Company
P.O. Box 3001
Ankeny, IA 50021

RE: 1/27/21 Tobacco Violation at 2425 Center Street, Cedar Falls, Iowa

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on September 20, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of $300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Luke C. Jenson
Assistant City Attorney

IN RE:
Casey's General Store #1887
c/o Casey's Marketing Company
P.O. Box 3001
Ankeny, IA 50021

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."

2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars ($300.00) for a first violation of Iowa Code Section 453A.2(1).

3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.

4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00) against Casey's Marketing Company d/b/a Casey's General Store #1887.

Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
Casey's General Store #1887
c/o Casey's Marketing Company
P.O. Box 3001
Ankeny, IA 50021

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

Jacque Danielsen
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613

2-2-2021 SN1 STA0203027

IOWA UNIFORM CITATION AND COMPLAINT

EXHIBIT A

PLAINTIFF:
☒ State of Iowa
☐ County of BLACK HAWK
☐ City of CEDAR FALLS
In the Court at ☐ City Hall, 20 [illegible] Street, Cedar Falls
☒ Court House, 316 E. 5th St., Waterloo

CF 150976

vs.
Name Dalton Cody Alan
Address 7519 Streeter Rd.
City Cedar Falls State IA Zip 50613
SS/DL# 402AF1442 State IA DL Class O
DL Endorsement — DL Restriction —
DOB 03/21/95 W M 5'07"
The undersigned states that on or about 1/27/21 at 1939 ☐ AM ☐ PM defendant did unlawfully:
Operate Motor Veh./Boat (describe)
Reg. # State Year
Upon a public highway at 2425 Center St.
Located in the county and state aforesaid and did then and there commit the following offense:
☒ Traffic ☐ Navigation ☐ Snowmobile/ATV ☐ Fish-Game ☐ Parks

☒ Scheduled Vehicle $ 135
Surcharge $ 20.25
Court Costs $ 55
Total Fine/Costs $ 210.25

☐ Court Appearance Required (505.10) Reason
☐ [illegible]
☐ Road Construction Zone
☐ Accident ☐ PI ☐ PD ☐ F

Do Not Write In This Space

VIOLATION Employee providing tobacco to minor
Speed In Zone DATA CODE
In Violation of:
2021 IA Code Sec. 453A2(1) CF Ord. 1990 Sec.
I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct
Dated 1/27/21 [signature] RA150

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above-named court on 03/08/21 at 0900 ☒ AM ☐ PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

My signature below is not a plea of guilty, but acknowledges all of the following:
1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
2. I promise to appear in said court at said time and place, or I will comply with the provision on the reverse side of the citation.
The following applies to simple misdemeanors only:
3. I hereby give my unsecured appearance bond in the amount of 287.88 dollars and enter my written appearance. I agree that if I fail to appear in person or by counsel to defend against the offense charged in this citation, the court is authorized to enter a conviction and render judgment against me for the amount of my appearance bond in satisfaction of the penalty and surcharge plus court cost.

* Cody Dalton

MP 0626584

IOWA JUDICIAL BRANCH
Administering justice under the law equally to all persons.
ELECTRONIC FILING

Case Number: STA0203827 Case Title: STATE vs. DALTON, CODY ALAN

Opened: 02-02-2021
County: Black Hawk
Case Type: Scheduled Traffic - State Judge:
Prayer Amount: $.00

⊟ Show/Hide Participants

Plaintiff[s]	Counsel of Record
STATE OF IOWA IA	

Defendant[s]	Counsel of Record
CODY ALAN DALTON 7519 STREETER RD CEDAR FALLS, IA 50613	

⊟ Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Case History
03-23-2021 12:38:00 AM Court	COMPUTER GENERATED NOTICE Filed by: Court
03-21-2021 09:15:07 PM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-02-2021 11:06:00 AM Court	TRAFFIC TICKET FILING TRAFFIC TICKET FILING Filed by: Court

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Sardar, LLC
d/b/a Prime Mart
2728 Center Street
Cedar Falls, IA 50613

ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT

ON this _____ day of _____, 2021, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Robert M. Green, Mayor
City of Cedar Falls, Iowa

IN RE:
Sardar, LLC
d/b/a Prime Mart
2728 Center Street
Cedar Falls, IA 50613

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for $300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

SARDAR, LLC d/b/a PRIME MART

By: Tami Blackledge

Date: 8/16/2021

CITY OF CEDAR FALLS, IOWA

By: _____

Date: _____

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the "City of Cedar Falls", should be returned to: Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.

DEPARTMENT OF ADMINISTRATIVE SERVICES
CITY HALL, CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126

July 30, 2021

Sardar, LLC
2728 Center Street
Cedar Falls, IA 50613

RE: Prime Mart, 2728 Center Street, Cedar Falls, Iowa
1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of $300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Luke C. Jenson
Assistant City Attorney

IN RE:
Sardar, LLC
d/b/a Prime Mart
2728 Center Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."

2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars ($300.00) for a first violation of Iowa Code Section 453A.2(1).

3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.

4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars ($300.00) against Sardar, LLC d/b/a Prime Mart.

Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
Sardar, LLC d/b/a Prime Mart
2728 Center Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

Jacque Danielsen
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613

IOWA UNIFORM CITATION AND COMPLAINT

5N1

PLAINTIFF

☒ State of Iowa

☐ County of BLACK HAWK

☐ City of CEDAR FALLS

City Hall, 220 Clay Street, Cedar Falls

Court House, 316 E. 5th St., Waterloo

CF 150977

EXHIBIT

A

tabbies

vs.

Name Geerts Paige Madison

Address 1621 Woodmayr Dr

City Waterloo State IA Zip 50703

SS/DL# 718AJ0542 State IA DL Class O

DL Endorsement — DL Restriction —

DOB 9 / 16 / 98 W F 515 —

The undersigned states that on or about 1 / 27 / 21 at 1945 ☐ AM ☒ PM defendant did unlawfully:

Operate Motor Veh./Boat (describe) _____

Reg. # _____ State _____ Year _____

Upon a public highway at 22728 Center St.

Located in the county and state aforesaid and did then and there commit the following offense

☐ Traffic ☐ Navigation ☐ Snowmobile/ATV ☐ Fish-Game ☐ Parks

X $ 135

Surcharge $ 20.25

Court Costs $ 55

Total Fine Cost $ 210.25

☐ Road Construction Zone

☐ Accident ☐ PI ☐ PD ☐ I

Do Not Write In This Space

VIOLATION employee providing tobacco to minor

Speed _____ In _____ Zone DATA CODE _____

In Violation of:

20 21 IA Code Sec. 453A.2(1) CF Ord. 1990 Sec. _____

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Dated 1 / 27 / 21 [signature] GA130

If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

03 / 06 / 21 0900 ☒ AM ☐ PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an appropriate misdemeanor.

My signature below is not a plea of guilty, but acknowledges all of the following:

1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.

2. I promise to appear in court at the time and place of [illegible] with the provisions on the reverse side of this citation.

The following [illegible] 287.88

3. [illegible]

[signature]

IOWA JUDICIAL BRANCH ELECTRONIC FILING
Administering justice under the law equally to all persons

Case Number: STA0203832 Case Title: STATE vs. GEERTS, PAIGE M

Opened: 02-02-2021
County: Black Hawk
Case Type: Scheduled Traffic - State Judge:
Prayer Amount: $.00

⊟ Show/Hide Participants

Plaintiff(s)	Counsel of Record
STATE OF IOWA	
IA	

Defendant(s)	Counsel of Record
PAIGE M GEERTS 1621 WOODMAYR DR WATERLOO, IA 50703 business: (319) 233-3410	

⊟ Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Case History
03/08/2021 10:07:57 AM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-02-2021 11:26:38 AM Court	TRAFFIC TICKET FILING TRAFFIC TICKET FILING Filed by: Court

DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers

From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief

Date: August 30, 2021

Re: Beer/Liquor License Applications

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

Name of Applicants:

a) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.

b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.

c) Blue Room, 201 Main Street, Class C liquor - renewal.

d) Wilbo, 118 Main Street, Class C liquor - renewal.

e) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.

MAYOR ROBERT M. GREEN

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

MEMORANDUM

Office of the Mayor

FROM: Mayor Robert M. Green

TO: City Council

DATE: August 16, 2021

SUBJECT: **City Multi-Hazard Emergency Operations Plan for Approval**

1. The City of Cedar Falls maintains an Emergency Operations Plan (EOP) to define general roles and responsibilities in the event of a major emergency in the city's jurisdiction. The Code of Ordinances specifically notes in Sections 2-188 and 2-219 that the Mayor and Administrator will carry out emergency response as directed by the EOP.

2. During the past six months I have worked with the city administrator, directors, Black Hawk County Emergency Management Coordinator, and other stakeholders to overhaul the EOP to better comply with the guidelines of the National Incident Management System (NIMS) and Incident Command System (ICS).

3. Significant changes to this document from the previous 2015 edition are:

   a. Reformatted the entire document for easier readability, including page numbering.

   b. Added the position of Administrator and delegated certain responsibilities to this role.

   c. Changed the name of the policymaking group from the "Emergency Operations Group" to the "Multiagency Coordination Group" (MAC Group) to use NIMS terminology.

   d. Added Cyberattack as a new incident annex, in light of emerging ransomware attacks.

   e. Specified certain actions and responsibilities which, by state law, only the Senior Official (the Mayor) may undertake.

   f. Designated the City Emergency Operations Center (EOC) to use a departmental structure, with representatives of each city department staffing the EOC.

4. The EOP notes that a review of EOP policies and procedures should occur annually to keep the document from becoming out-of-date. The EOP will be revisited annually going forward.

XC: City Administrator
City Directors

###

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DISTRIBUTION LIST

Copy	Assigned To	Copy	Assigned To
1	Mayor	**11**	UNI Director of Public Safety
2	City Administrator	**12**	BHC Emergency Management Coordinator
3	Director of Public Safety Services	**13**	Black Hawk County Sheriff
4	Director of Community Development	**14**	CFU General Manager
5	Director of Finance & Business Operations	**15**	Mayor Pro-Tem
6	Director of Public Works	**16**	
7	Police Chief	**17**	
8	Fire Chief	**18**	
9	City Communications Specialist	**19**	
10	City Clerk	**20**	

RECORD OF CHANGES

Change Number	Date of Change	Date Entered	Change Made By Resolution
1	09/26/2005	09/26/2005	Resolution # 14,776
2	08/18/2008	08/18/2008	Resolution #16,064
3	02/23/2009	02/23/2009	Resolution #16,352
4	08/03/2015	08/03/2015	Resolution #19,649
5	09/07/2021	09/07/2021	Resolution #

GENERAL REFERENCES

1. Black Hawk County Emergency Support Functions (ESF) (BHCIAEMA)
2. Cedar Falls Flood Procedures Manual (City of Cedar Falls)
3. National Emergency Management System Manual (FEMA, October 2017)
4. Iowa Emergency Response Plan (IHSEMD, October 2010)
5. Introduction to Homeland Security and Emergency Management for Elected Officials (IHSEMD, 2019)
6. Agreement for Mutual Aid Fire Protection in and Surrounding Black Hawk County, Iowa (2004)
7. Iowa Code, Chapter 29C – Emergency Management and Security

BASIC PLAN

I. Purpose

A. The purpose of this plan is to enhance the ability of the City of Cedar Falls, Iowa to:

1. Identify hazards which will impact the safety, health or lives of the citizens or property in the community.
2. Reduce vulnerability or avoid potential disasters.
3. Coordinate response to emergencies/disasters.
4. Establish capabilities to protect citizens and property from the effects of disasters.
5. Ensure the continuity of government and preserve records.
6. Provide for the care of survivors.
7. Provide for the recovery and return to normal life after an emergency/disaster.
8. Repair essential facilities and utilities.
9. Support other areas in the county affected by disaster when possible.
10. Support and assist in areas outside the county when possible.

B. This plan provides a link to procedures that will be used by county and local governments, and is designed to be used in conjunction with:

1. The Black Hawk County Multi-Hazard Emergency Operations Plan (EOP).
2. SOPs/SOGs prepared by local emergency response agencies.
3. Emergency Action Plans and Contingency Plans prepared by public and private sector organizations and facilities.

II. Situation and Assumptions.

A. Several types of hazards including tornadoes, floods, winter storms and other forms of a natural disaster pose a threat to the lives, property or environment in Black Hawk County. Technological hazards include transportation accidents such as train or plane accidents or the major accidental release of a hazardous material.

B. Outside assistance from adjacent and higher levels of government, and non-government organizations may be available under localized emergency conditions. However, it is assumed that during widespread disasters affecting large areas of the

state or nation, outside aid could be severely limited or unavailable for long periods of time. In either case, the immediate, lifesaving aid must come from the jurisdictions affected.

C. The City of Cedar Falls has capabilities which, if effectively used in the event of any emergency, would maximize the survivability of life and property. These capabilities include the personnel, equipment, and skills of the city forces; the medical, health and allied professions; and other non-government professions and groups. Finally, they include knowledge of survival actions possessed by the population.

D. It is assumed that in anticipation of some natural disasters or civil disturbance situations, the city government may be able to take actions that could further increase capabilities.

E. The City of Cedar Falls has a significant elderly and disabled population that requires extra planning and consideration in times of disaster.

~~F. The city's Emergency Operations Center (EOC) will be located at City Hall.~~

~~G.~~F. It is assumed any event will be coordinated per this plan.

~~H.~~G. This plan assumed that the County Emergency Management Coordinator does not participate directly in the emergency operations of the city until specifically requested or if county resources are required. Then it is assumed the County Emergency Management Coordinator implements the County Plan.

~~I.~~H. It is assumed that people will provide their own transportation in case of an evacuation. If transportation is needed, specific requests must be made early in the incident for county resources to provide buses or other forms of transportation.

III. Concept of Operations.

A. As a general rule, county officials will be primarily responsible for carryout and emergency functions outside city limits and city officials will have the corresponding responsibility within their city limits. Exceptions are organizations such as fire departments, schools, and medical facilities whose geographical boundaries do not coincide with corporate limits.

B. City officials have primary responsibility for disasters which take place in the jurisdiction. They will activate the appropriate agencies/personnel to deal with the disaster. The ~~Mayor or designated official~~Director of Public Safety Services is responsible for coordinating the response of agencies/personnel and coordinating the response with county officials if county assistance is necessary.

1. Actions that the city and county should consider when this plan is activated.

a) City agencies assess the nature and scope of the emergency or disaster.

b) If the situation can be handled locally, do so using the procedures in this plan, as appropriate:

(1) The ~~City of Cedar Falls Mayor~~ Mayor, with the support of the Multiagency Coordination Group (MAC Group) ~~or designated official~~ coordinates all emergency response actions.

(2) The ~~City of Cedar Falls~~ Mayor ~~or designated official~~ declares a local state of emergency and notifies the Black Hawk County Emergency Management Coordinator of this action and issues directives as to travel restrictions on local roads and protective actions if necessary.

~~(3) Forward the local state of emergency declaration to the Black Hawk County Emergency Management Agency.~~

~~(4)~~(3) City emergency response officials/agencies respond according to the checklists outlined in the ~~Attachments A - J of the Functional Annex~~Support Annexes of this EOP.

~~(5)~~(4) The ~~Mayor or designated official~~City Administrator directs departments, agencies and personnel to respond to the situation.

~~(6) The Mayor or designated official~~Director of Public Safety Services

~~(7)~~(5) ~~Notify~~ The Mayor shall notify the public of the situation and appropriate actions to take.

~~(8)~~(6) The Mayor shall k~~K~~eep county officials informed of the situation and actions taken.

2. If city resources become exhausted or if special resources are required, the Mayor shall request county assistance through the County Emergency Management Agency.

a) If assistance is requested, the County Emergency Management Coordinator assesses the situation and makes recommendations.

b) The County Emergency Management Coordinator has the ability to:

(1) Activate the County Emergency Operations Center.

(2) Implement the County Emergency Operations Plan.

(3) Respond with county resources as requested and available.

(4) Activate mutual aid agreements.

(5) Coordinate available county resources with city/town resources.

(6) Notify Iowa Department of Homeland Security and Emergency Management.

(7) Initiate the Damage Assessment process.

(8) Assist city/town with prioritizing and allocating resources.

3. If city and county resources are exhausted, the County Emergency Management Coordinator can request state assistance through the ~~State Emergency Management Division, Office of Homeland Security.~~Iowa Department of Homeland Security and Emergency Management (IHSEMD).

a) If state assistance is requested, the Emergency Management Division Administrator, County Emergency Management Coordinator, and the Mayor will assess the disaster or emergency situation and recommend that personnel, services and equipment be made available for response, mitigation or recovery.

b) The State ~~Administrator of~~Director of Homeland Security and Emergency Management notifies the Governor and makes recommendations.

c) If state assistance is granted, procedures will be followed as stated in the Iowa Emergency Plan and the County EOP.

4. Operation Policies.

a) Within city limits, city officials will be responsible for the direction and control of emergency operations, and will utilize the regular, auxiliary, or volunteer resources of city government. They will also be responsible for coordinating with others to provide for those emergency operations not within the capabilities of city government forces.

(Refer to ~~Attachments A - J of~~ the Functional Annexes for emergency responsibilities of key officials in this jurisdiction.)

b) Within county boundaries but exclusive of incorporated cities, county officials will be responsible for direction and control of emergency operations, and will utilize the regular, auxiliary, or volunteer resources of county government. They will also be responsible for coordinating with others to provide for those emergency operations not within the capabilities of county government forces.

c) In an emergency affecting more than one political jurisdiction, officials of all jurisdictions involved will coordinate their services to the maximum extent possible.

d) Each agency, department, or service government shall provide for the maintenance of records during an emergency. These records should include man-hours, equipment hours, supplies and materials consumed, injuries to personnel, and damage to public facilities and equipment.

5. Lines of succession.

a) The following lines of succession have been established:

(1) Mayor

(2) Mayor Pro-Tem

(3) Most senior member of Council

(4) Council Chair of Administration Committee

IV. Organization/Responsibilities.

A. Incident management framework.

1. In responding to any emergency or disaster situation within City of Cedar Falls, emergency response agencies, (e.g., Fire Services, Law Enforcement, EMS) will establish and use incident management to effectively organize and integrate multiple disciplines into one multi-functional organization. The City of Cedar Falls will utilize the Incident Command System, and National Incident Management System, as outlined by the Office of Homeland Security.

a) As illustrated in Chart 1, incident management is comprised of five functions: command, operations, planning, logistics and finance.

b) The Incident Commander is responsible for ensuring that all functions are effectively coordinated to fulfill the established objectives that were developed for the emergency at hand, and has command and control authority over all on-scene operations.

c) Establishing incident management.

(1) The ranking individual on the first emergency response unit (e.g., Fire Services, Law Enforcement, EMS) to arrive on-scene will establish incident management and assume command as per their organization's SOPs/SOGs.

(2) As additional emergency response units arrive on-scene, command:

(a) Will be transferred to the agency having primary jurisdiction of the situation (e.g., Fire Services, Law Enforcement, EMS).

(b) Passed up the lead organization's chain of command.

(3) Unified command will be established for situations that involve multiple jurisdictions and/or agencies.

B. Senior Official (Mayor)

1. The Senior Official is responsible for:[1]

a) Ensuring the safety of citizens and the protection of property.

b) Ensuring the continuity of government.

c) Activating specific legal authorities (disaster declarations, evacuations, state of emergency, or other protective actions).

d) Delegating authority for incident command to an Incident Commander (IC) or Unified Command (UC).

e) Coordinating with the Public Information Officer (PIO) to keep the media and public informed.

f) Requesting assistance from State agencies through the EOC.

g) Resolving any resource allocation conflicts.

h) Coordinating with other Senior Officials and whole community partners.

i) Participating in a Multiagency Coordination Group (MAC Group).

~~B.~~C. ~~Emergency Operations Group (EOC).~~Multiagency Coordination Group (MAC Group)

1. In a major emergency or disaster~~,~~ that cannot be managed solely by the ~~on-scene incident commander~~Incident Commander, ~~t~~the ~~mayor or designated official will alert~~Mayor will activate the city ~~Emergency Operations Group~~MAC Group.~~, through the Police Community Service Officer, and request key officials to meet at the designated EOC.~~

a) The ~~Emergency Operations Group~~ MAC Group will consist of the:

[1] FEMA NIMS Coordination: MAC Groups and the Joint Information System, Visual 5.13

(1) Mayor.

~~(1)~~(2) City Administrator

~~(2)~~(3) Police Chief.

~~(3)~~(4) Fire Chief.

~~(4)~~(5) ~~Director of Administrative Services.~~Director of Public Safety Services

~~(5)~~(6) ~~Public Works Director.~~Director of Community Development

~~(6)~~(7) ~~Director of Developmental Services.~~Director of Public Works

~~(7)~~(8) ~~Director of Human and Leisure Services.~~Director of Finance and Business Operations

~~(8)~~(9) City Clerk.

(10) City Attorney.

~~(9)~~(11) Other relevant executive–level leadership and high-level subject matter experts as required by the situation and as determined by the MAC Group. These may include executives from Cedar Falls Utilities, the University of Northern Iowa, the Cedar Falls Community Schools District, and the American Red Cross.

~~(Refer to Plan Attachment A1 - Emergency Operations Group Alerting List.)~~

2. As illustrated by the following chart, the ~~Emergency Operations Group~~ MAC Group will ~~make~~ collaborate on major policy decisions, and coordinate and support all actions necessary to meet the needs of on-scene operations, the general public and the overall response effort.

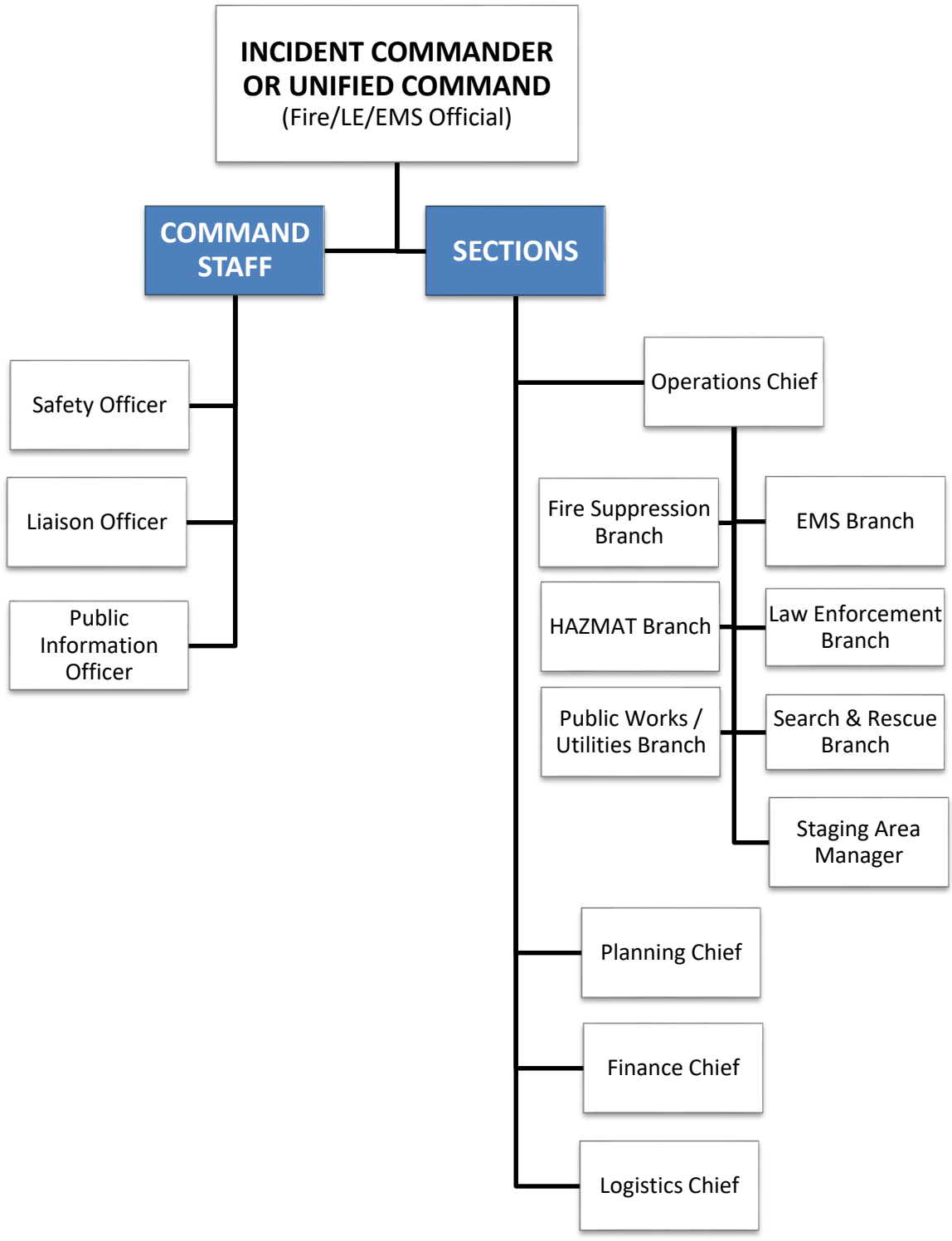

Chart 1: Incident management chart showing functional sections and common operational branches. In an actual emergency, only those positions required by the magnitude of the situation will be used. For more information about these positions and their responsibilities, please refer to NIMS/ICS instructions.

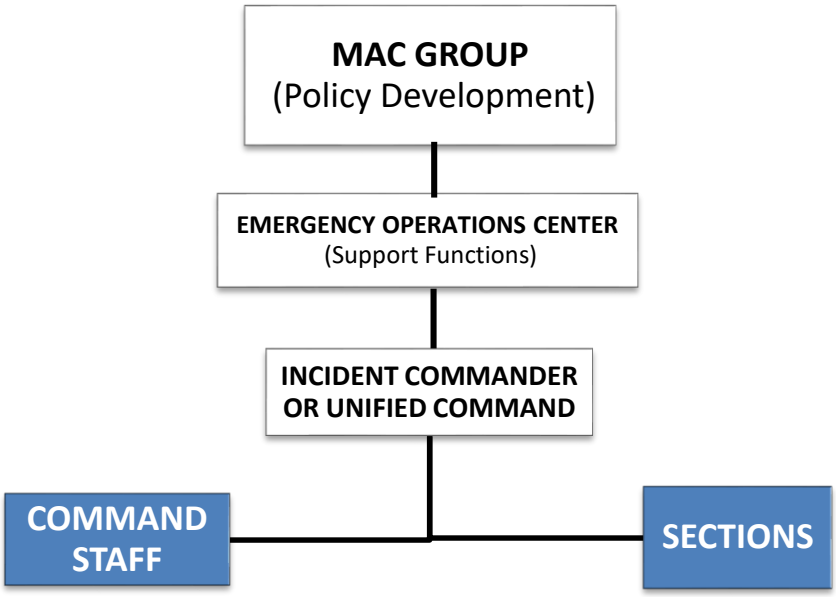

Chart 2: Relationship between EOC emergency management functions and on-scene incident management operations.

The ~~Emergency Operations Group (EOC)~~MAC Group makes major policy decisions, and coordinates and supports all actions necessary to meet the needs of on-scene operations, the general public and the overall response effort while the Incident Commander is in command and control of on-scene emergency response operations. Although each situation is different, typically the Emergency Operations Center (EOC)~~Group~~ will provide overall coordination of mass evacuation/care operations, restoration of vital services and response and recovery operations in the aftermath of a major emergency or disaster.

Incident Commander	EOC Director and Staff
• Manage the incident at the scene. • Keep the EOC/MAC Group informed on all important matters pertaining to the incident.	• Support the Incident Commander and the MAC Group. • Provide Resources. • Plan for Resource Requirements. • Facilitate Situational Awareness.
Joint Information System	**MAC Group**
• Enable communication between incident personnel. • Provide critical information to the public.	• Provide the Incident Commander and the EOC staff with authority, mission strategic direction, and policy.

V. Administration and Logistics.

A. The Mayor ~~or designated official~~ may request support through the Black Hawk County Emergency Management ~~Coordinator~~Agency. The Coordinator coordinates the request with the ~~State Emergency Management Division~~Iowa Homeland Security and Emergency Management Department. The Department then requests a Governor's Proclamation of Disaster to activate state resources. City and county resources must be exhausted before a Governor's Proclamation of Disaster can be requested.

B. Support from federal and state agencies may be requested through the County Emergency Management Coordinator. The Coordinator coordinates the request with the ~~State Emergency Management Division~~Iowa Homeland Security and Emergency Management Department. The ~~Division~~ Department then requests a Governor's Proclamation of Disaster to activate State resources, which may include the Iowa State Patrol, Iowa National Guard, and Civil Air Patrol~~.~~

C. If local and state resources are exhausted, the Governor may request a Presidential Declaration to activate federal resources.

D. ~~State agencies and local government emergency responsibilities and~~ County-level support functions are described in ~~the Iowa Emergency Plan (1999).~~Black Hawk County Emergency Support Functions documents, which are maintained by the Black Hawk County Emergency Management Agency. ~~This plan is available in the County Emergency Management Coordinators Office.~~

VI. Plan Development and Maintenance.

~~A. The Mayor or designated official shall be responsible for exercising or testing, evaluating and revising and updating this plan and its supporting documents (SOG's).~~

~~B.~~A. ~~The Mayor may appoint necessary persons to assist in plan development and maintenance. This process should take place at least annually. The Fire Chief will~~ The Director of Public Safety Services shall ~~oversee~~ conduct an annual ~~reviews~~ review of Emergency Operations Plan and report to the City Council in writing regarding the EOP's suitability for continued use by March 1st of each year. If any changes are required, the EOP shall be re-approved by City Council resolution. ~~unless otherwise appointed by the Mayor~~.

~~C. The Mayor/Administrator/Manager is responsible for ensuring that after-action reviews of all exercises and major incidents are conducted.~~

B. The plan development and maintenance process is necessary to keep the plan from becoming outdated beyond usability, to continually refine the plan, and keep those responsible for implementing the plan familiar with its contents.

C. The EOP shall only general policy directives and guidance. Detailed tactical procedures shall be documented in departmental SOG's and SOP's; this includes information such as rosters, phone numbers, and other data which may change from year to year. This approach is intended eliminate the need for continual re-approvals of the EOP.

D. The City Administrator shall ensure that EOP-based physical and tabletop exercises are conducted by staff each year for continued staff familiarity with the plan.

E. The City Administrator shall ensure that after-action reviews of all exercises and major incidents are conducted to continually improve the emergency response capabilities of the City of Cedar Falls.

~~D.~~F. All superseded printed copies of the EOP shall be returned to the City Clerk for destruction; this will reduce the potential for confusion during an actual emergency.

SUPPORT ANNEX A: DIRECTION AND CONTROL

I. Mayor (Senior Official).

A. The Mayor is responsible for the overall ~~management of~~ governance of the City of Cedar Falls.

B. Emergency/disaster checklist.

1. Mayor ~~or designated official~~ should:

- ❑ Notify ~~other town officials.~~City Council members.
- ❑ Warn key facilities
- ❑ Authorize activation of sirens or other warning systems.
- ❑ If conditions warrant, report to the pre-designated meeting place at City Hall and notify the MAC Group ~~Emergency Operations Group~~ through the Police CSO.
- ❑ Establish and maintain communications with ~~on-scene~~the incident ~~C~~commander.

a) Activate the alerting list:

- ❑ Elected Officials.
- ❑ Representative of medical profession.
- ❑ Fire Chief.
- ❑ Representative for utility companies.
- ❑ Police Chief.
- ❑ ~~Public Works Director.~~
- ❑ City Clerk.
- ❑ ~~Public Information Officer.~~City Communications Specialist.
- ❑ Emergency Management Coordinator.
- ❑ City Department ~~Heads~~Directors.
- ❑ City Information Technology Manager

b) Ensure that:

- ❑ Those who have a part in the plan understand what they are to do (e.g., report to a pre-designated meeting place or do a specific task).
- ❑ The person designated to provide an initial damage assessment and casualty report has been activated.
- ❑ Initial disaster assessment information is conducted and relayed to the County Emergency Management Coordinator.

- ❑ The Public Information Officer (PIO) ~~and/~~or ~~designated person~~ City Communications Specialist is notified to provide information to the public and provide proper and accurate information to the media.
- ❑ All department/agency heads have begun to keep separate and accurate records of disaster-related expenditures and have logged their activities
- ❑ Evaluate available resources, including personnel. If deficiencies exist, take action to obtain the needed resources.
- ❑ Be prepared to issue a declaration of emergency. (Refer to attached Local Disaster Declaration, Appendix 3~~.~~)
- ❑ Determine whether or not county, state or federal assistance should be requested. *(City/town resources must be fully committed before county, state or federal assistance will be available. If assistance is requested, specify the type and amount of assistance needed.)*
- ❑ Appoint mass care coordinator or request the Red Cross Chapter.
- ❑ Appoint public health services coordinator.

II. ~~City Clerk~~City Administrator.

~~The City Clerk is responsible for their assigned activities.~~

A. Emergency/disaster checklist.

- ❑ ~~Report to the chief elected official of the town~~.
- ❑ Maintain records indicating city/town expenses incurred due to the disaster.
- ❑ Assist in the damage assessment process by:
  - ❑ Collecting damage assessment information and provide to County Emergency Management Coordinator.
  - ❑ Providing information regarding the dollar values of property damaged as a result of the disaster.
  - ❑ Providing information (name, telephone number, etc.) regarding the owners of the property which has been damaged/destroyed as a result of the disaster.

- ❑ Delegate authority to department directors to permit acquisition of equipment and supplies needed following a disaster.
- ❑ The ~~Finance Manager~~Controller/City Treasurer will assign department directors account numbers to which emergency expenditures may be charged.
- ❑ Contact the County Department of Human Services and coordinate needed services.
- ❑ Contact the City Attorney regarding any temporary contracts or legal advice regarding the emergency.
- ❑ Keep logs of city activities.

III. Multiagency Coordination Group (MAC Group).

A. MAC Groups are part of the off-site incident management structure of NIMS.

B. MAC Group members are typically agency stakeholders impacted by and with resources committed to the incident. The MAC Group may also include representatives from non-governmental organizations.

C. During an incident, the MAC Group will:

- ❑ Act as a policy-level body.
- ❑ Frame the overall response.
- ❑ Provide priorities to the Incident Commander and EOC.
- ❑ Establish Protocols.
- ❑ Establish Reporting Requirements for the Incident.
- ❑ Support resource allocation and prioritization.
- ❑ Make cooperative multi-agency / multi-departmental decisions.
- ❑ Enable decision-making among elected and appointed officials with those carrying out the incident operations (Incident Commander / Unified Command).

D. The municipal-level MAC Group will conduct itself under the guidance and authority of the Mayor (as Senior Official).

E. The City Council will periodically be updated by the Mayor. The Mayor may call special sessions to update the Council and conduct emergency business and policy decisions.

~~B.~~F. The MAC Group will meet in the Mayor's Conference Room at City Hall, unless otherwise designated by the Mayor. Meetings may be held virtually or by teleconference if necessary.

~~III.~~IV. City Emergency Operations Center (EOC) ~~Director.~~

A. The city's primary Emergency Operations Center (EOC) will be located at the Cedar Falls Public Safety Building (4600 South Main Street).

B. The Alternate EOC sites shall be the Public Works Complex ~~the same as the alternate City Hall sites, and/or the Fire Department Headquarters, and/~~or the Black Hawk County EOC (1925 Newell Street, Waterloo).

C. The EOC Director shall coordinate and support the emergency response and resource needs of the Incident Command System and Field Command posts if established.

D. The Police ~~Department~~ Division shall provide security for the EOC. The EOC is a very busy and important emergency coordination point. Access will be limited to those assigned to or who have appropriate business in the EOC. Access to members of the public and media will be prohibited without approval of the EOC ~~Incident Commander or EOC Manager~~Director. Such access will include an escort if approved.

E. The EOC shall at all times be under the direction and control of the EOC ~~Incident Commander~~Director ~~and/or designee(s) as Deputy Incident Commanders~~or Deputy Director. ~~As per this plan, the Mayor (or succession per this plan) will serve as the Chief Elected Official.~~

F. Once the EOC is activated, an operational plan will be put in place to allow the EOC to operate 24 hours per day as long as needed, with officials completing no more than a 12 hour shift at a time. The plan will also include a plan for periodic briefings for the EOC from Field Command posts, and updating of elected officials and the media.

G. The operation of the EOC will follow ~~I~~local, ~~State~~ state and ~~National~~ national Incident Management System ~~Guidelines~~guidelines.

H. The City EOC shall use an organizational structure which mirror's the city's departments. Each City Department and Cedar Falls Utilities will provide an experienced and qualified staff member to coordinate support for the Incident Commander / Unified Command.

~~G.~~I. A Volunteer Services Liaison will be assigned as necessary to coordinate the recruiting and deployment of community volunteers. This position shall work closely with the County EOC, if activated, for best use of volunteers. This liaison shall work closely with the Volunteer Center of the Cedar Valley (VCCV) in organization efforts.

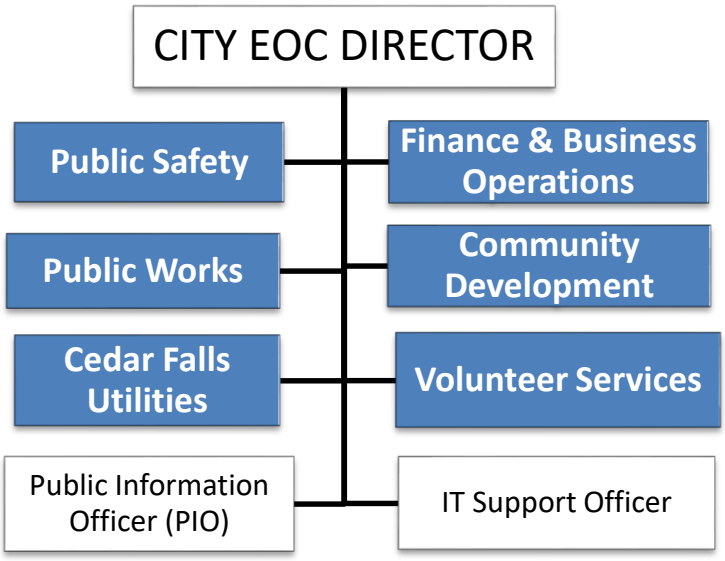

Chart 3: City Emergency Operations Center Structure. In an actual emergency, only those positions required by the magnitude of the situation will be used.

~~H. It is recommended that a span of control ratio of no more than 1:5 be maintained, however the span of control ratio shall not exceed 1:7.~~

J. The EOC Director shall assign an IT Support~~A Communications~~ Officer ~~will be appointed for the EOC~~ to establish and maintain telephone, radio, computers, and other forms of communication. The IT Support Officer will also provide technical assistance for staff use of computers, laptops, tablets, and videoconference equipment as necessary. ~~A site within the EOC will be implemented for each essential service function.~~

~~I.~~K. Council members may be utilized when needed as elected official liaisons to the Black Hawk County EOC, but shall not be assigned to serve within the City EOC.

~~J.~~L. ~~The City Council will periodically be updated by the Mayor or designee. The Mayor may call special sessions to update the Council and conduct emergency business and policy decisions. Typically elected officials other than the Mayor are not assigned to operation positions within the EOC. Council members may be utilized when needed as elected official liaisons to the Black Hawk County EOC.~~

~~K.~~M. The EOC will keep proper records and reports and track details of the incident as needed for after action plan revision.

SUPPORT ANNEX B: COMMUNICATIONS / WARNINGS

I. Concept.

A. The warning and communications function is responsible for warning and communications in the City of Cedar Falls

B. The following tasks represent a checklist of actions this function should consider in an emergency or disaster situation.

II. Black Hawk County Emergency Management Agency

A. The Black Hawk County EMA located in Waterloo, is responsible for warning and communications activities in the City of Cedar Falls. In a watch, warning or actual emergency/disaster the Black Hawk County EMA will warn the following:

1. Appropriate Emergency Responders (Fire ~~Department~~, EMS, Police).

2. County Emergency Management Coordinator.

3. Incident Commander or Emergency Management Coordinator.

B. The Incident Commander or Emergency Management Coordinator will:

1. Establish communications at command post, if established.

2. Ensure the following personnel are notified:

a) Members on activation list.

b) Special facilities

c) Ensure all agencies represented in the city/town EOC have communications, both to their staff at their department offices and their staff at the incident site.

1. Activate public warning systems. These may include:

a) NOAA Weather Radios.

b) Indoor warning monitors

c) Outdoor warning systems (sirens)

d) Door to door notification.

e) Call trees.

2. Establish communications with the County Emergency Management Agency office or with the county EOC if it is activated.

3. If established, the City of Cedar Falls EOC will appoint a Communications Officer to coordinate and maintain communications for the EOC.

SUPPORT ANNEX C: DAMAGE ASSESSMENT

I. Damage Assessment

A. Damage assessment for public buildings and infrastructure within the City of Cedar Falls from a natural or man-made disaster will be the responsibility of the Damage Assessment Team.

B. The Damage Assessment Team will be coordinated by the City Administrator, with the support of the ~~by the~~ Director of ~~Developmental Services~~Community Development.

C. The Director of ~~Developmental Services~~ Community Development will coordinate damage assessment activities with outside agencies (i.e. FEMA, insurance companies, etc.)

D. The Director of Public Works will complete a damage assessment of City owned property and will forward this to the Damage Assessment Team.

~~D.~~E. The General Manager of Cedar Falls Utilities will provide a damage assessment of CFU facilities and services to the Damage Assessment Team.

~~E.~~F. The University of Northern Iowa will conduct a damage assessment of UNI owned property, and then report this to the ~~City of Cedar Falls Developmental Services~~Director of Community Development.

~~F.~~G. ~~Developmental Services~~The Director of Community Development will provide damage information to the Black Hawk County Emergency Management Agency, and other agencies as required.

SUPPORT ANNEX D: EMERGENCY PUBLIC INFORMATION

I. Mayor (Senior Official)~~/Administrator/Manager.~~

~~A. The Mayor shall appoint a Public Information Officer (PIO) to coordinate emergency public information.~~

~~B.~~A. News releases and other public information should be cleared through the Incident Command/Unified Command and the Mayor.

~~C.~~B. If necessary, the ~~EOC~~ Public Information Officer shall establish a Joint Information Center (JIC) to establish information protocols and dissemination.

II. Public Information Officer (PIO).

A. ~~The PIO will be designated as the Public Information Officer depending on the incident.~~The Incident Commander shall designate a Public Information Officer, if necessary, to coordinate incident communications to the public.

B. Emergency/disaster checklist:

1. Function as the sole point of contact for the news media and public officials.
2. Maintain liaison with the EOC and command post in order to stay abreast of situation.
3. Establish news media briefing room and brief the media at periodic intervals.
4. If the situation escalates and the county EOC is activated, coordinate with the County PIO to prepare news releases.
5. Conduct press tours of disaster areas within the city/town as the situation stabilizes.
6. Assist the county in establishing a Joint Public Information Center.
7. Assist the county with establishing a Rumor Control Center.
8. Issue protective action recommendations or public service advisories as directed by the Mayor ~~or designated official~~.
9. Public information may be disseminated through various forms, to include radio, television, newspaper, emergency broadcast system, public address, etc.

SUPPORT ANNEX E: EVACUATION

I. Mayor.

A. The Mayor ~~or designated official of the City of Cedar Falls are~~is responsible for issuing evacuation orders in the Cedar Falls city limits. However, the ~~the on-scene command authority~~Incident Commander can make a decision to evacuate when there is an immediate need in order to protect lives and provide for public safety.

II. Evacuation/Shelter-In-Place Operations.

A. Emergency/disaster checklist.

1. Alert and coordinate evacuation/shelter-in-place operations with the following key organizations/agencies:

~~❑ Law Enforcement.~~

a) ~~Fire~~ Public Safety Department (police/fire/EMS)~~ts/EMS.~~

b) City Communications Specialist / Public Information Officer.

c) Public Works Director

d) County Engineer.

e) American Red Cross Eastern Iowa Region

f) County Emergency Management Coordinator.

g) UNI Public Safety

h) Metropolitan Transit Authority.

i) Cedar Falls Community School District.

2. Other considerations and actions.

a) Consider precautionary evacuation for special needs populations; they require more time to evacuate.

b) Before an evacuation is announced, make sure there is a place for them to go. Give adequate directions.

c) Coordinate intentions on evacuation with Law Enforcement, the Red Cross, and Emergency Management before announcing an evacuation

order. Carrying out evacuation is the responsibility of the Law Enforcement. They may need to request adequate back- up.

d) Coordinate evacuation order with Public Information Officer.

e) Determine if assistance is needed to carry out the evacuation; contact the County Emergency Management Coordinator for assistance.

f) Provide for security of evacuated area.

g) Encourage persons utilizing private vehicles to take persons without transportation whenever possible.

h) Utilize the Cedar Falls School District and MET Transit buses to ensure transportation is provided.

i) Coordinate sheltering for evacuees prior to evacuation. This is generally the responsibility of the Red Cross.

III. Evacuation.

A. Evacuate means move all people from a threatened area to a safer place.

B. To perform an evacuation there must be enough time for people to:

1. Be warned.

2. Get ready.

3. Leave an area.

If there is enough time, evacuation is the best protective action.

C. Conducting an evacuation:

1. Announce evacuation using procedures outlined in the Public Warning/Communications Attachment to this Annex.

2. Send evacuees to a definite place, by a specific route, far enough away so they will not have to be moved again if the wind shifts.

3. Begin evacuating people nearby and those outdoors in direct view of the scene.

4. When additional help arrives, expand the area to be evacuated downwind and crosswind.

5. Even after people move to the distances recommended, they may not be completely safe from harm. ~~(Refer to attached Evacuation Instructions.).~~

IV. In-Place Shelter.

A. Shelter in-place means people should seek shelter inside a building and remain inside until the danger passes. Vehicles are not as effective as buildings for in-place protection.

B. Sheltering in-place should be considered ~~when~~:

1. When the projected toxicity of the release does not justify evacuation.

2. ~~Evacuation~~ When evacuation would likely cause greater risk than in-place sheltering.

3. When an evacuation cannot be performed.

C. In-place protection may not be the best option if:

- ❑ The vapors are flammable.
- ❑ It will take a long time for the gas to clear the area.
- ❑ Buildings cannot be closed tightly.

D. Conducting in-place-sheltering - inform public to:

- ❑ Get inside your home or other building as quickly as possible.
- ❑ Close all doors, windows, fireplaces, vents, or other openings.
- ❑ Use duct tape, foil, or plastic wrap to seal locks.
- ❑ Turn off all heating, ventilation, and air conditioning systems.
- ❑ Close your vents.
- ❑ Close drapes, curtains and shades. Stay away from external windows.
- ❑ Use stairwells whenever possible. Limit use of elevators.
- ❑ Use telephones only if you need emergency service.
- ❑ Turn on radio or television for information. Tune into the Emergency Alert System.
- ❑ Stay inside until authorities announce that it is safe to come out.

~~*(Refer to attached In-Place-Sheltering Instructions.)*~~

SUPPORT ANNEX F: FIRE SERVICE

I. Fire Services.

A. The City of Cedar Falls Fire ~~Department~~ Division is responsible for fire protection and other emergency response services in Cedar Falls.

1. Fire ~~Department~~ Division duties and responsibilities include~~, but are not limited to~~ responding to:

a) Fires.

b) Explosions.

c) Disasters.

d) Terrorism events.

e) Hazardous materials incidents.

f) Vehicular accidents with injuries.

g) Technical rescue situations.

h) Emergency Medical and Mass Casualty incidents.

B. Emergency/disaster checklists.

1. Operate under the Incident Command System to ensure proper communications. All incidents will operate under the Incident Command System and will comply with National Incident Management System (NIMS) requirements.

2. If Fire ~~Department~~ Division is first on the scene or lead agency.

a) Establish on-scene command, control and communications - as required establish a command post and staging area.

b) Establish accountability to track personnel and equipment by arrival time and deployment.

c) Size-up situation to identify response priorities (e.g., life safety, incident stabilization and property conservation) objectives, on-scene risk management and tactics.

d) Perform actions within the mission of the Fire Services to meet response objectives.

e) Request mutual aid as required by the magnitude of the situation.

f) If the County EOC is activated, establish and maintain contact with the person representing Fire Services.

3. If not the lead agency the Fire ~~Department~~ Division will:

a) Respond to Incident Commander or staging area for information and instructions.

b) Assist Law Enforcement in warning the affected population.

c) Assist Law Enforcement in non-fire search and rescue operations.

d) Assist Law Enforcement with evacuation, if needed.

e) Assist in the protection of critical facilities and resources.

f) Assist the city Public Works Department and Private/Public Utilities with shutting down gas and electric services, if necessary.

g) Assist with traffic control.

h) Assist with debris clearance.

i) Assist in other operations as directed.

4. If Regional Hazmat Team is needed:

a) Notify the Fire Chief, Public Safety Director, City Administrator, ~~-~~and Mayor.

b) Hazmat must operate under an incident management system under the local jurisdictional control.

c) Assist with resource management and decontamination.

d) Ensure that all on-scene emergency responders have received hazardous material training appropriate for anticipated duties and responsibilities, and that records of initial and in-service training are available if required.

C. Training

1. All Fire Personnel shall be trained in Basic Incident Command System.

2. All Fire Personnel shall be trained in NIMS awareness.

D. Mutual Aid

1. The Cedar Falls Fire ~~Department~~ Division maintains Mutual Aid agreements with other agencies in Black Hawk, Bremer, and Grundy Counties.

2. The Cedar Falls Fire ~~Department~~ Division also is a member of the Iowa Mutual Aid Compact (IMAC). ~~State of Iowa IMAC mutual aid system.~~

SUPPORT ANNEX G: PUBLIC HEALTH SERVICES

I. Public Health and Emergency Medical Services Liaison.

A. The Black Hawk County Public Health Department Director will serve as the Public Health Liaison and is responsible for public health activities in Cedar Falls.

B. The Fire Chief, or designee, of the City of Cedar Falls will act as the Emergency Medical Services Liaison for Cedar Falls.

C. The Public Health and Emergency Medical Services Liaison will coordinate health services activities with a representative from the area hospitals.

D. Medical coordination will be provided by MercyOne/Cedar Falls Medical Center.

II. Pre-Emergency/Disaster Checklist.

A. Ensure all first responders are trained in triage and mass casualty response and utilize the START method of triage using the appropriate triage tags.

B. Ensure that mutual aid agreements are established for medical emergencies.

III. Emergency/Disaster Checklist.

A. Assume primary operational control for health-related emergencies such as pollution, contamination, and infectious diseases.

B. Operate under the Incident Command System to ensure proper communications.

C. If Emergency Medical Services is first on the scene or lead agency.

1. Establish on-scene command, control and communications - as required establish a command post and staging area.

2. Establish accountability to track personnel and equipment by arrival time and deployment.

3. Size-up situation to identify response priorities (e.g., life safety, incident stabilization and property conservation) objectives, on-scene risk management and tactics.

4. Perform actions within the mission of Emergency Medical Services to meet response objectives.

5. Request mutual aid as required by the magnitude of the situation.

6. If the County EOC is activated, establish and maintain contact with the person representing Emergency Medical Services.

D. If not the lead agency the Emergency Medical Services will:

1. Report to Incident Commander or staging area for information and instructions.

E. Other Emergency Medical Services related functions.

1. Coordinate evacuation of senior housing and other medical facilities as needed.

2. Coordinate emergency medical care to victims (hospitals and ambulances).

3. Coordinate medical transportation for victims.

4. Assure that public health needs of disaster victims are met.

5. Assist with patient tracking.

6. Stand by at HAZMAT incidents to conduct medical monitoring and assist with decontamination and medical emergencies.

SUPPORT ANNEX H: LAW ENFORCEMENT

I. Law Enforcement

A. The City of Cedar Falls Police ~~Department~~ Division is responsible for Law Enforcement Services.

1. The Police ~~Department~~ Division has mutual aid agreements with Waterloo and Black Hawk County, and can request the State Patrol for additional resources in the event of a major emergency or disaster.

B. Emergency/disaster checklists.

2. Operate under the Incident Command System to ensure proper communications.

3. If Law Enforcement is first on the scene or lead agency:

a) Establish on-scene command, control and communications - as required establish a command post and staging area.

b) Establish accountability to track personnel and equipment by arrival time and deployment.

c) Size-up situation to identify response priorities (e.g., life safety, incident stabilization and property conservation), objectives, on-scene risk management and tactics.

d) Perform actions within the mission of Law Enforcement to meet response objectives.

e) Request mutual aid as required by the magnitude of the situation.

f) If the County EOC is activated, establish and maintain contact with the person representing Law Enforcement.

4. If assistance is requested from another agency.

a) Report to Incident Commander or staging area for information and instructions.

5. Law Enforcement should consider the following tasks in an emergency or disaster situation.

a) Ensure that all Law Enforcement staff have been notified and that they report as situation directs.

b) Direct the designated Law Enforcement representative to report to a designated location where they are needed.

c) Secure the affected area, and perform traffic and crowd control.

d) Participate in warning the public as situation warrants.

e) Determine scope of incident as to immediate casualties/destruction and whether the incident has the potential to expand and escalate.

f) Direct officer(s) to close off the damage site area and to stop all in-bound traffic. Set up an emergency pass system.

g) Report above information to appropriate Law Enforcement agencies

h) If appropriate and if available, dispatch a mobile command post with communications equipment to the scene of the disaster.

i) Law Enforcement shall have primary responsibility for the organizing and conducting standard search operations.

j) Other responsibilities may include:

(1) Enforce curfew restrictions in the affected area.

(2) Coordinate the removal of vehicles blocking evacuation or other response activities.

(3) Assist the medical examiner with mortuary services.

(4) Assist with search and rescue activities.

(5) If the City or County EOC is activated, establish and maintain contact with the person representing Law Enforcement.

6. Anticipate departmental needs for manpower and equipment 24-hours in advance. If additional assistance is needed, utilize mutual aid agreements with other Law Enforcement agencies.

SUPPORT ANNEX I: MASS CARE

I. Responsibility for Mass Care.

A. It is the responsibility of the public officials to ensure that evacuees have a place to stay.

B. It is imperative that the City Staff work with the Red Cross in establishing emergency shelters to house and care for evacuees in a disaster.

II. Designated Shelters.

A. The ~~city's/town's~~ primary shelter sites in Cedar Falls are:

1. Cedar Falls School #1 : (XXX) XXX-XXXX
2. Cedar Falls School #2 : (XXX) XXX-XXXX

B. The city's alternate shelter sites are:

1. University of Northern Iowa West Gym (XXX) XXX-XXXX
2. University of Northern Iowa UNI-Dome (XXX) XXX-XXXX

C. In the event of large scale evacuation (such as a hazardous materials incident) where most or all of the community is evacuated, nearby community shelter sites upwind or far enough away from the incident may be activated.

1. Try to remain within the school district if possible.
2. These sites must be coordinated with the Red Cross and County Emergency Management Agency.
3. Evacuation points must be identified and buses provided for those without transportation.

D. Care for pets will be provided for by the Cedar Bend Humane Society.

III. Mass Care Coordinator.

A. The ~~Liaison Officer or the Director of Human and Leisure Services~~Director of Community Development will serve as the Human Services Coordinator.

B. The Coordinator will organize human services activities with a representative from the Red Cross and if necessary, the Iowa ~~Human Services Agency~~Department of Human Services.

C. This person will keep the County ~~Human Services Officer~~Department of Human Services informed of all human services activities performed, underway, or planned within the city.

D. Emergency/disaster checklist.

- ❑ Coordinate activities of city agencies/departments that provide human services type services.
- ❑ Coordinate with Red Cross in opening and managing shelters in the city/town.
- ❑ Provide food for emergency workers in the city/town.
- ❑ Work with Red Cross/Salvation Army in providing food and clothing to disaster victims. Provide emergency assistance to persons with special needs.
- ❑ Provide necessary outreach services to citizens affected by emergency or disaster.
- ❑ Distribute emergency literature to disaster victims given instructions and assistance pertaining to their immediate needs.
- ❑ Provide psychological counseling and crisis intervention to disaster victims.
- ❑ If County EOC is activated, establish and maintain contact with the person representing Human Services. If the County EOC is not activated, establish and maintain contact with the County Human Services Officer directly at the county Department of Social Services.
- ❑ Coordinate mass care needs of the ~~town~~ city with the County Mass Care Coordinator.
- ❑ Provide for care, health and sheltering of animals.

SUPPORT ANNEX J: PROTECTIVE SHELTER

I. Protective Shelter

A. The City of Cedar Falls will establish necessary procedures for the sheltering of citizens and relocation in the event of a disaster or other emergency.

B. The City will maintain a list of locations that have agreed to provide shelter space as needed. This list and applicable agreements will be maintained by the ~~Department of~~Director of ~~Human and Leisure Services~~Community Development, ~~. Developmental Services and HLS will work together during such events to provide and manage sheltering. Developmental services~~The Director of Community Development will also ensure short-term sheltering is available, and work with various housing programs in the event long term housing is needed.

C. The list and a map with these locations will be updated on a regular basis, and copies will be provided to the Mayor, Police, and Fire Departments.

D. See the Mass Care Annex for care of those in shelters.

E. City of Cedar Falls Shelter locations will be coordinated with the Black Hawk County Emergency Management Agency.

SUPPORT ANNEX K: PUBLIC WORKS AND UTILITIES

I. Public Works.

A. The Cedar Falls Public Works Department is responsible for public works activities in the City of Cedar Falls.

1. Emergency/disaster checklist.

a) Public Works Director.

- ❑ Provide Liaison to the City EOC if activated.
- ❑ Ensure that all department personnel have been alerted and that they report as the situation directs.
- ❑ Review the disaster situation with field personnel and report situation to the Mayor.
- ❑ In the event of major disaster, notify affected Public/Private Utility Companies that there is a problem with their utility.
- ❑ As necessary, establish a staging area for Public Works.
- ❑ ~~Report public facility damage information to the Damage Assessment Team, Department of Developmental Services.~~
- ❑ If the County EOC is activated, establish and maintain contact with the County Engineer.

b) Municipal Water System.

- ❑ Cedar Falls Utilities (CFU) will coordinate repair, decontamination and restoration of the municipal water system with the Director of Public Works.
- ❑ If necessary enter into contracts with private contractors for the purchase and hauling of safe and sanitary drinking water.
- ❑ Following water system failure or contamination, CFU will determine if an emergency condition exists, and as required enact a water conservation and rationing program until service can be restored.
- ❑ If an emergency condition exists, CFU will establish and maintain communication with the ~~Fire Department~~ Cedar Falls Public Safety

Department on the availability of firefighting water so that the Fire ~~Department~~ Division can take appropriate protective actions.

c) Sewage Treatment Facility.

- ❑ It is the duty of the Public Works Director to oversee the sewage treatment facility so that it is maintained in as good a working order as possible under emergency/disaster circumstances.

d) Street ~~Department~~Section.

- ❑ Maintain major thoroughfare transportation routes.
- ❑ Coordinate with Law Enforcement travel restrictions/road closures within the city/town.
- ❑ Assist with traffic control and access to the affected area.
- ❑ Clear debris to ensure emergency response.
- ❑ Communicate with ~~Law Enforcement and the Fire Department~~ the Public Safety Department ~~in order that they might~~to effectively seal off an entire area if necessary.
- ❑ Notify the Iowa Department of Transportation if a State Highway is blocked.
- ❑ Make emergency repairs on streets, bridges, viaducts and other structures.
- ❑ Establish detour routings.
- ❑ As required request assistance from the County Engineer and private contractors.

e) Other Public Works duties and responsibilities.

- ❑ When assistance is requested from another agency (e.g., Fire Department, Law Enforcement or EMS) report to Incident Commander or staging area for information and instructions.
- ❑ Collect trash, garbage, and transport to selected sites for disposal.
- ❑ If necessary, coordinate flood fighting activities, including sandbagging, emergency diking, and pumping operations.

- ❑ Provide emergency generators and lighting.
- ❑ Assist with urban search and rescue activities as may be requested.
- ❑ Assist Public/Private Utilities with the shutdown of their services.

II. Electric Utility

A. Cedar Falls Utilities (CFU) provides electric service to the City.

B. CFU should consider the actions in an emergency or disaster situation.

- ❑ When assistance is requested from another agency, report to Incident Commander or staging area for information and instructions.
- ❑ Disconnect electric service to buildings and structures in fire and non-fire situations as requested by on-scene personnel.
- ❑ Respond to all emergencies involving power plants substations, and transmission, distribution and local service lines.
- ❑ In a major emergency or disaster, establish and maintain communication with the Public Works Director to:
  - ❑ Determine critical service areas.
  - ❑ Report on the status emergency repairs and estimated completion time.

III. Gas Utility.

A. CFU provides natural gas service to the City.

B. CFU should consider the actions in an emergency or disaster situation.

1. When assistance is requested from another agency, ~~(e.g., Fire Department, Law Enforcement or EMS)~~ report to the Incident Commander or staging area for information and instructions.
2. Disconnect gas service to buildings and structures in fire and non-fire situations as requested by on-scene personnel.
3. Respond to natural gas leaks.
4. In a major emergency or disaster, establish and maintain communication with the Public Works Director to:
   a) Determine critical service areas.

b) Report on the status emergency repairs and estimated completion time.

SUPPORT ANNEX L: RESOURCE MANAGEMENT

I. Mayor.

A. Local government is responsible for providing administrative guidance concerning resource management, including the utilization of volunteers.

B. Resource management in the event of an emergency is based on NIMS compliance.

C. Resource management shall be an assigned function within the Incident Management System reporting to Logistics.

II. Resource Manager.

A. Pre-emergency/disaster checklist.

1. Prepare standard operating guidelines for resource management.

2. Prepare and maintain an up to date list of local resources.

3. Define resources by kind and type.

4. Establish procedures to check resources in and out of emergency zones, and the means to track use of resources.

B. Emergency/disaster checklist.

1. Report to the Mayor with the Resource Management Inventory.

2. Implement resource management SOGs and provide overall coordination or resource management activities.

3. Advise the Mayor on the available resources to respond or recover from the incident.

4. Coordinate with the Director of Public Works and the Fire Chief in staging resources. Public Works will assist with Staging areas. Only those resources with potential for utilization will be retained in the staging areas.

5. Maintain records for accounting of materials and supplies used and funds expended in support of emergency or disaster operations for possible reimbursement by the federal government.

6. Maintain contact with other city departments to find out what assistance is necessary.

INCIDENT ANNEX A: RADIOLOGICAL INCIDENT

I. Purpose

A. This annex provides for the organized effort necessary to minimize the effects of radiation on the people, resources and the environment through detection and implementation of preventive and remedial measures.

II. Situation

A. There are several types of situations that have the potential to cause a radiological incident.

1. *Fixed Facilities* - Facilities that produce, process, or store radiological materials should be identified as well as facilities for treatment, storage or disposal of radiological wastes. Hospitals that have nuclear medicine departments should also be identified.

2. *Transportation Routes* - Areas at risk for transportation incidents lie along highways, rail lines and at airports. Information should be obtained on spent fuel shipment routes and the routes for other radiological shipments. There is also a risk of incidents involving an airline crash.

3. *Nuclear Power Plants* - Off-site planning for radiological incidents at nuclear power plants is treated separately from the all-hazards emergency operations plan.

4. *Nuclear Detonation* - Nuclear weapons are maintained by the United States and a number of foreign powers. The possibility of one or more of these weapons being detonated accidentally or deliberately by terrorists or a full-scale strike against the U.S. should be considered. Even if nuclear detonations were distant from the area, a system would be necessary to detect and access the radiation hazard.

III. Assumptions & Planning Factors

A. In the event of a peacetime radiological incident, assistance will be available from the state and federal governments and from the nuclear industry to detect radiation, monitor it and predict its spread.

B. First responder organizations, particularly fire, emergency medical and law enforcement, will be part of the local radiological emergency support program and should accept appropriate training for such response.

C. Based on previous history, the chance of a radiological incident is not a significant threat to people or the environment.

IV. Organization And Assignment Of Responsibilities

A. The Incident Command will be used for on-scene management of a response to a radiological incident.

V. Concept Of Operations

A. In an emergency involving radioactive materials the following elements must be considered:

1. Reporting Requirements

a) Radioactive materials are closely regulated by federal and state laws for reporting, handling, and transporting these kinds of materials.

b) Fixed facilities are required to report their radioactive materials.

c) Highway and railway shipments of radioactive materials are also required to report the material to be shipped, when it will be shipped, and the shipment route to either the State Emergency Management Agency (Iowa EMD) and/or to the IDPH and IDOT.

B. Response Capability

1. State Government.

a) Notification of an Incident - Points of Contact:

(1) Homeland Security & Emergency Management Department (IHSEMD)- 24 hour Duty Officer: 515-281-3231.

(2) Department Of Public Health, Bureau of Radiological Health 515-281-3478.
(Notification may be made through the IHSEMD Duty Officer also)

(3) Iowa Department of Natural Resources (DNR)- 515-281-8694

b) Response Teams - Radiological Response Teams are available from the state to respond to an incident.

c) Additional State Agency Assistance

(1) Civil Support Team

(2) Iowa Department of Transportation

(3) Iowa State Highway Patrol

2. Local Government

a) Fire departments and law enforcement agencies

(1) Fire departments in Black Hawk County are trained at hazmat operation level. Waterloo Fire Rescue has a technician level HAZMAT response team.

(2) The Northeast Iowa Response team is equipped with a Model E 120 Geiger counter and four personnel detection devices.

(3) Law enforcement has some personnel trained at operation level.

b) Health and Medical Services.

(1) Area Hospitals that have the capabilities to treat victims involved in a radiological incident.

(a) Allen Memorial Hospital.

(b) Covenant Health Systems.

(c) Black Hawk County Health Department

(2) Emergency Management

(a) IEMD can provide a list of people who have received radiological training through FEMA or Iowa Emergency Management Division.

(3) The University of Northern Iowa, Allen Memorial Hospital, and Covenant Health Systems have staff and radiation detection equipment that can be utilized during radiological incidents.

(4) Monitoring Equipment Radiological equipment for local response organizations is provided, calibrated and maintained by the Iowa Emergency Management Division. The following types of equipment are available:

(a) Survey Instruments.

- Portable instruments, one Geiger counter or ionization chamber, used to detect and measure ionizing radiation per unit of time. They provide the radiation information required for locating radioactive materials or contamination, and for estimating the degree of the hazard.

- CDV-700 -- Low-Range Radiological Survey Meter, Geiger Counter, probe type, beta-gamma discriminating, ranges 0-0.5, 0-5, and 0-50 mR/hr
- CDV-715 & CDV-717 -- High-Range Radiological Survey Meter, Ionization Chamber, gamma only, ranges 0-0.5, 0-5, 0-50, and 0- 500 R/hr
- CDV-720 -- High-Range Radiological Survey Meter, Ionization Chamber, beta-gamma discriminating, gamma measurement, ranges 0-5,0-50 and 0-500R/hr
- APD2000 -- A portable, hand-held monitor and detector designed for emergency first response to hazardous chemical spills and terrorist attacks.

(b) Dosimeters. Dosimeters are used for measuring and registering the total accumulated exposure to ionizing radiation. Dosimeters respond to (measure) gamma radiation only.

(c) Dosimeter Charger. A device used to apply the proper electrostatic charge to re-zero dosimeters.

C. Accident Assessment

1. First on-the-scene responders should follow the appropriate "Action Guides" for radioactive materials found in the North American Emergency Response Guidebook developed in part by the U.S. Department of Transportation. These Action Guides conservatively assume minimal specialized training by first responders; hence, response actions beyond those indicated in this Guide would depend on the particular accident contingencies and the expertise of the responders.

2. Since specialists with the expertise to assess the degree of the radiological hazards in an accident will seldom be at the accident in the initial response phase, provisions should be made for rapid and reliable communication linkages between emergency first responders and the radiological authorities not at the scene.

3. Trained state and local radiological response teams should be established. Provisions should be made for rapid notification and deployment capabilities of these teams on a 24-hour basis. Procedures for response by adequately trained teams from appropriate jurisdictions (i.e., state, local) should have responsibility for the following functions:

a) Assess need for first aid and lifesaving efforts.

b) Determine if radioactive materials and other non-radioactive hazardous materials, such as flammables and corrosives, are involved and, if so, which are separate hazards or which might interact with the radioactive materials or their packaging.

c) Develop procedures for controlling ingress and egress from the accident scene.

d) Develop and adopt safety measures for response team members to prevent injury from environmental factors not related to radioactive or other hazardous materials, such as avoiding electric shock, falls, and fire.

e) Develop methods for obtaining all possible information regarding the type of packaging; information from markings, labeling, and placarding; the type, quantity, and chemical form of the radioactive material involved; and observable indicators of a release of the radioactive material from packaging.

f) Obtain information on the accident including location, condition of radioactive materials packages, fire potential, weather/wind conditions, and any other relevant information.

g) Determine the capability of radiological survey instruments to detect or measure the specific radionuclide as identified on shipping papers or labels.

h) Measure radiation levels, as appropriate, if capability exists (see f and g above).

i) Perform preliminary public hazard/threat assessments, if needed, based on observation, measurements, and actual or potential releases.

j) Develop criteria for determining need and methods for taking environmental samples.

D. Protective Actions for the Public

1. The three options for protecting the population are access control, evacuation and shelter. Local officials will implement one or more options, depending on the best available estimate of the disaster situation.

a) Controlling access to the area should be included as a method here. It is the most prudent action to be taken until experts from the Department of Public Health or Natural Resources arrive on-scene.

b) Evacuation will be considered based on the condition of the area to be evacuated, the condition at the selected destination, and any risk of exposure while en-route. Evacuation operations are discussed in Annex E.

c) Sheltering in place will depend on the relative protection afforded by the structures in the community. People will be advised to stay indoors and reduce the airflow into the structure. In-place shelter is discussed in Annex J.

E. Decontamination

1. For decontamination procedures for personnel, contact the Department of Public Health, Bureau of Radiological Health, or the local hospital that has radiological capabilities.

2. The Department of Public Health, Bureau of Radiological Health should be contacted regarding decontamination of facilities, equipment, and the environment.

F. Cleanup

1. The responsibility for selecting and implementing the appropriate countermeasures is assigned to the Incident Commander in coordination with appropriate technical resources.

2. The spiller is responsible, according to state and federal law, for the costs of all cleanup and countermeasures. The Incident Commander, in conjunction with requested state and federal resources (IDPH, DNR and EPA), is responsible for determining these measures and monitoring the cleanup and disposal of contaminated materials

VI. Administration and Logistics. Provisions should be made for record keeping and documentation of key data related to the incident.

INCIDENT ANNEX B: FLOODING

I. Situation.

A. Flooding constitutes a source of major concern to this community and its governmental resources. Rising waters of the Cedar River and those tributaries that feed into it can disrupt normal public functions and seriously hamper the City's ability to provide normal city services. Because of the potential danger inherent to flood conditions, the threat to public safety and property is paramount.

II. Mitigation.

A. The City of Cedar Falls has taken various actions to minimize the adverse consequences of a flood. Further mitigation is reviewed on a regular basis by the ~~Developmental Services~~Community Development Department.

III. Preparedness.

A. The City of Cedar Falls has a comprehensive Flood ~~Plan~~ Procedures Manual.

1. Planning, response and resource deployment are to be considered with priorities as follows: 1) Life Safety, Life Sustaining Needs 2) Property Conservation 3) Relief and Recovery

2. This plan will outline the basic response for flood events. A more comprehensive flood response plan will be developed and available for each City Department with various responsibilities. Planning will include the education of citizens.

IV. Response.

A. Alert and notification.

1. Flash floods may occur quickly and without notice. When this situation occurs, the on-duty Police supervisor will notify the proper officials. It is possible that Police, Fire and other City employees may be needed for a quick door-to-door notification.

2. Flood Statements are issued by the National Weather Service, and the NWS Advanced Hydrologic Prediction Service. These predictions are to be used in preparation for flood activities. Statements can be obtained at www.crh.noaa.gov .

3. The Cedar River Flood Stage (89.0 feet).

~~a) in the City of Cedar Falls is 88.0 feet.~~ If the Cedar R~~r~~iver reaches flood stage (8~~9~~8.00 feet), and is expected to continue to rise, the Public Safety Director will notify the Mayor, City Administrator, and Directors. ~~and all Department Heads are to be notified by the Police Chief.~~

~~b)~~a) ~~Also at 88.00 Police and or Fire personnel will~~ Public safety personnel will monitor river and flood levels on an hourly basis with information provided to all Departments and Cedar Falls Utilities. The triggering of hourly monitoring of river levels may be necessary if rainfall amounts upstream occur in amounts that may magnify flooding. Notification ~~should~~ shall be made to select management staff and the ~~mayor~~ Mayor to activate more aggressive flood response measures.

~~3.~~4. If the prediction for the river level is at or above 93.00 feet, the MAC Group will meet to coordinate actions. ~~a meeting of the Emergency Operations Group is to be established.~~ The Mayor will notify City Council members, and ~~The PIO is activated, City Council briefing if needed and~~ the Communications Specialist or PIO will send Flood advisories ~~are sent~~ via reverse 911, cell, ~~test~~ social media, and Channel 15 to Cedar Falls ~~Residents~~residents.

B. Command and control.

1. The ~~Mayor of the City of Cedar Falls, or designee~~City Administrator~~,~~ will serve as the Flood Emergency Director. Requests for assistance beyond normal mutual aid shall be processed through Black Hawk County Emergency Management.

2. The Mayor will monitor the situation through updates from the ~~Department Heads~~Flood Emergency Director and will ~~determine if the City~~activate the City Emergency Operations Center (EOC) ~~needs to be activated~~if necessary. This will typically occur if the prediction will be at 95.00 feet or above. The ~~Mayor or EOC~~ Incident Commander will establish a Public Information Officer or Information Center, and provide for representation to the Black Hawk County EMA Joint Information Center.

~~2.~~3. ~~A planning section shall be established consisting of the Mayor, Department Directors, and other designated personnel. CFU may be needed in the planning section.~~The MAC Group will coordinate the planning for flood response. Such planning meetings will be closed to the public and media. Security will be posted at such meetings as needed. ~~Planning Meetings will be coordinated by the Director of Administrative Services or designee.~~

~~3.~~4. Planning efforts will include the ability to supply emergency services and security to area affected directly or enclosed by floodwaters within the resources available to the City at that time. Plans will be written around

determined operational periods and distributed to all affected personnel through operational briefings prior to the beginning of the operational period

4.5. Members of the City Council shall be updated through periodic special meetings as called by the Mayor. It may be necessary to utilize City Council Members as representatives to the Black Hawk County Emergency Operations Center. The City Council has an important pPolicy role during the response and recovery periods.

5.6. The Police Department Public Safety Department will be the monitoring agency and will notify other departments as necessary on increasing river levels. The Police Department Division will develop and implement plans for proper security of flood areas. At 98.00 police will need to secure a boat either by requesting DNR assistance or renting.

7. Public Works will utilize the flood gates as needed, provide resources to close roads, protect infrastructure such as roads and sewers, and provide other support and resources as needed. Public Works and Engineering will provide for and oversee sandbagging efforts as needed. At 95.00 the Public Works facility shall be evacuated with all essential equipment. At 98.00 Public works should secure auxiliary generators from outlet suppliers..

6.8. Cedar Falls Utilities will implement their flood response plan, including installation and management of flood gates to protect CFU property, and other activities to protect the safety of residents.

7. Community Development will provide engineering services and damage assessment. Developmental Services will also be a primary Department involved in the recovery planning effort. At 96.00 Community Development staff shall conduct hourly floodwall inspections.

8.9. Parks will monitor and provide resources as needed to protect park and recreation property. Parks personnel will also assist Public Works and other Departments as needed.

9.10. Management and Business Operation ServicesThe Finance and Business Operations Department will provide tracking of finances, provide for continuity of government services, and assist in the set-up and staffing of a Command Post or the EOC. Legal Staff will review emergency contracts with vendors.

10.11. The Fire Department Public Safety Department will provide fire and rescue services, provide life and fire safety services, and provide boats or other resources as needed. The Fire Department department may be utilized for

notification procedures, such as door- to-door notifications. Rescues and evacuations by boat should be expected for river levels above 98 feet.

~~11.~~12. Information Services Division should prepare to relocate phone and data services if it appears that City Hall will be flooded. These essential services will be relocated to the ~~Emergency Services Building (ESB).~~Public Safety Building.

~~12.~~13. The flood plan shall be utilized (Appendix A.1). This plan contains what should be expected at various river levels. Action plans and check lists of each Department should be based on these contingencies. The Flood Response plan is to be reviewed, revised and exercised on a periodic basis.

~~13.~~14. Various means of communication, including door-to-door notice will be given to appropriate areas utilizing floodplain mapping at levels identified in checklists in the flood response plan.

~~14.~~15. The Mayor will consider the issuance of a mandatory evacuation for designated areas if the prediction of the river level is at a point where safety of life and property may be jeopardized. The flood response plan, based on past data, will contain areas affected by floodwater at certain river levels utilizing the floodplain mapping system. A mandatory evacuation ~~will~~ may be considered for the area of the City of Cedar Falls north of the Cedar River if the river level prediction is at or above ~~96~~99.00 feet. An Alert for the evacuation ~~will~~ may be given at 95.00. If evacuation is to occur, the Red Cross and Black Hawk County Emergency Management Agency are to be notified immediately to establish sheltering.

~~15.~~16. The City of Cedar Falls will coordinate relief and recovery efforts with various other agencies and organizations, including County, State, and Federal. If established, the EOC will begin relief planning as early into the event as possible to make sure resources are available when needed for relief purposes. Agencies such as the Salvation Army, Food Bank and Red Cross may be utilized. Planning may also include temporary facilities for water and sanitation.

INCIDENT ANNEX C: TORNADO/SEVERE THUNDERSTORM/HIGH WINDS

I. Situation.

A. Iowa has a history of tornados and severe thunderstorms.

B. A tornado or severe thunderstorm could result in death or serious injury, extensive property damage, power outages and adversely affect normal community functions.

II. Mitigation.

A. The ~~City of Cedar Falls Disaster Mitigation plan~~Black Hawk County Hazard Mitigation Plan covers various events, including Tornado/High Wind events.

III. Preparedness.

A. The City of Cedar Falls prepares for storm activity in conjunction with the Black Hawk County Emergency Management Agency.

1. Such actions include emergency service personnel training, public education, and preparation of public facilities.

IV. Response.

A. Alert and notification.

1. The City of Cedar Falls relies on several sources to obtain severe weather information, to include the National Weather Service, NOAA, Black Hawk County Emergency Management, and local weather resources.

2. City Departments are kept informed through various means of approaching weather, and watches and warnings that may affect the City.

B. Command and control.

1. In the event a wide spread event occurs, the City EOC will be activated. The Police supervisor will have the Community Service Officer notify the EOC group. Field Command posts will provide command and control to affected areas. The Incident Command System, as provided through the use of the National Incident Management System, will be utilized.

C. Functional assignments.

1. The ~~Police Department~~ Public Safety Department will respond to secure the area affected, and provide security and emergency response as needed.

2. The ~~Fire Department~~ Public Safety Department will coordinate fire control, search and rescue, safety, and will also coordinate Emergency Medical Service functions.

3. The Public Works Department will coordinate keeping primary streets open for emergency response, assisting with resources in the rescue process, maintaining city infrastructure, providing support to emergency services as necessary.

4. ~~Developmental Service~~ The Community Development Department will provide resources for damage assessment.

5. ~~Administrative Services~~The Director of Finance and Business Operations will track financing and will maintain continuity of City Government and operations.

INCIDENT ANNEX D: BLIZZARD / SEVERE WINTER STORM

I. Situation.

A. Iowa has a history of blizzards and severe winter storms.

B. A blizzard or severe winter storm could result in death or serious injury, extensive property damage, power outages and adversely affect normal community functions.

C. The City of Cedar Falls will work closely with Black Hawk County Emergency Management during such events.

II. Mitigation.

A. The Black Hawk County Hazard Mitigation Plan covers various events, including Blizzards and Severe Winter Storms.~~The City of Cedar Falls has a comprehensive mitigation plan that is reviewed and updated on a regular basis.~~ Although a Blizzard or severe winter storm cannot be prevented, the City ~~works to make the affects as minimal as possible.~~will endeavor to minimize the impact of these weather events.

III. Preparedness.

A. City Departments provide written guidelines and procedures in the event of a winter storm. Personnel have routine training in procedures and on appropriate equipment.

IV. Response.

A. Alert and notification.

1. The City of Cedar Falls uses various resources to track Winter Storms, to include the National Weather Service, NOAA, and local weather sources.

2. All City Departments, especially ~~Police, Fire~~Public Safety and Public Works, track information regarding approaching Winter Storms, and create action plans accordingly.

3. If an unexpected snow event occurs, Police Supervisors will have appropriate personnel notified through the Community Service Officer.

B. Command and control.

1. In the event a Blizzard or major winter storm occurs, safety of the citizens will become a major priority for the City.

2. All efforts of City Government will focus on the safety of the public as an overall priority during the storm.

3. If needed, the Mayor may activate the Emergency Operations Center. Even if the EOC is not activated, a system of periodic updates will be determined.

4. ~~The Mayor's office will become the~~ The Joint Information Center (JIC) ~~as the~~will be the clearinghouse for important public information.

5. Each Department will work closely together in a unified structure, utilizing ICS principles, to maintain public safety.

C. Functional assignments.

1. The Public Works Director will determine if it is safe to have snow plows on the streets. Priority will be given to clearing access for emergency vehicles. A means of communication between emergency services and designated plows will be implemented.

2. The ~~Police Department~~ Public Safety Department will continue to function in an emergency mode as well as possible in the conditions. Staffing and needs will be reviewed by the Police Chief and Fire Chief on a regular basis.

~~3. The Fire Department will continue to function in an emergency mode as well as possible in the conditions. Staffing and needs will be reviewed by the Fire Chief on a regular basis.~~

~~4.~~3. ~~Administrative Services~~The City Administrator will determine what City functions can remain operating safely, and will be responsible for continuity of City Government.

INCIDENT ANNEX E: ELECTRICAL POWER OR NATURAL GAS OUTAGE

I. Situation.

A. Cedar Falls Utilities (CFU) furnishes electric power and natural gas to the City of Cedar Falls.

B. Equipment failure or weather related damage to power generation facilities, substations, transmission lines and/or distribution lines or pipes could result in a power or natural gas outage.

C. An extended power or natural gas outage could result in a water shortage, community hardship and threaten personal health and safety - especially the elderly - during cold and inclement weather.

II. Mitigation.

A. The City of Cedar Falls, and Cedar Falls utilities have a comprehensive mitigation plan that is reviewed and updated on a regular basis.

III. Preparedness.

A. The City of Cedar Falls and Cedar Falls Utilities have procedures and Guidelines in place in the event of a prolonged power or natural gas outage.

B. Personnel are trained on the procedures, and the public is educated on what to do in the event of a prolonged power outage.

C. Shelters are to be designated by the ~~Human and Leisure Services~~Community Development Department, and activated as needed. Such shelters should have back up services, or have the ability to obtain back up services.

D. The City of Cedar Falls will work closely with CFU and Black Hawk County Emergency Management, as well as the ~~Iowa Office of Homeland Security~~Iowa Homeland Security and Emergency Management Department to obtain resources that may be needed.

IV. Response.

A. Alert and notification.

1. In the event a prolonged power or natural gas outage occurs, CFU will notify the Cedar Falls ~~Police Department. The Police Department Community Service Officer will notify the Fire Department, Police Chief, Public Works Director and Mayor. The Fire Department will notify the Fire Chief.~~Public Safety Director, Public Works Director, City Administrator, and Mayor.

B. Command and control.

1. The extent of the emergency, and area affected will be determined. If needed, the Mayor will activate the Emergency Operations Center, or have other Departments notified as necessary.

C. Functional assignments.

1. Public Works will respond to protect infrastructure of the City, and coordinate efforts for maintaining traffic control, sewer, etc.

2. The Police ~~Department~~ Division will provide security in the affected area during dark hours to prevent looting or other criminal acts.

3. ~~Human and Leisure Services will~~The Community Development Director will determine if shelters need to be opened, and provide for that service. ~~Developmental Services~~ Community Development will assist in identifying citizens that may be in need of special assistance.

4. The Fire ~~Department~~ Division will continue to provide emergency service, while also acting as a resource as needed for the City. The Fire ~~Department~~ Division will work closely with Black Hawk County Emergency Management to obtain needed resources.

~~4.~~5. If a connection to a residential or commercial building is damaged, the Community Development Director will determine if a city electrical inspection is necessary.

INCIDENT ANNEX F: POTABLE WATER SYSTEM FAILURE / CONTAMINATION

I. Situation.

A. Cedar Falls Utilities (CFU) furnishes potable water to the City of Cedar Falls.

B. Failure or contamination of wells, treatment equipment and/or storage tanks ~~cause~~ ~~a~~may cause a water shortage, ~~that results i~~including ~~n~~ limited drinking and firefighting water and community hardship.

II. Mitigation.

A. CFU has mitigation plans in place and has taken action to minimize the adverse consequences of failure or contamination of its potable water system.

III. Preparedness.

A. CFU, the City of Cedar Falls, and Black Hawk County Emergency Management have taken actions to prepare for failure or contamination of its potable water system. This has included training in table top exercises for such events.

IV. Response.

A. Alert and notification.

1. In the event an emergency occurs, CFU will notify the City of Cedar Falls through the Police ~~Department~~ Division Community Service Officer will notify the Emergency Response Group.

   a) CFU will also notify Black Hawk County Public Health and Black Hawk County Emergency Management Agency.

   b) Black Hawk County Public Health will notify medical facilities if needed.

B. Command and control.

1. If needed, the Mayor will activate the Emergency Operations Center to coordinate activities.

2. If the EOC is activated, CFU and County Public Health will be asked to send representatives to the EOC.

3. In the event a contamination is a result, the State of Iowa BCTA protocol will be implemented.

4. Coordination of activities will follow Incident Command principles.

INCIDENT ANNEX G: MAJOR FIRE OR CONFLAGRATION

I. Situation.

A. The City of Cedar Falls has numerous buildings of combustible construction.

B. A major fire or conflagration could result in death or serious injury, extensive property damage and adversely affect normal community functions.

II. Mitigation.

A. The City of Cedar Falls has taken the following actions to minimize the adverse consequences of a major fire or conflagration.

1. Proper zoning regulations.

2. Enforcement of Building and Fire Codes.

3. Comprehensive Commercial Building Inspections annually and Rental Housing Inspections every three years.

4. Extensive Fire and Life Safety Public Education.

III. Preparedness.

A. The City of Cedar Falls has taken the following actions to prepare for a major fire or conflagration.

1. The City operates the Cedar Falls Fire Department, and maintains a full time and volunteer compliment of trained personnel.

2. The City maintains mutual aid agreements with surrounding fire departments for assistance, and is a member of the Iowa IMAC agreement.

IV. Response.

A. Alert and notification.

1. The Cedar Falls Fire ~~Department~~ Division is dispatched through the Black Hawk County Consolidated Dispatch.

2. If needed, the Fire ~~department~~ Division will establish a Public Information Officer to provide information to the media and citizens.

B. Command and control.

1. Command and control of fire emergencies is conducted through the use of the Incident Command System, and established SOG's.

2. Functional assignments are established through the use of ICS and SOG's.

INCIDENT ANNEX H: HAZARDOUS MATERIAL SPILL OR RELEASE

I. Situation.

A. The City of Cedar Falls has transportation routes and fixed facilities that could be the site of a hazardous material spill or release. Of particular note are:

1. Rail routes adjacent to Downtown Cedar Falls and residential areas.

2. Highway 20 and Highway 58, two major arterial connections.

B. A major hazardous material spill or release could result in death or serious injury, extensive property damage, environmental pollution and adversely affect normal community functions.

II. Mitigation.

A. The City of Cedar Falls and Black Hawk County Emergency Management have a comprehensive mitigation plan that is reviewed and updated on a regular basis.

III. Preparedness.

A. The City of Cedar Falls has taken the following actions to prepare for an actual or threatened hazardous material spill or release.

B. The City of Cedar Falls has adopted the National Incident Management System, utilizing the Incident Command System at all Hazardous Materials incidents as per OSHA Standards.

C. The City of Cedar Falls trains all ~~career fire~~ Fire Division personnel at the Hazardous Materials - Operations Level, and all other responders at the Hazardous Materials - Awareness Level.

D. The Cedar Falls Fire ~~Department~~ Division also trains a complement of Hazardous Materials Technicians, and maintains equipment and supplies to operate at the Operations Level.

E. The City of Cedar Falls has trained responders on the use of the Iowa BCTA (Biological and Chemical Threat Agent) Protocol for use at such incidents.

F. The City of Cedar Falls maintains listing of Tier II Locations and products, and utilizes the NFPA 704 system for identification and planning.

IV. Response.

A. Alert and notification.

1. Typically the Fire and Police ~~Departments~~ Divisions are notified of a spill or release through the Black Hawk County Consolidated Dispatch.

2. If needed, the Incident Commander will have the Emergency Group of the City EOC notified through the Police Community Service Officer.

3. The Incident Commander will notify Black Hawk County Emergency Management.

4. Through the Incident Command Post, appropriate agencies will be notified, such as the Department of Natural Resources or Environmental Protection Agency.

B. Command and control.

1. All Hazardous Materials Incidents are controlled through the use of the Incident Command System. The BCTA protocol is also utilized if needed.

2. In the event outside agencies are used, those agencies will operate through the Cedar Falls Incident Command System

C. Functional assignments.

1. Functions shall be assigned through the use of ICS and Standard Operating Guidelines.

2. If a Level A response is required, the Incident Commander will notify the Fire Chief, Mayor and Director of Administrative Services.

V. Recovery.

A. Expenses that occur in the event of a Hazardous Materials incident will be the responsibility of the spiller/owner. This includes the site cleanup and recovery.

INCIDENT ANNEX I: CIVIL DISTURBANCE

I. Situation.

A. Cedar Falls could be the site of a civil disturbance.

B. A major civil disturbance could result in death or serious injury, extensive property damage and adversely affect normal community functions.

II. Mitigation.

A. Cedar Falls has taken the following actions to minimize the adverse consequences of a civil disturbance:

1. Cedar Falls Police has established written guidelines and procedures in the event of a civil disturbance.

III. Preparedness.

A. Cedar Falls has taken the following actions to prepare for a civil disturbance.

1. Cedar Falls Police Officers receive mandatory training in dealing with civil disturbances.

2. The Cedar Falls Police ~~Department~~ Division has equipped officers with the necessary safety equipment and protective wear.

3. The Cedar Falls Police ~~Department~~ Division has entered into 28E agreements with neighboring jurisdictions.

IV. Response.

A. Alert and notification.

1. Emergency response personnel and key public officials will be notified through the police department's Community Service Officers and supervisors.

2. Local news media will be notified and requested to assist in alerting the public about a civil disturbance when needed.

B. Command and control.

1. The Cedar Falls Chief of Police or his/her designee will have on-scene command and control of emergency response operations.

2. The Mayor of Cedar Falls will monitor the situation through updates provided by the Public Safety Director or designee.~~Chief of Police of his/her designee.~~

C. Functional assignments.

1. On-duty Cedar Falls ~~Police Officers~~Public Safety Officers, as well as off-~~-~~duty officers, will be contacted to respond to be assigned to specific duties.

2. The Public Safety Director and Chief of Police will be notified. Chief of Police or his/her designee will respond to oversee the situation.

3. Cedar Falls Fire will be contacted and respond to a location designated by the on-scene ~~police~~ public safety supervisor in charge to be in a standby mode in the event they are needed.

4. ~~Sartori~~ MercyOne Paramedics will be contacted and respond to a location designated by the on-scene police supervisor to be in a standby mode in the event that they are needed.

5. Depending on the location of the civil disturbance, the Director of UNI Police will be contacted and officers may be requested to assist Cedar Falls ~~Police~~Public Safety.

6. Depending on the size of the civil disturbance, Waterloo Police Department Watch Commander, Black Hawk County Sheriff's Department Shift Commander and the Iowa State Patrol Post 9 will be contacted and a request for officers to respond to assist Cedar Falls Police may be made.

7. If additional assistance is needed, the Communication Center may broadcast over a State radio frequency asking for additional assistance to respond.

8. The Mayor and City Administrator ~~of the City~~ shall be contacted and updated on the situation by the Director of Public Safety, the Chief of Police or his/her designee and may be requested to respond.

9. The Public Works Department may be notified to assist with such things as barricades, garbage and street cleanup, and other equipment or resources.

INCIDENT ANNEX J: TERRORISM

I. Purpose.

A. To develop a comprehensive, coordinated, and integrated response capability involving all levels of government.

B. To effectively assess the threat of and vulnerability to acts of terrorism within the community, as well as, prevent, mitigate, respond, and recover from an actual terrorist incident.

C. A coordinated domestic preparedness plan should actually involve two areas:

1. **Crisis Management** - Includes measures to identify, acquire, and plan the use of resources needed to anticipate, prevent, and/or resolve a threat or act of terrorism.

2. **Consequence Management** - Includes measures to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses and individuals affected by the consequences of terrorism.

II. Authority

A. U.S. Codes

1. 18 USC, 2332b (g)(5), Acts of Terrorism Transcending National Boundaries

2. 18 USC, 2331 (1), Definition of "International Terrorism"

3. 18 USC, 921 (a) (22), Firearms

B. Iowa Code:

1. Iowa Code, Chapter 29C, Chapter 708, Assault, 708.6, Terrorism

C. County Laws, Ordinances etc.:

1. There are no City or County ordinances that address terrorism.

III. Hazards

A. Black Hawk County has the following sites that may become targets for terrorism. This list is not all-inclusive and each local Jurisdiction may identify their own potential targets.

1. Governmental administrative centers or facilities (infrastructure) - (post office, law enforcement , fire/rescue, town/city hall, courthouse, mayors, county supervisors residences, judicial personnel (i.e., judges, prosecutors, residences , and offices)

2. Critical Infrastructure/Transportation (major highways, secondary roads, private drives, dirt/gravel roads, bridges and over passes.

3. Trucking/Transport Activity: (cargo loading/unloading facilities, type of cargo, pipelines, process/treatment facilities, dams, hazmat [oil] flagged registry)

4. Airports: (carriers, flight paths, airport layout (traffic control tower, runways, passenger terminal, and parking)

5. Trains: (physical rails, interchanges, terminals, over passes, and cargo.

6. Educational Facilities (schools, colleges & universities)

7. Medical Clinics

8. Hospitals, research institutions (nuclear, biological, chemical)

9. Athletic/sporting complexes

10. Convention centers

11. Research & Development complexes

12. Business and industry (malls, stores, mills, mines, factories , transportation nets, warehouses)

13. Religious edifices (including shrines & monuments)

14. Financial institutions (banking facilities/loan institutions)

15. Military Installations

16. HAZMAT Facilities: (302 facilities, combustion sites, generating sites, and treatment, storage, and disposal sites, utilities facilities,)

17. Special Needs Facilities: Nursing Homes, Assisted living facilities, and Handicapped persons.

18. Management & staff for any of the above

B. Any incident that is deemed by law enforcement as a terrorist threat or act shall cause this annex to be activated.

C. Hazard Agents:

1. The use of a Chemical in either a solid, liquid, or gaseous form, to affect an individual or a group of individuals that disrupts normal activity. In the event of chemical release, information safety and identification may be found in the Emergency response Guidebook.

   a) There is a moderate risk for the use of chemicals within the county due to the amount available.

   b) The sites at risk include, but are not limited to those sites listed above.

2. The use of biological agents, which consist of bacteria or viruses that affect an individual or group of individuals and may disrupt normal activity. The Black Hawk County Public Health Department shall maintain information on, and safety procedures that may need to be implemented within this annex.

   a) There is a low risk for the use of Biological weapons within the county.

   b) The sites at risk include, but are not limited to those listed above.

3. The use of a nuclear device would affect all the residents within Black Hawk County. It will be the responsibility of the State Department of Public Health to maintain information on treatment and public safety for such an event.

   a) There is a low risk assessment for this type of event

   b) The sites at risk include, but are not limited to those listed above.

4. The use of Radiological device may be used to affect individuals or a group of individuals for the purpose of disrupting normal activity. The Black Hawk County Public Health Department will maintain needed information on treatment and safety factors for these incidents.

   a) There is a moderate risk assessment for this type of event due to the availability of material within the county.

   b) The sites at risk include, but are not limited to those locations listed above.

IV. Situation and Assumptions

A. Situation.

1. Terrorism is defined as the unlawful use of force against persons or property to intimidate or coerce a government, civil population, or any segment thereof, in the furtherance of political or social objectives or goals.

2. Terrorism may take the form of:

a) Employment of Weapons of Mass Destruction - CBRNE (Biological , Radiological, Nuclear, Chemical, Explosive)

b) Radiological (legal radiological facilities (e.g., nuclear power plants, hospitals and other applicable sites, test reactors, etc.)

c) Hostage-taking

d) Sabotage

3. Assumptions

a) This plan will go into effect when a terrorist incident has occurred or a credible threat has been identified.

b) The Unified Command structure and procedures will be in place to ensure an effective and safe response to the incident. Unified command is a method for all agencies or individuals who have jurisdictional responsibility, and in some cases, functional responsibility, to contribute to determining overall objectives for the incident and selection of a strategy to achieve the objectives.

c) No one local, state, or federal agency has the authority or expertise to act unilaterally on issues that arise out of acts of terrorism, regardless of weaponry, equipment, or experience.

d) Acts of terrorism may overwhelm governments at any level.

e) Local, state, and federal officials may define overlapping areas of responsibility requiring inter-agency coordination for the duration of crisis and consequence management.

f) If adequate protective devices and measures are unavailable, responders cannot be required to risk their lives by entering NBC/WMD contaminated areas. Perimeters should be established until materials are identified, or have degraded to levels safe for first responders.

V. Concept of Operations

A. The National Incident Management System NIMS will be the framework for interoperability and compatibility that will, in turn, enable a diverse set of public and private organizations to conduct well- integrated and effective incident management operations. It does this through a core set of concepts, principles, procedures, and organizational processes, terminology, and standards requirements applicable to a broad community of NIMS users.

B. Direction and Control

1. Establish a command post and utilize the Unified Command Management System to effectively integrate and coordinate response resources and support from all levels of government.

2. Communications shall be maintained by the Black Hawk Consolidated Dispatch Center

a) Security of communications among responding organizations.

(1) Resources shall be staged away from the affected or contaminated area as directed by the Unified command.

b) The Unified Command shall develop a plan and cause the implementation of the plan so that Law enforcement may enforce accessibility policies This plan should include those who will be given access to the damaged and impacted areas, whether there are any time restrictions regarding access, whether escorts will be necessary, and what protective gear and identification will be required, if any, to enter these areas.

c) Coordination of communications with federal responders shall be maintained by the Black Hawk County Consolidated Dispatch.

C. Warning

1. The public shall be notified of the threat by the ~~unified command's~~ PIO, ~~who officer. The PIO officer~~ will inform and advise the risk population of the necessary protective actions to take. Such notification shall be through radio, television stations, and cable access channels along with the National Weather Alert System.

2. Emergency Public Information: The unified command may establish a Joint Information Center to coordinate the timely and appropriate release of information during the response and recovery phases.

D. Evacuation/Sheltering

1. In-Place sheltering information shall be released by ~~the unified command PIO officer~~ the PIO.

2. Evacuation routes/means of conveyance have been determined by the Emergency Management Agency and are included in the county Multi-Hazard plan. Necessary traffic control measures that will be implemented to facilitate evacuation from the risk area and enhance and supplement site security measures following the incident.

E. Mass Care

1. Red Cross (Hawkeye Chapter) shall maintain information and locations on mass care facilities and implement the Mass Care plan under the direction of the Emergency Management Agency.

2. City of Cedar Falls will review structural safety standards and implement those standards as required.

3. Black Hawk County Health Department along with the medical services of the county shall be responsible for maintaining plans for the public health of the residents of the county.

F. Resource Management (See also Annex M)

1. The affected jurisdiction shall activate needed mutual aid agreements as necessary.

2. Cedar Falls Police may provide for the security of evacuated areas, critical facilities, resources, and the impacted area to protect the crime scene and facilitate response and recovery efforts.

3. A finance person shall be assigned to coordinate and track resources both public and private and document associated costs.

VI. Organizations and Assignments of Responsibilities

A. The local emergency service organizations will be integrated into all levels of government responding to the incident. Responsibilities are as follows:

1. The Black Hawk County Emergency Management Coordinator (EMC)

a) Serves as the primary EOC coordinating officer

b) Leads and conducts meetings, conferences etc. to accomplish the following:

(1) formulate action plans

(2) define priorities

(3) resolve conflicts

(4) identify issues

(5) evaluate resources needs/commitment

c) Ensures tracking and journal/log management

d) Assigns local consequence management representatives as needed.

e) Ensures coordination with Public Information Office.

f) Consults with authorities and agencies at all levels to identify and prioritize unmet needs.

g) Serves as the liaison to state and federal agencies to support response/recovery efforts.

2. Cedar Falls Police ~~Department~~Division

a) Depending on the situation the Police Chief may appoint an ~~-~~ ~~–~~Incident Commander to provide leadership, direction, and crisis/consequence coordination.

~~a)~~b) The Police will follow their normal SOP's on gathering information on any terrorist elements within the county. If sufficient information is gathered such information will be forwarded to the Iowa Department of Safety and the Emergency Management Division.

~~b)~~c) Provides a Liaison Officer (LO) to the Federal Bureau of Investigation's (FBI) Joint Operations Center (JOC) as required.

~~c)~~d) Establishes/maintains communication between the site and county's Emergency Operations Center (EOC).

~~d)~~e) Maintains close coordination with Public Information Officers (PIO).

~~e)~~f) Assists in the determination of additional resources that require the county to request assistance from state and federal resources.

~~f)~~g) Assists in the development of Standard Operating Procedures (SOP) and other guidance documents as applicable for crisis/consequence management issues.

~~g)~~h) Assists in providing investigative services/actions.

3. Cedar Falls Fire ~~Department~~Division.

a) Will maintain SOG's that state when and under what condition search and rescue efforts will be implemented.

b) The State Homeland Security Emergency Management, Urban Search and Rescue Teams may be requested through the Black Hawk County Emergency Management Agency.

4. The Black Hawk County Emergency Management Agency

a) May develop procedures to deploy personnel and resources to support crisis/consequence management efforts.

b) The FBI may provide technical assistance to law enforcement and other agencies with regard to devices, weapons, & explosives in response to a terrorist incident.

(1) Investigative assistance

(2) Training

(3) Decontamination coordination or support

VII. EMS Units

A. Establishes and carries out protocols such as:

1. Scene Command

2. EOC/Command Post Liaison

3. Communications

B. The Black Hawk Health Department and Human Services Offices

1. County Health Department

a) Develop procedures that identify how personnel and resources will be deployed in support of crisis/consequence management efforts, for example:

(1) Threat/agent assessments

(2) Epidemiological investigations

(3) Hazard identification

(4) Hazard reduction/decontamination

(5) Iowa Department of Public Health liaison & coordination

(6) Arrange & coordinate pharmaceutical support as required

2. Iowa Department of Human Services may:

a) Coordinate with the emergency management coordinator on response and recovery actions.

b) Provide or coordinate mental health services for victims and first responders involved in a terrorism incident.

c) Hospitals and other medical providers:

(1) Shall collaborate with the County Public Health in providing medical care and collection of information.

3. The Black Hawk County Attorney

a) Provides intelligence and investigative resources for crisis/consequence management efforts as required.

b) Maintains representative liaison with EOC, JOC, or other localities/facilities as directed.

4. Public Works

a) Assist with site-area damage assessment.

b) Assist and or coordinate site-area clearances and restorations.

c) Provide/coordinate the contracting for material resources support.

VIII. Recovery

A. Recovery can sometimes start before the crime investigation is complete. Recovery efforts will focus on restoring the scene to its condition prior to the incident. The following actions may be necessary:

1. The City may continue to monitor area for any residual after-effects, as necessary.

2. The Police will maintain protective actions as the situation dictates.

3. The Financial officer will continue to coordinate and track resources and document costs.

4. The appointed PIO Officer shall continue to keep the public informed of the recovery efforts.

5. The City will develop and implement long-term environmental decontamination plan, as necessary, in coordination with the appropriate local, state and federal government agencies.

IX. Training and Exercising

A. Response personnel in the City of Cedar Falls will receive terrorism awareness / operational level training, in order to enhance their ability to recognize situations that may be acts of terrorism. This training may come from Federal, State, or Local sources.

B. This training will integrate state and federal training programs in support of state and federal guidance.

C. Such training will focus on tactical operations for explosive, nuclear, biological, and chemical agents.

X. Administration and Logistics

A. The administrative framework for terrorist incident response operations is outlined here.

B. General support requirements

1. Availability of services

2. Iowa Mutual Aid Compact

3. Mutual aid agreements

4. Administrative policies and procedures (e.g., financial record keeping)

INCIDENT ANNEX K: MASS CASUALTY

I. Situation.

A. Mass casualties could result from a severe structure fire, vehicular accident, tornado, civil disturbance, criminal acts, or terrorism.

B. A mass casualty incident (MCI) ~~will~~ is likely to overwhelm local EMS resources ~~and result in unnecessary pain and suffering.~~.

II. Mitigation.

~~A.~~ The City of Cedar Falls has taken actions to minimize the adverse consequences of a mass casualty incident.

III. Preparedness.

A. The City of Cedar Falls has taken the following actions to prepare for a mass casualty incident.

1. The Cedar Falls Fire ~~Department~~ Division provides a non-transport Emergency Medical Technician - Basic Life Support level service. All Personnel are trained in MCI procedures.

2. The Cedar Falls Fire ~~Department~~ Division maintains MCI guidelines and protocols.

3. The Cedar Falls Fire ~~Department~~ Division trains with ~~Sartori/Covenant~~Mercy One paramedics and other agencies for potential MCI events.

4. The City of Cedar Falls works with Black Hawk Emergency Management and the Local Emergency Planning Committee to plan and prepare for MCI events.

IV. Response.

A. Alert and notification.

1. The Cedar Falls ~~Fire Department, Police~~ Public Safety Service Department~~,~~ and other agencies will be notified through Black Hawk County Consolidated Dispatch.

2. If necessary, the Mayor and ~~Emergency Operations~~MAC Group will be notified through the ~~Police Department Community Services Officer~~Public Safety CSO Desk.

3. Dispatch will also notify BHC EMA, Hospitals, and Black Hawk County Public Health.

B. Command and control.

1. All MCI incidents will utilize the Incident Command System.

INCIDENT ANNEX L: PANDEMIC FLU

V. Situation.

A. Given the variety, severity, and complexity of possible viral spreads, no single plan will be able accommodate every situation. For this reason, this annex seeks to provide only a general, flexible guide which can be adapted to the situation at hand.

B. According to the World Health Organization, an influenza pandemic occurs when a new influenza virus appears, against which the human population has no immunity. This results in several simultaneous epidemics worldwide with enormous numbers of deaths and illness.

C. With the increase in global transport and communications, as well as urbanization and overcrowded conditions, epidemics due to the new influenza virus are likely to take hold around the world.

D. Socio-economic impacts from an influenza pandemic to consider:

1. Food shortages due to supply chain breakdowns.
2. Employee absenteeism due to concerns of contracting influenza.
3. Large businesses will suffer; small businesses may close down permanently.
4. Significant numbers of health care professionals may quit due to burnout and stress.
5. Social distancing orders will shut down recreational events, sporting events and public spaces such as bars and restaurants.

E. City Impacts to consider:

1. Daily employee allocation decisions.
2. Decisions of essential vs. non-essential services.
3. All personnel wearing masks at all times.
4. Emergency Operations Center / Incident Command System activated.
5. All essential positions within NIMS/ICS must be three-deep (primary, assistant, alternate) to account for potential illness/incapacitation.
6. Triage system may be required for patient prioritization.
7. Drastically increased call volume for medical service / 911 overload.

8. Mass medicine dispensing, alternative care sites, temporary morgues.

9. Increased need for cemetery workers, including possible round-the-clock grave digging.

10. Shutdown of the Cedar Falls Public Library, recreation facilities and city-sponsored camps.

11. Closure of schools will cause disruptions in employee child care.

VI. Mitigation.

A. The City of Cedar Falls mitigates the risk of pandemic illness through:

1. Careful regulation of the 'backyard hens' program, including a record of the locations and numbers of all registered poultry within city limits.

2. Posting of public hand sanitizer stations in public buildings.

3. Posting of CDC-approved signage regarding proper hygiene in public building restrooms.

4. Coordinating annual flu shots for all city employees desiring one.

VII. Preparedness.

A. The City of Cedar Falls has taken the following actions to prepare for a pandemic:

1. Deployment of teleconference technologies to allow staff, elected officials, appointed officials, and the public to meet virtually.

2. Establishment of remote work options for staff members able to carry out their work from home.

3. Stockpiling of sufficient masks and gloves for first responder protection in the early stages of a pandemic.

4. Training of first responders in infection control measures.

VIII. Response.

A. Alert and notification.

1. Continuously provide information to internal and external stakeholders. Partner with the county public health department to coordinate appropriate messaging regarding risks and prevention techniques.

2. The city Communications Specialist will provide relevant information to the public through normal channels. In the event that the Incident Commander designates a Public Information Officer (PIO), this person shall be the primary communications coordinator for the event.

3. The mayor shall be the primary spokesperson for the city's response to a pandemic emergency.

B. Command and control.

1. In a declared public health emergency, the Black Hawk County Department of Public Health (BHCDPH) and Iowa Department of Public Health (IDPH) will provide guidance and recommendations.

2. The County Public Health Director shall serve as the county-wide Incident Commander for the emergency. The City of Cedar Falls shall support the county-wide effort through participation in the County Emergency Management Commission.

3. Directives to the Cedar Falls public will be provided by the Iowa State Legislature or Governor (through proclamation), by the Cedar Falls City Council, or by the mayor through 48 hour emergency proclamation.

4. Monitor the evolving pandemic in real-time to guide the selection of response measures that will become apparent once the virus has emerged.

5. Contain exposure to and transmission of the virus to individuals throughout the community by implementing control measures that match the behavior of the virus and that have the greatest chance of reducing the number of cases and delaying spread. These may include, but are not limited to:

a) Travel restrictions.

b) Closing of schools.

c) Cancelling sporting events.

d) Bans on mass gatherings.

e) Physical distancing.

f) Quarantines.

g) Community Containment

6. Mask requirements on private property will be solely determined by the State of Iowa.[2] The city may still issue masking provisions in city buildings and on public property.

7. Maintain civil order.

8. Order the destruction of poultry in response to an Avian Flu pandemic.

9. Support health and medical systems.

10. Sustain critical infrastructure and essential services.

11. Provide guidance for the use of key commodities and resources.

12. Provide for the needs of employees and their immediate families.

13. Provide for housing essential personnel in local hotels if necessary, and support these personnel with lodging, sanitation, communications, and other needs.

[2]Iowa Code 364.13 (14) (2021) states that "*A city shall not adopt an ordinance, motion, resolution, or amendment, or use any other means, that requires the owner of real property to implement a policy relating to the use of facial coverings that is more stringent than a policy imposed by the state*."

INCIDENT ANNEX M: CYBER ATTACK

I. Situation.

A. Hacker attacks against computer networks and infrastructure have become increasingly sophisticated, and may be either malicious or financially exploitative in nature. Often those carrying out these attacks are located overseas, making law enforcement prosecution very difficult.

B. Increasingly, businesses and governments are targeted by sophisticated criminal elements to hold data for ransom ("ransomware attacks"). Typically these payments are demanded via cryptocurrency.

II. Mitigation.

A. The City of Cedar Falls carries out cyber-attack mitigation strategies.

1. Regular system backups.

2. Use of a business continuity plan in the event of system failure.

III. Preparedness.

A. The City of Cedar Falls has taken the following actions to prepare for ransomware attack:

1. Annual required training for all city personnel in techniques used by attackers to obtain access to computers and networks.

2. Use of system monitoring tools.

3. Deployment of internal testing to better understand weaknesses and educate city employees on the dangers of phishing attacks.

IV. Response.

A. Alert and notification.

1. Users experiencing problems will immediately notify the City IT Helpdesk (319-268-5555) for further instructions.

2. The City IT Manager will notify the outside resources in accordance with departmental SOPs and SOGs.

3. The City Administrator or designee will contact local partner agencies (CFU, Consolidated Dispatch, County EMA, etc.) as necessary.

B. Command and control.

C. Command and Control.

1. The Information Technology Manager will normally be assigned as the Incident Commander to for a cyber-attack response.

2. In the event of a suspected system compromise, the affected computer should immediately be disconnected from the network to attempt to isolate the problem.

3. Further guidance in response to a cyber-attack will be carried out via departmental SOP's and SOG's.

CONTINUITY ANNEX A: BUSINESS PRESERVATION

I. Situation.

A. Essential administrative functions including, municipal business, the delivery of public services and recordkeeping are performed at the Cedar Falls City Hall.

B. Should the City Hall become unusable due to fire, structural damage, hazardous material contamination or other conditions, essential records might be destroyed and the City of Cedar Falls would be unable to conduct city business and provide essential services to the public. This could result in community hardship, particularly in the aftermath of major emergency or disaster.

II. Mitigation.

A. The City of Cedar Falls has taken the following actions to minimize the adverse consequences of damage to, or destruction of its City Hall.

1. The Cedar Falls Fire ~~Department~~ Division will perform periodic inspections of the City Hall to identify and correct potential fire hazards.

2. The Public Works Director ~~and Directive of Administrative Services~~ carries out ~~will cause to have~~ normal preventative maintenance and updating ~~completed~~.

III. Preparedness.

A. Alternate City Hall.

1. The following locations have been identified as a substitute City Hall. The site will be designated by the City Administrator ~~Mayor or Director of Administrative Services~~ based on immediate needs, hazards, etc.

a) Public Safety Building

b) Public Works Complex

~~a)~~c) Visitors Center

~~b)~~d) Community Center

~~c)~~e) Hearst Center

2. Replacement of essential equipment.

a) The ~~Director of Administrative Services~~Director of Finance and Business Operations shall maintain a list of essential equipment that may need to be replaced should the Cedar Falls City Hall become unusable.

3. Preservation of vital records.

a) The City Clerk will be responsible for ensuring that backup copies are made of all essential records and kept at safe and secure locations.

IV. Response.

A. The ~~Director of Administrative Services~~ City Administrator will notify key officials and the public that the City Hall has been relocated.

~~B. The Director of Administrative Services~~City Administrator ~~will coordinate the relocation including:~~

~~1. The emergency procurement of essential equipment and supplies.~~

~~2. Recover and relocate backup copies of essential records.~~

V. Recovery.

A. The Public Works Director will coordinate damage assessment and reconstruction activities for City facilities.

APPENDIX 1: GLOSSARY OF TERMS

Accountability – A system to track personnel by function and location at the scene of an emergency.

Action Plan – A written document that consolidates all of the operational actions to be taken by various personnel in order to stabilize the incident.

Conflagration – A large and disastrous fire.

Command Post – Location of the incident commander at the scene of an emergency.

Communications – Anticipating emergency communication needs as well as well as providing communications during an emergency.

Contingency Plan – A plan that outlines actions to be taken by a public/private sector organization to restore vital operations/services following a systems failure caused by an emergency/disaster or other circumstances

Damage Assessment – Assessing: 1) the physical damage suffered in order to determine operational status and organize the disaster response, and 2) the monetary loss incurred as the basis for seeking a state or federal disaster declaration which could make the jurisdiction eligible for financial assistance.

Debris Removal – The establishment of priorities and the removal of debris to 1) clear emergency routes, 2) aid in restorations of essential utilities, 3) gain access to isolated areas, and 4) remove potential health and safety hazards.

Direction and Control – Key public officials (mayor, supervisors, town manager, Emergency Management coordinator, sheriff, police chief, etc.) exercising overall coordination of emergency operations from the Emergency Operations Center.

Disaster – An emergency that overwhelms local resources.

Emergency – A sudden and unforeseeable event, which requires immediate action to prevent or lesson injury or harm to people, property and/or the environment.

Emergency Action Plan – An OSHA required plan that describes actions to be taken to protect employee health and safety in the event of a workplace fire or other emergency.

Emergency Medical Services – All the emergency medical care procedures required from the onset of injury or disease until a patient is in an established medical care facility. This includes such things as triage (sorting of victims at the scene), emergency first aid, medical transportation, hospital care, and post- hospital outpatient care.

Emergency Operations Center (EOC) – Pre-designated facility established by an organization to coordinate overall emergency response and recovery operations.

Emergency Public Health and Mortuary Services – Health threatening problems arising from a disaster including such things as inspection if food and water supplies (public or private), sewage and waste disposal systems, public feeding and housing facilities, control of disease carriers, epidemic control, and the proper collection, identification, and disposition of the dead.

Emergency Public Information – The systematic release of official information and guidance concerning a disaster to newspapers, radio and TV stations, and the general public.

Emergency Response – All actions taken to prevent (or reduce) injury or harm to people, property and the environment at the scene of an emergency or disaster. Emergency response operations are terminated when threats to public health and safety, property and/or the environment have been eliminated.

Evacuation and Mass Transportation -The large scale emergency evacuation of people, movement of injured, and transportation of supplies and equipment.

Fire Services -The emergency protection of lives and property from the results of a disaster, including but not limited to fires, building collapse, and other situations where fire departments have the trained personnel and/or equipment needed.

Hazard or Threat - Any condition, act or event that has the potential to cause an emergency.

Hazardous Material -Any substance that has the ability to cause injury or harm to people, property and/or the environment when misused or unintentionally released from its container. Hazardous materials include, toxic, explosive, reactive, flammable, corrosive, radioactive and infectious substances.

Human Services - Means social services activities, counseling, inquiry about persons, and the temporary feeding, clothing, and housing in situations not of a sufficient scope to justify activation of a mass care system.

Incident Command System (ICS) -A top down modular management system with pre-assigned duties and functions for the command, control, and coordination of on-scene emergency response operations.

Incident Commander - On-scene emergency response official with has command and control authority of operations.

Law Enforcement - Enforcement of current laws/ordinances .or emergency orders to limit access to the disaster area, protect property and lives, maintain order, and assist with other immediate emergency measures.

Mass Care – Is the registration, housing, feeding, clothing, and other essential s provided for a large number of people displaced from their homes by disaster.

Mitigation – All actions taken to eliminate or reduce injury or harm to people, property and/or the environment in the event of an emergency. Examples of mitigation include the installation of secondary containment around chemical storage tanks and the construction floodwalls.

National Incident Management System (NIMS) – A comprehensive national approach to incident management that is applicable at all jurisdictional levels and across all disciplines that allows for coordinated, standardized response and interoperability. NIMS compliance is required by all agencies and jurisdictions seeking the use of State and Federal resources and funding.

On-Scene Risk Management Plan - Concept by which emergency response personnel risk little to: save that which has already been lost, that which has little value or perform actions that have little effect on final outcome.

Outcome -The end result of an emergency response operation as determined by lives saved, property conserved and pollution prevented. Outcome = directed losses (injury or harm caused by the situation) and incurred losses (injury or harm to emergency responders and their equipment).

Points of Distribution -- Centralized locations where the public can pick up life sustaining commodities following a disaster or emergency. This can include commodities such as food and water, as well as medications in the event of a biological emergency.

Preparedness -All actions taken to prepare for an emergency or disaster Examples of preparedness include, preparing an emergency operations plan, training and purchasing emergency response supplies and equipment.

Protective Shelter - Is the provisions of appropriate shelter to protect people from the effects of a disaster.

Public Works - Is the flexible emergency response capability for engineering, construction, and repair and restoration of essential public facilities and services and services and provides for debris removal.

Radiological Protection - Is the detection, monitoring, and exposure control in emergency situations involving radioactive material.

Resource Management - The effective allocation and coordinated utilization of all resources (manpower, equipment, facilities, and supplies) made available to a jurisdiction stricken by a disaster.

Senior Official – Provides policy guidance on priorities and objectives based on situational needs and the emergency plan, typically with the advice of the Multiagency Coordination (MAC) Group. Delegates response authority to an Incident Commander.

Standard Operating Guideline (SOG) - Provides guidance on how a task is to be performed. Standard operating guidelines can be modified in response to incident-specific conditions and circumstances.

Standard Operating Procedure (SOP) - Describes how a task is to be performed. Standard operating procedures are legally binding and cannot be modified in response to incident-specific conditions and circumstances.

Search and Rescue -The organized, systematic search and rescue of lives trapped or missing as a result of a disaster or emergency.

Recovery - Post emergency response operations required to provide for essential needs and/or restoration of vital services and (2) restore normal functions and activities to pre-emergency conditions.

Staging Area. A location of unassigned personnel and equipment at the scene of an emergency.

Terrorism - As defined by the FBI, "the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in the furtherance of political or social objectives." This definition includes three elements: (1) Terrorist activities are illegal and involve the use of force. (2) The actions are intended to intimidate or coerce. (3) The actions are committed in support of political or social objectives.

Utilities Restoration -The restoration of service with priorities to those with a critical need for emergency operations.

Warning - Receiving warning of an impending disaster or emergency situation and transmitting that warning both to key public officials and to the general public of the jurisdiction concerned.

APPENDIX 2: ACRONYMS

~~**ICP –** Incident Command Post~~

BHCIAEMA – Black Hawk County Emergency Management Agency

DNR - Department of Natural Resources

EMA – Emergency Management Agency

EMD - Emergency Management Division

EMS - Emergency Medical Services

EOC - Emergency Operations Center

EOP - Emergency Operations Plan

IC – Incident Commander

ICP – Incident Command Post

ICS~~/IMS~~ - Incident Command System~~/Incident Management System~~

IHSEMD – Iowa Homeland Security and Emergency Management Department

LO – Liaison Officer

MAC Group – Multiagency Coordination Group

MCI – Mass Casualty Incident

NIMS - National Incident Management System

PIO - Public Information Officer

POD – Point of Distribution

SOG - Standard Operating Guideline

SOP- Standard Operating Procedure

APPENDIX 3: LOCAL DISASTER DECLARATION

Due to _____which occurred on _____causing severe damage to public and private property, disruption of utility service and endangerment of health and safety of the citizens of Cedar Falls within the disaster area. Therefore, I am declaring a state of emergency authorized under Iowa State Statute and will execute the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the applying to the State of Iowa for assistance for damage assessment necessary for a Presidential Disaster Declaration.

_____

Mayor, City of Cedar Falls, Iowa

_____

Date

Witness my hand and seal of my office this _____ day of _____ , 20____.

_____

City Clerk

APPENDIX 4: MAYOR'S SUPPLEMENTAL PROCLAMATION

Pursuant to the powers vested in me as Mayor under Section 372.14 of the Iowa Code and Section of the City Code of , I do hereby declare and proclaim that no (residential) (business) building or premises within (the City)(the following described area of the City, to wit:

_____

_____

_____

shall be occupied or used for (a dwelling place)(normal business operations), except until such time as the Cedar Falls Utilities Water Department determines and declares that water service has been restored [to the (water zone)(area) within which the building or premises is located. Upon full restoration of water service to the City, (including Zones A, B, C & D,) as determined and declared by the Cedar Falls Utilities Water Department, this Proclamation shall be deemed to be withdrawn and of no further force and effect.

Issued this day of 20 .

By: _____

Mayor, City of Cedar Falls

Attest: _____

City Clerk

APPENDIX 5: MAYOR'S PROCLAMATION OF PUBLIC EMERGENCY

Pursuant to the powers vested in me as Mayor under Section 372.14 of the Iowa Code and Section of the City Code of Cedar Falls, I do hereby declare and proclaim that a state of public emergency exists within the City of Cedar Falls, Iowa due to:

_____

_____

NOW, THEREFORE, pursuant to the emergency powers vested in me:

1. I do hereby declare my intention to oversee and direct the provision of disaster services to the City of Cedar Falls and its citizens, and my intention to issue such further proclamations as are in my judgment necessary to maintain health, welfare, and safety within the community, and to issue and promulgate such orders and rules as I may deem necessary and appropriate under the circumstances.
2. I do hereby authorize the Cedar Falls Police to remove or cause the removal of persons and/or personal property from _____ or from areas where emergency services are being provided, when in the judgment of police officers the presence of such persons or property constitutes a danger to the health, welfare, or safety of persons or property, or constitutes an impediment to the provision of emergency services.
3. I do hereby authorize City personnel assigned to provide emergency services, including but not limited to the following personnel: _____

   _____

   to give direction to the public as necessary to facilitate the provision of said emergency services.
4. I further declare my intention to procure by purchase or lease, without competitive procurement procedure, such goods or services as I may deem necessary for the City's emergency response effort or for the repair of City buildings and facilities.

5. I further declare my intention to lease real property and/or buildings as I may deem necessary to facilitate the City's emergency response effort, or as I may deem necessary for the continued operation of city government.
6. Any violation of this proclamation, or of a supplemental proclamation hereto, or of any order or rule issued pursuant to this or any supplemental proclamation, or of any order issued by a peace officer pursuant to this or any supplemental proclamation, or of any directive issued by designated emergency services personnel pursuant to this or any supplemental proclamation, shall constitute a misdemeanor chargeable under Section of the City Code, and punishable as provided by Section of the City Code.

This proclamation of public emergency shall remain in effect until withdrawn or modified by me.

Issued this _____ day of _____ , 20 ____.

By: _____

Mayor, City of Cedar Falls

Attest: _____

City Clerk

APPENDIX 6: EVACUATION INSTRUCTIONS

1. Stay calm.
2. Gather your family, and a neighbor or someone else who needs help.
3. If the evacuation is mandatory, take essential items (diapers, baby food, clothes, money, personal toiletries, medicines, etc.
4. Turn off all appliances (stove, lights, heaters, etc.)
5. Lock your house.
6. Do not use more cars than you have to.
7. Keep windows & vents in the car closed.
8. Go immediately to the home of a friend or relative outside the evacuation area, or to a shelter or staging area located at: _____
9. Officers will be stationed at intersections along the way to direct you.
10. If you need transportation, call: _____
11. Children at the following schools: _____

    will be evacuated to: _____
12. Do not drive to your child's school. Pick your child up from the authorities at the shelter.
13. The hazardous material is toxic. Signs & symptoms of over exposure are:

    _____

    _____
14. If you have any of these signs or symptoms, seek medical attention help at:

    _____
15. Do not use telephones unless you need emergency service.
16. Pets: Carrier, food, collar, leash, medicines, proof of vaccinations, etc.
17. Other

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FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Public Records Division

TO: Honorable Mayor Green and City Council Members

FROM: Jacque Danielsen, City Clerk

DATE: August 27, 2021

SUBJECT: Public Meeting Protocols

Please find attached a proposed resolution approving and adopting revised public meeting protocols during the COVID-19 pandemic that were discussed at the August 16, 2021 City Council Work Session. This resolution will establish remote public participation for city council meetings and city boards and commission meetings when the Black Hawk County Health Department COVID-19 Response website reports the current Black Hawk County status as “High” (Red) as of 8:00 am on the Wednesday prior to the City Council meeting and at the time that agendas are posted for board and commission meetings.

This resolution also reinforces that a majority of all members of City Council and boards and commissions must be present in person during the meetings in order to constitute a quorum to conduct business.

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING REVISED PUBLIC MEETING PROTOCOLS FOR THE CITY OF CEDAR FALLS DURING THE COVID-19 PANDEMIC

WHEREAS, during the COVID-19 pandemic, the City determined that safety protocols were necessary to ensure the safety and well-being of the public, city employees and elected officials who attend City Council meetings, and

WHEREAS, City Council adopted Resolution #22,201, approving and adopting public meeting protocols as a standard for in-person attendance at City Council meetings, and

WHEREAS, on July 23, 2021, Governor Reynolds allowed the suspension of any requirement for governmental bodies to hold a public hearing or public meeting entirely by electronic means, to expire, and

WHEREAS, Iowa law requires that in order for the City to lawfully hold a public hearing or public meeting entirely by electronic means, an in-person hearing or meeting must be impossible or impractical; and

WHEREAS, the City Council has determined that in-person hearings and meetings are neither impossible, nor impractical at this time; and

WHEREAS, the City Council has determined that when the Black Hawk County Health Department COVID-19 Response website reports the current Black Hawk County Status as “High” (Red) as of 8:00 am on the Wednesday prior to the City Council meeting, provisions be made for participation of the public in public meetings by electronic means as an option.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Cedar Falls, Iowa, that Resolution #22,201 is hereby rescinded.

BE IT FURTHER RESOLVED that although the City Council shall continue to meet in person, the public shall be provided the option to participate in City Council meetings by electronic means if the Black Hawk County Health Department COVID-19 status is being reported as “High” as of 8:00 am on the Wednesday prior to a City Council meeting.

BE IT FURTHER RESOLVED that a majority of all members of the City Council must be present in person during meetings in order to constitute a quorum to conduct business.

BE IT FURTHER RESOLVED that any other public entity, including City Boards and Commissions, using the City Council Chambers or other city facilities for public meetings, shall use the same criteria, except that the determination of Black Hawk County COVID-19 status for purposes of public access shall be made at the time that agendas are posted for public meetings of such public entities.

ADOPTED this 7th day of September, 2021.

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council Members

FROM: Lisa Roeding, Controller/City Treasurer

DATE: August 12, 2020

SUBJECT: City's Request for Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, which included $65 billion in Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The federal funding will be distributed to state and local governments to aid in the recovery from the budgetary, economic and financial impacts of the COVID-19 pandemic. The US Treasury provided guidelines for each city to follow while thinking about ways to use the funds. The City of Cedar Falls is eligible to receive CSLFRF grant funding in two tranches, with 50% received this year and the remaining 50% in 2022 a year from the first tranche date. The City is required to request the funds through the U.S. Department of the Treasury's *Treasurer Submission Portal* and will be required to execute other related reports, amendments and documents in connection with ARPA. To do so the City Council must designated an Authorized Representative.

Tonight, staff is requesting the City Council designate the Director of Finance and Business Operations as the City's Authorized Representative to execute related documents associated with the funds received from the Coronavirus State and Local Fiscal Recovery Funds allocated from the American Rescue Plan Act.

The City of Cedar Falls is allocated $6,508,740 in funding from the Coronavirus State and Local Fiscal Recovery Funds that will cover eligible expenditures that will aid in the recovery from the COVID-19 pandemic that are fully obligated by December 31, 2024. A presentation with a staff recommendation for use of the Coronavirus Local Fiscal Recovery Funds will occur on September 20, 2021.

If you have questions regarding this, please feel free to contact Jennifer or myself.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

RESOLUTION NO. _____

RESOLUTION DESIGNATING THE DIRECTOR OF FINANCE & BUSINESS OPERATIONS AS THE CITY OF CEDAR FALLS AUTHORIZED REPRESENTATIVE FOR SIGNING AND FILING DOCUMENTS TO OBTAIN FEDERAL FINANCIAL ASSISTANCE UNDER THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million Americans ("Pandemic"). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs; and

WHEREAS, as a result of the Pandemic city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic; and

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included $65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, the United States Department of Treasury requires the City of Cedar Falls to designate a representative for the purpose of obtaining Federal financial assistance under the Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act.

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

Section 1. That the Director of Finance & Business Operations is designated to be the City of Cedar Falls Authorized Representative for the purpose of obtaining Federal

financial assistance under the Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act.

ADOPTED this 7th day of September, 2021

_____
Robert Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, CMC
City Clerk

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: August 30, 2021

SUBJECT: FYE June 30, 2021

City finance staff has been working on closing out the general ledger for the fiscal year ended June 30, 2021. As part of that process, we have looked at the total revenues and the total expenditures for the General Fund. We were fortunate in FY21 to have some revenues that exceeded budgeted amounts. These included property taxes, building permit revenues, and the receipt of the backfill funds. In addition, we had areas that expenditures were less than budgeted amounts. The significant areas included planning, engineering, and public safety. The result was an excess in the General Fund of approximately $2.3 million. The backfill portion in the amount of approximately $600,000 was already designated by the City Council through the goal setting and budget process to set those funds aside for a capital project if those funds were received. This leaves $1.7 million remaining.

Again through the goal setting process, one of the things Council discussed was to try and increase the emergency reserve fund. By placing $500,000 in the emergency reserve fund, that would increase the uncommitted balance of that fund to approximately $2 million, which is in-line with Council's directive. The remaining $1.2 million can be transferred to the capital projects fund. This gives the Council the opportunity this Fall during the Capital Improvements Program (CIP) process and goal setting process to determine the best use of those funds, including identifying a capital project for the funds to be used towards.

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE EMERGENCY RESERVE FUND AND THE CAPTIAL PROJECTS FUND RELATIVE TO THE FISCAL YEAR ENDED JUNE 30, 2021.

WHEREAS, each year the city staff compiles the total revenues received by the General Fund and the total expenditures of the General Fund to determine the balance in the General Fund at year end; and

WHEREAS, the City received $598,520.56 in backfill funds from the State of Iowa to be used for a one-time capital project as determined by the City Council through the goal setting and the budget process; and

WHEREAS, the City also received $963,401.47 for COVID-19 public health emergency funds through the CARES Act; and

WHEREAS, the City Council also through the goal setting process had a priority of using any surplus for increasing the emergency reserve fund and for capital projects; and

WHEREAS, to meet these goals outlined by City Council, the backfill funds received in the fiscal year ended June 30, 2021 in the amount of $598,520.56 will be transferred to the Capital Projects Fund for the City Hall remodel project, $500,000.00 will be transferred to the Emergency Reserve Fund to increase the balance in that fund; $963,401.47 will also be transferred to the Emergency Reserve Fund to support a future public safety building site, and the remaining surplus of $1,200,000.00 will be transferred to the Capital Projects Fund. This remaining amount will be used for a project to be specifically designated by the City Council through the goal setting and capital improvements process; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize said transfers.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said transfers from the General Fund to the Emergency Reserve Fund and Capital Projects Fund of the City of Cedar Falls, Iowa, are hereby approved and authorized.

ADOPTED this 7th day of September, 2021

_____
Robert Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, CMC
City Clerk

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor Green & City Council Members

FROM: Brenda Balvanz, Human Resources Specialist

DATE: August 30, 2021

SUBJECT: One Source Background Company – Account Service Agreement

Finance & Business Operations staff was notified this spring by Public Safety Services staff that they were unable to continue providing driver's license validations for pre-employment and promotional placements. HR staff reviewed options for obtaining this and other information necessary before new hire and promotional offers are extended.

Upon completing vendor demonstrations, considering internal and external services, and reviewing pricing, an external background company was determined to be most appropriate to complete the above and best assist the City with Fair Credit Reporting Act (FCRA) requirements.

Attached for your approval is an Account Service Agreement with One Source Background Company for the City to begin completing employment background reports and driver's license validations with this fall. If you have questions before the September 7th City Council meeting, feel free to contact me at 268-5112 or Jennifer Rodenbeck at 268-5108.

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Colleen Sole, Human Resources Specialist

onesource
The Background Check Company

PO Box 24148 | Omaha, NE
P | 800.608.3645 ext. 311 F | 800.92
accounting@onesourcebackground.com

ACCOUNT SERVICE AGREEMENT

SECTION A: ACCOUNT SERVICE AGREEMENT

This Account Service Agreement (this "Agreement") is executed by and between One Source The Background Check Company, Inc., a Nebraska corporation ("One Source") and Consumer Reporting Agency hereinafter referred to as "CRA" and City of Cedar Falls , an Iowa Non-Profit ("End User"). This Agreement shall be effective on the date of the last signature to this Agreement below (the "Effective Date"). CRA and End User may herein be collectively referred to as the "Parties" or individually as a "Party." NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT.

1.1 This Agreement applies to any information services which End User may desire to receive from CRA and which CRA offers to End User. Such information services shall herein be collectively referred to as "Services".

2. CONSUMER REPORT INFORMATION.

2.1 CRA makes certain consumer report information available to its End Users who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). Such consumer report information shall herein be collectively referred to as "Consumer Report" or "Reports".

3. LEGAL COMPLIANCE.

3.1 End User certifies to CRA that the Reports it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to, the FCRA and further certifies that the Reports will not to be used for purposes except for the permissible purpose outlined in this agreement. End User accepts full responsibility for complying with all such laws and for using the Reports it receives from CRA in a legally acceptable manner. To that end, End User agrees to present Applicant with clear and conspicuous disclosure, if applicable, and capture authorization pursuant to the permissible purpose set forth herein this agreement per the FCRA and provide all statutorily required notices, as applicable, pursuant to the FCRA (e.g., adverse action).

3.2 End User accepts full responsibility for any and all consequences of End User's use and/or End User's dissemination of the Reports.

3.3 End User certifies that each Report will only be used for a one-time use and for no other purpose other than as per the permissible purpose outlined in this agreement.

3.4 End User understands that federal government, individual states and municipalities, and nations worldwide may have laws that regulate, ban, or restrict the use of this information and it is up to the End User to identify and comply with such laws. End User certifies awareness of the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The FCRA creates responsibilities and obligations for the End User. End User understands these obligations and agrees to abide by them. International laws/regulations would need to be followed if consumer reports are procured that will include information or residence from outside the U.S.

4. FCRA PENALTIES.

4.1 THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CRA UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

5. PERMISSIBLE PURPOSE.

5.1 In accordance with the written instructions of the consumer to whom it relates.

5.2 To a person which it has reason to believe

5.2.1 Intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or

5.2.2 Intends to use the information for employment purposes; or

5.2.3 Intends to use the information in connection with the underwriting of insurance involving the consumer; or

5.2.4 Intends to use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or

5.2.5 Intends to use the information, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or

5.2.6 Otherwise has a legitimate business need for the information

5.2.6.1 In connection with a business transaction that is initiated by the consumer; or

5.2.6.2 To review an account to determine whether the consumer continues to meet the terms of the account.

5.3 End User will be required to obtain different account codes for each scope of business for which it will procure Reports.

6. CREDENTIALING.

6.1 End User agrees to comply with CRA's obligation to complete due diligence of required credentialing prior to being given access to order and view Reports. CRA will work with End User to provide options as it relates to credentialing whenever possible. Additional credentialing measures will be required if the information cannot be verified or is otherwise outdated, the End User is a Sole Proprietor, the End User's location has been open for less than one year, or the location in which Reports are accessed or maintained includes a residential location.

7. IDENTITY CONFIRMATION.

7.1 End User is responsible for verification of its Applicants' identity.

8. AUTHORIZATION.

8.1 End User certifies that it will not request a Consumer Report for the certified permissible purpose, when required by law, unless:

8.1.1 The consumer has authorized in writing the procurement of the Consumer Report; and

8.1.2 Information from the Consumer Report will not be used in violation of any applicable federal or state law.

8.2 End User certifies that it will not request a Consumer Report for employment permissible purpose, when required by law, unless:

8.2.1 A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report is obtained, in a document that consists solely of the disclosure that a Consumer Report may be obtained for said permissible purpose;

8.2.2 The consumer has authorized in writing the procurement of the Consumer Report; and

8.2.3 Information from the Consumer Report will not be used in violation of any applicable federal or state law, equal employment opportunity law or regulation.

9. RETENTION AND DESTRUCTION.

9.1 End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to CRA upon request. End User understands the retention and destruction practices outlined by the Fair and Accurate Credit Transactions Act of 2003 (FACTA) Disposal Rule. The Disposal Rule requires disposal practices that are reasonable and appropriate to prevent the unauthorized access to or use of information in a consumer report. Examples to include: burn, pulverize, or shred papers containing consumer report information so that the information cannot be read or reconstructed; destroy or erase electronic files or media containing consumer report information so that the information cannot be read or reconstructed; conduct due diligence and hire a document destruction contractor to dispose of material specifically identified as consumer report information consistent with the Rule. Due diligence could include reviewing an independent audit of a disposal company's operations and/or its compliance with the Rule; obtaining information about the disposal company from several references; requiring that the disposal company be certified by a recognized trade association.

9.2 CRA will maintain all information used for consumer reports for a term of no less than two (2) years, unless special circumstances apply.

10. CONFIDENTIALITY OF REPORTS.

10.1 All Reports shall be used in a strictly confidential manner and End User shall maintain the confidentiality of the Reports. Except as required by law, no information from the Reports will be revealed to any other person, except for those whose duty requires they review the information in relation to the permissible purpose for which the Report was provided to End User.

10.2 The Reports shall be requested by and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Report in accordance with this Agreement.

11. CONFIDENTIALITY.

11.1 Nothing in this section will prohibit or limit the receiving Party's use of information if (a) at the time of disclosure hereunder such information is generally available to the public; (b) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (c) the receiving Party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing Party; (d) the information becomes available to the receiving Party from a third party which is not legally prohibited from disclosing such information; (e) the receiving Party can demonstrate the information was developed by or for it independently without the use of such information; or (f) disclosure is required under applicable law or regulation or pursuant to a court order or court proceeding.

11.2 If a Party is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, or other applicable rules or regulations or similar process) to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement so that such Party may seek an appropriate protective order or waive compliance with this Agreement.

12. RESTRICTED ACCESS AND SECURITY MEASURES.

12.1 End User shall maintain reasonable and appropriate technical security measures. End User agrees to restrict access both in authorization of users and physical security to those with a need to know. Devices used to obtain Reports and Reports, if printed, will be kept in a secure manner. CRA requires that each user have their own username and password. Personally, Identifiable Information will only be transmitted in secure, encrypted methods. In the event an Authorized User is no longer responsible for accessing the information, or if End User suspects an unauthorized person has accessed the system, the End User is required to notify the CRA immediately.

13. PROHIBITION ON RESALE OR REUSE OF REPORTS.

13.1 End User shall not obtain or use the Reports for any other purpose other than the permissible purpose certified to in the agreement. End User shall not directly or indirectly, sell, transfer, lease, rent, or disclose the contents of or distribute Reports in whole or in part, alone or in conjunction with End User's own data to any third party, other than to the consumer or in conjunction with a required disclosure or as permitted under this Agreement. End User shall use the Reports solely as an End User, for a single, one-time use.

14. AUDIT RIGHTS.

14.1 Upon request from CRA, during the term of this Agreement and for a period of twelve (12) months thereafter, End User agrees to (a) certify to CRA; and/or (b) authorize CRA or an independent third party auditor selected by CRA to verify that End User's (non-financial) systems, procedures, and use of the Reports comply with this Agreement and all applicable laws. End User shall cooperate fully in connection with any such certification and/or audit, and will allow, or obtain, access to such systems, properties, records, and personnel as CRA or such independent third-party auditor may reasonably require for such certification and/or audit.

15. WEBSITE ACCESS.

15.1 If End User is permitted to request Reports for a permissible purpose via CRA's website portal, then in addition to all other obligations hereunder, End User agrees (a) to abide by such additional conditions that may be imposed to utilize the website (whether notice of such conditions is provided in writing or given online), all of which conditions are incorporated herein by reference; (b) to obtain the consumer's electronic consent to receive any legal or other notices electronically; (c) to provide all required notices electronically; (d) to maintain complete and accurate files containing all required consent with regard to each consumer for whom a Report has been requested; and (e) to maintain strict security procedures and controls to assure that its personnel are not able to use End User's internet access to obtain Reports for improper, illegal or unauthorized purposes.

15.2 Without limiting the foregoing, the following terms shall apply to End User's permitted use of CRA's website portal. Subject to the terms and conditions of this Agreement, CRA grants to End User a nontransferable, nonexclusive license to access CRA's website solely for the purpose of (a) retrieving from CRA the Reports; or (b) performing analysis and related work in the regular course of End User's business. CRA reserves the right, at any time and without prior notice, to limit End User's access to CRA's website for violations of this Agreement, in order to perform repairs, make modifications, or as a result of circumstances beyond CRA's reasonable control. End User acknowledges and agrees that CRA alone owns all right, title, and interest in and to its website and its internet-based systems, including all intellectual property rights embodied therein. CRA reserves its entire copyright, trademark, trade secret and other intellectual property rights in and to its website. No title to or ownership of any copyright, trademark, trade secret or other intellectual property right in or to such website is transferred to End User under this Agreement.

16. RECEIPT OF REQUIRED NOTICE.

16.1 End User acknowledges receipt of A Summary of Your Rights Under the FCRA. End User is also provided the Notice to Users of Consumer Reports: Obligations of Users under the FCRA and Remedying the Effects of Identity Theft.

17. SAMPLE NOTICES; LEGAL COUNSEL.

17.1 CRA does not guarantee End User's compliance with applicable laws in its use of the Reports and does not provide legal counsel or advice upon which End User may rely in connection with its furnishing of Reports. End User acknowledges that any Reports, documents or information provided, or conversations or communications with any representative of CRA regarding searches, verifications or other services offered by CRA, or use of such information by End User are not to be considered legal counsel or a legal opinion.

17.2 End User agrees that (a) it will consult with its own legal or other counsel regarding the use of the Reports, including but not limited to, the legality of using or relying on the reported information; (b) that it will review any forms as well as the content of prescribed notices, adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations; and (c) that the provision of any such notices, disclosures, adverse action letters and the contents thereof is the sole responsibility of End User and not CRA unless otherwise specifically stated in this Agreement.

18. PRE-ADVERSE ACTION.

18.1 Required for any Report for Employment Purposes. Before taking adverse action in whole or in part based on the Report, End User shall provide the consumer with a copy of the Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("CFPB"), supplied by CRA as noted in section Receipt of Required Notices, with each Report. End User is required to wait a reasonable amount of time before taking adverse action. Reasonable amount of time to be determined by End User. CRA agrees to provide sample letter at the bottom of each completed Report and copy of consumer rights.

19. ADVERSE ACTION.

19.1 End User is strictly prohibited from taking adverse action on an incomplete Report. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA. End User further certifies that End User will provide to the consumer to whom the report relates, within a reasonable amount of time of taking such action, an oral, written or electronic notification:

19.1.1 That adverse action has been taken based, in whole or in part, on a Report received from CRA;

19.1.2 Of the name, address and telephone number of the CRA (including a toll-free telephone number 800.608.3645);

19.1.3 That CRA did not make the decision to take the adverse action and is unable to provide to the consumer the specific reasons why the adverse action was taken; and

19.1.4 That the consumer may, upon providing proper identification, request a free copy of a report and may dispute with the CRA the accuracy or completeness of any information in a report.

19.2 If the consumer requests a copy of a Report from End User, within three (3) business days of receiving the consumer's request, together with proper identification, the End User must send or provide to the consumer a copy of a report and a copy of the consumer's rights.

20. LIABILITY.

20.1 THE PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL TOTAL LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, EXPENSES, AND CLAIMS AND/OR CLAIM EXPENSES INCLUDING ATTORNEYS' FEES EXCEED $1,000,000 PER OCCURRENCE AND IN AGGREGATE FOR THE ANNUALIZED TERM OF THE AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT PRECLUDE THE CITY OF CEDAR FALLS FROM CLAIMING UNDER ANY INSURANCE PLACED, REQUIRED OR PROVIDED PURSUANT TO THE AGREEMENT, UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

21. INDEMNIFICATION.

21.1 To the extent permitted by law, the Parties, to include their officers, directors, employees, agents, vendors, and suppliers (collectively "Indemnifying Party"), shall indemnify, defend and hold the other Party ("Indemnified Party") harmless from and against any third party claims, demands, suits, judgements, costs, expenses, damages, and liabilities, including, without limitation, negligence, reasonable attorneys' fees (collectively, Claims), to the extent caused by the Indemnifying Party's failure to comply with the FCRA or other applicable laws. With respect to CRA's liability for any Claim alleging inaccurate or incomplete information, the End User shall, prior to taking

adverse action based on the Consumer Report, provide CRA with a reasonable opportunity to investigate the disputed information in accordance with CRA's FCRA imposed investigation obligations and deadlines.

22. FEES AND PAYMENT.

22.1 End User agrees to pay nonrefundable fees and other charges or costs, not limited to, the amounts identified in the Pricing Schedule in Section H. Hereto, if applicable, CRA's website or as otherwise communicated by CRA to End User from time to time for CRA's Services (collectively, the "Fees"). The Pricing Schedule in Section H is incorporated into and is part of this Agreement. Such Fees do not include any taxes, customs, duties or other amounts assessed or imposed by any governmental authority, which shall be paid by End User at the rate and in the manner prescribed by law. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies are also separate from the Fees and must be paid by End User. Third-party charges or costs are also separate from the Fees and must be paid by End User, including charges or costs charged by educational institutions, employer verification lines and licensing agencies that are incurred by CRA in servicing End User and which will be passed on to End User for payment. Upon request CRA will provide END USER with an accounting of any such charges, costs, surcharges and other fees for review.

22.2 End User agrees to pay all invoices within thirty (30) days after the date of the invoice. At CRA's option, payments not received within thirty (30) days after the date of the invoice may cause End User's account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with CRA. Where permissible by any law, any invoices unpaid thirty (30) days or more after the date of the invoice may assess an interest charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the due date until the date paid. *Any invoices unpaid thirty (30) days or more after the date of the invoice may assess a $30.00 late fee each month past due that is also compounded monthly from the due date until the date paid.* CRA may require users to enroll in automatic payments if invoices are not regularly paid within the thirty (30) days. A $40.00 fee will be assessed for all returned checks. If End User's account goes to collection, END USER agrees to pay all collection expenses, including attorneys' fees and court costs. Additionally, END USER understands that failure to pay may result in the suspension or termination of End User's account.

22.3 End User agrees that providing ACH or credit card information and submitting it electronically to CRA represents a legal authorization to charge/debit the account or card for the orders placed or for non-payment per above terms.

22.4 End User agrees that the rates and fees for the services provided hereunder are subject to change without notice, although CRA will make every reasonable effort to give notice of such change at least thirty (30) days before it becomes effective.

23. ASSIGNMENT.

23.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. End User may not assign or transfer this Agreement or its rights or obligations hereunder without the prior written consent of CRA. Further, CRA shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.

24. GOVERNING LAW.

24.1 This Agreement will be interpreted, construed and enforced according to the laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Nebraska, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Any written notice by either Party shall be delivered personally by e-mail, messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below and shall be deemed to have been given when received.

25. TERM.

25.1 This Agreement does not obligate End User to utilize services of CRA. This agreement shall be automatically renewed at the end of one (1) year from the date of signing for successive terms unless either Party gives written notice of its intention not to renew thirty (30) days before expiration of the current term. The pricing of any renewed service will be our then-current rates unless CRA agrees to a different rate at that time. Any other changes to the agreement after the initial term may be made with a 30-day written notice

26. TERMINATION.

26.1 The term of this Agreement commences on the Effective Date and continues until terminated in accordance herewith.

26.2 End User may terminate this Agreement at any time for its convenience by giving written notice to the CRA of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished services, reports and materials prepared or furnished by the CRA shall, at the option of the End User, become the End User's property. If the Agreement is terminated by the End User as provided herein, the CRA shall be paid for all services which have been authorized, approved and provided up to the effective date of termination. The End User will not be subject to any termination fees from the CRA.

26.3 CRA may cancel this Agreement for any reason by giving at least thirty (30) days' prior written notice to End User. Notwithstanding the foregoing, CRA may, at its option, terminate this Agreement, suspend the Services or provision of Reports to End User, or revise the provisions of this Agreement immediately and without notice upon the occurrence of any of the following events:

26.3.1 End User's account remains inactive for a period of twelve (12) months;

26.3.2 Any payments not received within thirty (30) days after the date of the invoice;

26.3.3 The filing of any petition of bankruptcy or the commencement of any proceeding relating to the relief or readjustment of indebtedness of End User, the foreclosure on any of End Users assets or facilities by any financial institution, or if CRA in good faith believes that the financial condition of End User or the prospect of payment by End User of any of its indebtedness becomes impaired;

26.3.4 End User undergoes a direct or indirect change in ownership, is a party to a merger or reorganization transaction, or sells all or substantially all of its assets to a third party;

26.3.5 End User misuses information contained in a Report or related to the Services;

26.3.6 End User makes an improper request for information;

26.3.7 End User fails to comply with or assist CRA in complying with the FCRA or any other applicable law;

26.3.8 End User breaches any of the terms of this Agreement;

26.3.9 End User violates any law or regulation governing the request, use or release of the information in the Reports or the Services; or

26.3.10 End User engages in the unauthorized release of information in any of the Reports to a third party or resells, sub-licenses, delivers, displays or otherwise distributes to any third party any of the Reports, except as required by law.

26.4 Termination of this Agreement does not release End User from its obligation to pay for all services rendered, or other responsibilities and agreements made prior to the effective date of termination.

26.5 In addition to termination of this Agreement, a breach of this Agreement and/or violations of applicable law by End User may result in legal action and/or referral to federal or state regulatory agencies.

26.6 Notwithstanding the termination of this Agreement, the Parties' respective rights and obligations under Sections 29 of this Agreement, together with any other provisions of this Agreement which expressly or by their nature survive beyond the termination of this Agreement, shall survive such termination.

27. GENERAL PROVISIONS.

27.1 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of each Party hereto. This Agreement shall be construed as if it were jointly prepared. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

27.2 No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27.3 If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid, illegal or unenforceable under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid, illegal or unenforceable provision, or the application of such provision in any other jurisdiction or to other persons or circumstances, and, to this end, the provisions hereof are severable.

28. FORCE MAJEURE.

28.1 The obligations of the Parties to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond the affected Party's reasonable control, including, without limitation, changes in law, closure or unavailability of universities, courthouses or other sources, power or internet service failure, third party system or service integration failure, war, fire, flood, or other natural disaster.

29. ENTIRE AGREEMENT.

29.1 This Agreement (including the Pricing Schedule at Section H) constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, whether oral or written, with respect to such subject matter.

30. COUNTERPARTS.

30.1 This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of the signed agreement shall be legal and binding on all Parties.

31. CONSENT AND AUTHORITY.

31.1 By signing below End User certifies that they have direct understanding and knowledge of the terms of this Agreement and any attachments. Each Party represents that this Agreement has been executed on its behalf by a representative authorized to bind such Party with respect to the undertakings and obligations contained in this Agreement.

ONE SOURCE THE BACKGROUND CHECK COMPANY

Address: PO Box 24148, Omaha, NE, 68124

Authorized Representative: Nick Jasa

Title: President

Sign & Date: Nick Jasa 9/7/2021

END USER:

Company: City of Cedar Falls

Address: 220 Clay Street

Authorized Representative: Robert Green

Title: Mayor

Sign & Date: 9/7/2021

SECTION B: ADDITIONAL REQUIREMENTS WHEN APPLICABLE

1. CERTIFICATIONS.

1.1 California Certification. If End User is a retailer who uses a Consumer Report in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then End User shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the consumer's photo identification prior to requesting a Consumer Report. End User shall identify to CRA, on the affected inquiry when it requests a Consumer Report for an in-person credit application. Furthermore, End User agrees to provide California Notice of Rights in English and Spanish.

1.2 International Certification. End User agrees to make a visual inspection of the consumer's identification document and confirm the document visually matches the consumer's information prior to requesting an international search. End User agrees to inform the consumer that their personal data may be used to enable CRA, or their agents to complete an international search and that the consumer's personal information may be transferred to other countries, including countries that have inadequate privacy laws according to the European Commission, data protection commissions or government authorities. The End User agrees to notify the consumer of the purpose in collecting the data, the different categories of background screening to be completed, that a third party may be used to compile information about them, the categories of persons to whom the data may be disclosed, the consequences of not authorizing the background screening, and the right to access a copy of their report and have inaccurate information corrected.

1.3 Vermont Certification. End User agrees to comply with Vermont law when requesting a Consumer Report on a Vermont resident. End User expressly agrees to obtain the consumer's consent before requesting a Consumer Report to the extent and in the manner required by Vermont law.

2. END USER'S BUSINESS.

2.1 End User certifies that the nature of End User's business is as described by End User in End User's application materials. End User is required to further disclose if they are specifically a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, financial counseling firm, credit repair clinic or any type of company involved in credit repair activity, pawn shop (except companies that do only Title pawn), check cashing company (except companies that do only loans, no check cashing), genealogical or heir research firm, dating service, massage service, tattoo service, business that operates out of an unrestricted location within a residence, an individual seeking information for their private use, an adult entertainment service of any kind, company that locates missing children, company that handles third party repossession, underwriting insurance, company seeking information in connection with time shares, subscriptions (magazines, book clubs, record clubs and the like), company or individual involved in spiritual counseling, judgment recovery entities (other than bona fide third party collection agencies), insurance claims, asset location service, foreign company or agency of a foreign government, law enforcement agency, news agency or journalist, or business involving weapons.

3. ON-SITE INSPECTIONS.

3.1 End User agrees to complete an on-site inspection in the event CRA is unable to credential as part of the account activation process. A site inspection may be required when accessing credit or employment reports. On-site inspections are a compliance requirement of a regulated CRA. They add protection and security of the consumer's personal data, are industry best practice and add to the security of all CRA clients. If an on-site inspection is needed, CRA shall perform an on-site inspection of each End User's business premises where reports are accessed and perform other such due diligence to credential End User. Please note that the on-site inspection must be scheduled an estimated 3-5 business days in advance of anticipated account activation. On- site inspections may be performed by a third-party vendor and are subject to additional fees. Inspectors may take photos as part of the documentation process, not to include confidential business processes or practices. In the event the End User's principal place of business changes, an additional on-site inspection of the new location must be performed within sixty (60) days of CRA becoming aware of such change. In the cases of re-inspection, End User may incur additional fees for re-inspection. Cancelled inspections may incur cancellation fees.

4. SCORES.

4.1 End User will request Credit Scores only for End User's exclusive use. End User may store scores solely for End User's own use in furtherance of End User's original purpose for obtaining the scores. End User shall not use the scores for model development or model calibration and shall not reverse engineer the score. All scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the score; (iv) to government regulatory agencies; or (v) as required by law. Note: scores are not allowed for the permissible purpose of employment.

END USER

SECTION C: COMPANY INFORMATION

Legal Company Name: City of Cedar Falls Federal Tax ID: 42-6004332

Doing Business As: Above

Physical Address: 220 Clay Street City, State, Zip: Cedar Falls, IA 50613

Billing Address: Above City, State, Zip: Above

Phone: 319-268-5531 Fax: 319-268-5126

Industry: Local Government

Nature of Business: Municipality

Website: http://www.ci.cedar-falls.ia.us/

Type of Business:

☐ Public Corporation ☐ Private Corporation ☐ Partnership ☐ LLC

☐ Sole Proprietor ☑ Nonprofit ☐ Not for profit

☐ **Please check here if the business operates out of a residential location.**

☐ **Please check here if the business has been open for less than a year.**

Sales Tax Exempt. Before the exemption can be applied to your account, exemption certificate or appropriate state forms must be included.

☑ **Please check here if the business is tax exempt.**

SECTION D: CREDENTIALING

Per the Fair Credit Reporting Act (FCRA) and Consumer Financial Protection Bureau (CFPB) every CRA End User must be credentialed in order to receive access to Reports.

Company Name MUST MATCH the company name entered in Section C: Company Information of this agreement. Additional credentialing measures will be needed if the information cannot be verified, is outdated, if End User is a Sole Proprietor, opened less than one (1) year and/or a residential location. Company location/address where reports are received must be able to be verified and credentialed.

Provide a copy of ONE of the following credentialing documents:

- Business License
- Articles of Incorporation
- Federal Tax Document, including EIN document
- 501(c) 3 Document

Choose from one of the following methods to send a copy of credentialing documentation:

Document Upload:

Fax: 800.929.8117

Attention: Jeff Jones

Email: jjones@onesourcebackground.com

SECTION E: PERMISSIBLE PURPOSE

End User purchases consumer reports from CRA The Background Check Company (Consumer Reporting Agency) for the following purpose(s) under the Fair Credit Reporting Act and guarantees that said reports will not be utilized in a manner inconsistent with these specified purposes. Only select applicable scope of business. Each scope will require an additional account to be created. *Please check all that apply*:

- ☑ Employment Purposes
- ☐ Government License Eligibility
- ☐ Legitimate Business Need
  Explain purpose: _____
  Example: *Tenant Screening*
- ☐ Underwriting of Insurance
- ☐ Valuation of Credit or Prepayment Risks
- ☐ Written Instructions of the Consumer
  Explain purpose: _____
  Example: *Site Access*

SECTION F: ACCOUNT CONFIGURATION

In order to properly set up your account, we will need you to provide the following information. All accounts are setup with the industry standard of 7 years minimum unless specified otherwise.

YEARS REPORTABLE. Select from the list the scope of years reportable:

- ☑ Industry Standard - 7 Years
- ☐ 7 Years Only
- ☐ 10 Years Only*
- ☐ 10 Years Minimum*

*Also known as Extended Year Search. These types of account configurations are subject to additional fees. Any year past the industry standard is $1.00 per year per search. Please see Pricing Schedule for fees associated to this reporting.

NON-CONVICTION CHARGES. CRA does not include non-conviction charges unless requested. Non-conviction charges, when legally reportable, may be included on your report. Non-conviction charges may not be used as the sole basis for taking adverse action, if applicable. Not available in all jurisdictions. Availability contingent upon whether state or federal compliance will allow for this type of account design. Check the box below if you want your account to include the following:

- ☐ Non-conviction Charges

ONLINE ORDERING. CRA provides access to secure online ordering for background check reports. End User may select from the following options:

☑ End User Client Entry (DEFAULT): End User obtains Authorization, selects services and enters data to complete orders individually.

CRA offers two options for Applicants to provide their information electronically. If the End User selects one of the below options, the Account Administrator will be contacted to customize the preferred option.

☐ Applicant Entry Link: CRA creates a custom URL for the End User to provide directly to their Applicants. This customized feature allows Applicants to enter their own personal identifying information and electronically review the disclosure (if applicable) and sign authorization form, while sending completed results back to the End User. This feature is not password protected and all packages and services are static.

☐ Gated Applicant Entry Link: The End User enters the Applicant's name and email address and selects the services to be ordered. A password-protected, dedicated URL is then sent to the Applicant. This allows the applicant to enter their own personal identifying information and electronically review the disclosure (if applicable) and sign authorization form, while still sending completed results back to the End User. This feature allows you to modify the packages and services ran from Applicant to Applicant.

***Applicant Entry Link and Gated Applicant Entry Link are subject to an additional fee for the Disclosure (if applicable) and Authorization electronic signature service. Prior to utilizing electronic signature service, Disclosure (if applicable) and Authorization form must be reviewed and approved by account administrator(s).*

SECTION G: BILLING INFORMATION

Invoice notifications will be delivered via email to the person listed as the billing contact on the first business day of the month if your account was utilized in the prior month. If the billing contact is not an authorized user, a username & password will be issued to allow access to strictly view invoices. Default method of payment is automatic recurring billing which is deducted on the 6th, unless client defers to send check via mail or pay with credit card via online bill pay portal.

☐ End User to pay via Automatic Recurring Billing (Payments processed on the 6th).

- ☐ ACH (preferred)
- ☐ Credit Card

☑ Check via mail.

☐ Credit card via online bill pay portal.

Billing Contact: Brenda Balvanz Phone: 319-268-5112 Email: Brenda.Balvanz@cedarfalls.com

☑ **Please check here to provide Billing Contact with access to orders and viewing reports.**

SECTION H: CONTACTS

ACCOUNT ACCESS. Indicate below who your account administrator should be. The account administrator will have the ability to make changes to the account, including but not limited to, adding/removing users, updating account configuration and services. List all users below that should have access to your account and indicate their level of access. Each contact will be provided with a Username & Password via email. Cell numbers may be used to send SMS text messages for account access and services. The Account Administrator can modify user accessibility at any time. Standard data rates for messaging may apply.

Account Admin: Ability to update users, packages and services
Ordering: Request background checks for applicants
View Reports: View completed background checks
View Invoices: Access to monthly invoices

Default Account Admin: Brenda Balvanz
Email: Brenda.Balvanz@cedarfalls.com
Work: 319-268-5112 Cell: 319-239-8953

SELECT ALL THAT APPLY
- [x] Ordering View
- [x] Reports
- [x] View Invoices

Contact: Jennifer Rodenbeck
Email: Jennifer.Rodenbeck@cedarfalls.com
Work: 319-268-5108 Cell:

SELECT ALL THAT APPLY
- [x] Account Admin
- [x] Ordering View
- [x] Reports
- [x] View Invoices

Contact: Colleen Sole
Email: Colleen.Sole@cedarfalls.com
Work: 319-243-2712 Cell:

SELECT ALL THAT APPLY
- [x] Account Admin
- [x] Ordering View
- [x] Reports
- [x] View Invoices

Contact: Heidi Andersen
Email: Heidi.Andersen@cedarfalls.com
Work: 319-268-5135 Cell:

SELECT ALL THAT APPLY
- [x] Account Admin
- [x] Ordering View
- [x] Reports
- [ ] View Invoices

SYSTEM NOTIFICATIONS. System notifications include questions or alerts regarding a specific order that is sent via email. The system notification defaults to send the email to the user that entered the order. If Applicant Entry Link is used, the system notification email goes to the Account Administrator. If you would like additional account users to be copied on correspondence or customization of correspondence, you can request this below. All requests are subject to review and approval by CRA. Account changes may only be requested by Account Administrator.

SECTION I: PRICING SCHEDULE

PACKAGE & A LA CARTE SEARCHES

PROJECTED VOLUME/YEAR: 200

Service	List Price/Applicant	End User Price/Applicant
TotalCheck-3NLC	62.00	29.00
County Criminal – Statewide If Available – Included	10.00	10.00
Motor Vehicle Record	10.00	3.00
eScreen-DOT-FMCSA	50.00	45.00
eScreen-DOT-FMCSA-Physical	115.00	95.00
eScreen-Physical	115.00	95.00

ACCOUNT CONFIGURATION

Setup	List Price	End User Price
Account Setup (One-time Fee)	199.00	99.00
eSignature	$2.00	1.00
Extended Year Fee	$1.00 per year/search	$1.00/year

TERMS

Pricing may be subject to additional third-party fees that CRA can accrue. Fees can include but are not limited to court fees, state fees, third party verification fees, processing fees, DMV fees, drug testing fees, etc. These fees are subject to change at the discretion of the third-party source. *Rush and shipping fees may apply.*

For complete list of details, please see section Confidentiality & Fees and Payment.

PROFESSIONAL SERVICES

24/7 Online Access	Submit orders, retrieve completed reports, report monitoring	Included
Account Configuration	Custom account design	Included
Account Configuration Changes	Default searches, optional searches, etc.	Included
Accredited	PBSA Accredited for Employment Screening	Included
Compliance Tools	Pre-Adverse/Adverse Action, Meets Requirements availability	Included
Compliance Notices	Notice to Users Under the FCRA	Included
Compliance Notices	State specific notices, Remedying the Effects of Identity Theft	Included
Dedicated Support Team	Toll-free phone, email, live chat	Included
Dispute Resolution	Support team	Included
Document Upload	Form storage for each applicant	Included
Industry Updates	Laws, compliance-related information, FCRA updates, etc.	Included
Newsletter	Includes informative blogs and industry updates	Included
Online Resources	Blogs, document library, glossary	Included
Security	CRA Platform SOC 2 Type 2 Certified	Included
Training & Education	1:1 training, group training, webinars	Included
Unlimited Account Users	Ability to modify access at any time, update users, etc.	Included

One Source The Background Check Company thanks you for your business. We look forward to partnering with your company and serving you with your background screening needs. Should you have any questions regarding this Service Agreement, please contact your One Source Business Development representative or Client Relations.

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

Human Resources Division

TO: Mayor Green and City Council Members

FROM: Brenda Balvanz, Human Resources Specialist

DATE: August 26, 2021

SUBJECT: **FY22 COOP Agreement with the Iowa Civil Rights Commission**

Attached for your approval is a COOP Agreement between the Cedar Falls Human Rights Commission and the Iowa Civil Rights Commission (ICRC) for FY22. The Agreement allows the City to be compensated for locally processed human rights complaints and assists the State agency in reducing case backlog.

If you have questions regarding the attached, feel free to contact me at 268-5112.

Attachment

COOPERATIVE AGREEMENT
Between CEDAR FALLS HUMAN RIGHTS COMMISSION
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

a) "ICRC" means the Iowa Civil Rights Commission.

b) "Local agency" means Cedar Falls Human Rights Commission and must comply with the requirements of Iowa Code §216.19

c) "Fiscal Year 2022" runs from July 1, 2021 to June 30, 2022.

2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Cedar Falls Human Rights Commission. Iowa Code §216.19.

3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Cedar Falls Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2022. There is no commitment on the part of ICRC to contract with the Cedar Falls Human Rights Commission for the resolution of complaints after June 30, 2022.

4. **Total Amount**: The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2022 is $33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.

5. Payment Date: ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC

to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than September 1, 2021. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. **Payment Schedule***:**

(a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons other than failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.

(c) Jurisdictional: Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300 day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.

7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately fund the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.

9. **Confidentiality**: Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Cedar Falls Human Rights Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Cedar Falls Human Rights Commission agrees not to disclose confidential information pertaining to the complaint that is not publically available ,except as allowed by ICRC's rules.

10. **Reports:** The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 5, 2021 (for July 1 — September 30, 2020 activity); January 5, 2022 (October 1 — December 31, 2020 activity); April 5, 2022 (for January 1 - March 31, 2021 activity), and July 15, 2022 (for April 1 - June 30, 2021 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2021. Cases submitted after July 15, 2021, will not be paid.

11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint is received by the ICRC, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm, Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

13. **Closures.** Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-med with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

_____ _____

Mayor Date

Susan M Langan 8/10/21

Chairperson, Cedar Falls Human Rights Commission Date

Charles A. D. Hill 7-6-21

Charles A. D. Hill, Interim Director, Iowa Civil Rights Commission Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake: (See definition for Intake below)	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	$500 for housing cases eligible for cross-filing with HUD; $250 for employment cases eligible for cross-filing with EEOC; $125 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	$250 for housing cases eligible for cross-filing with HUD; $150 for employment cases eligible for cross-filing with EEOC; $75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local a agency.	$0
Resolutions for Non-housing Cases: (See definition for Resolutions below)	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	$325 for cases eligible for cross-filing with EEOC; $100 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local a agency.	$200 for cases eligible for cross-filing with EEOC; $50 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local a agency.	$0

For the purpose of this contract the definition for the terms of payments are as follows:

"INTAKE"
A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

"RESOLUTIONS"
Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.

"INITIAL FILING"

Initial filing date will be determined by local file-stamp receipt date shown on the complaint. All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.

DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor Green, City Council

FROM: Kevin Rogers, City Attorney

DATE: August 26, 2021

SUBJECT: NEI3A User Agreement

Please find attached a User Agreement with the Northeast Iowa Area Agency on Aging for the Community Center. This is merely an update to the existing agreement. There are no significant changes in the agreement.

Please feel free to contact me or Kelly Stern, Library Director, if you have any questions.

FACILITIES USE AGREEMENT

By entering into this agreement, Northeast Iowa Area Agency on Aging, Inc. (NEI3A), an, Iowa not for profit corporation, does contract with the City of Cedar Falls (Landlord) to use facilities owned and maintained by Landlord, at the location locally known as _528 Main Street Cedar Falls, Iowa 50613 on the following terms and conditions:

Facility Use: Use of Community Center for congregate meal and home delivered meal program and for use of activities.

1. **TERM** The term of this Agreement is from _____ through _____. Either party may terminate this agreement upon ___60____ days' notice.
2. **RENT** Rent shall be paid by NEI3A in the amount of ___in-kind_____ per month

3. **ADDITIONAL COSTS PAID BY NEI3A.** As incurred and billed by Landlord, NEI3A shall also pay the actual month cost for indicated premises cost:

   _____

   _____

   OR

   X_ all costs associated with facilities use are included in the amount of the rent

4. **LANDLORD CONTACT PERSON** Until otherwise notified in writing, Landlord's authorized contact person(s) for this Agreement shall be:

Name	Kelly Stern, Director_____
Address	524 Main Street, Cedar Falls, IA 50613_____
Telephone Number(s)	319-268-5541_____
E-mail	director@cedarfallslibrary.org_____

5. **NEI3A CONTACT PERSON** Until otherwise notified in writing, NEI3A's authorized contact person(s) for this Agreement shall be:

Name	Bob Schaffer
Address	3840 W. 9th Street, Waterloo, IA 50702
Telephone Number(s)	319-874-6846
E-mail	bschaffer@nei3a.org

6. FACILITIES SPACE INCLUDED The facilities being rented are:

___X all facilities at the above address or

___ the room(s) or portions of the facility described as follows:

_____
_____
_____
_____

7. ADDITIONAL AMENITIES INCLUDED The facilities rental shall also include:

_X_ adjacent parking sufficient or parking patron parking

_X_ snow removal for adjacent sidewalks

_X_ on-site general storage sufficient to store meal supplies: coffee, napkins food boxes, bingo prizes

___ office supplies and Senior Center Activities Supplies.

_X_ on-site exclusive storage sufficient to store decorations, records storage

_X_ on-site locked storage sufficient to store Office supplies, computer, printer

__ on-site exclusive locked storage sufficient to store _____

__ dedicated land-line telephone

_X_ shared land-line telephone

_X_ long distance telephone use

__ wireless internet service

_X_ wired internet service

_X_ janitorial service

__ clean-up after events

_X_ garbage removal service

_X_ building directory listing

__ signage

_X_ bulletin board(s)

__ space for signage to be located on _____

_X_ furniture and equipment as follows Office desk and chair, community center tables and chairs

__ premises security

_x_ heat

_x_ electricity

_x_ water and sewer

__ other as follows: _____

8. KEYS Keys shall be provided by Landlord in the following number:

__ for outside entrance door #___

__ for the portion of the building to be used for NEI3A's events and activities #___

__ for locked storage areas # ___

All keys shall be returned to Landlord at the termination of the Agreement.

9. DAYS AND HOURS OF USE The days and hours of facility use shall be limited to:

_x__ A.

Mondays	9:30__ o'clock A M.	to	___12:30__ o'clock PM
Tuesdays	9:30__ o'clock A M.	to	___12:30__ o'clock PM
Wednesdays	9:30__ o'clock A M.	to	___12:30__ o'clock PM
Thursdays	9:30__ o'clock A M.	to	___12:30__ o'clock PM
Fridays	9:30__ o'clock A M.	to	___12:30__ o'clock PM

and as mutually agreed in writing in advance. The hours of use include the time for any related set-up and clean-up. Except for items stored in included storage facilities as set out above, all items brought into the facility by NEI3A must be removed at the end of the stated time.

OR

___ B. From 8:00 a.m. the first day of this Agreement to midnight on the last day of this Agreement with hours of use as may be determined by NEI3A.

10. SUBLEASE NEI3A shall have the right and the ability to sub-lease all or a portion of the premises and shall provide Landlord with notice of the sub-lease and copies of all written sub-lease documents.

11. COMPLIANCE WITH CODES AND RESTRICTIONS NEI3A agrees to ensure that the fire code will not be exceeded in any space at any time, health codes will be followed, and further agrees to abide by maintaining the facilities as being smoke free.

12. LANDLORD'S RESPONSIBILITY FOR PREMISES Landlord shall keep the premises in good repair, including the roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning,

plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating, stairs, elevators, and common areas.

13. **NEI3A LIABILITY FOR LOSS OR DAMAGE AND INSURANCE** NEI3A assumes liability for loss or damage to Landlord's property that results from use of facilities and agrees to hold Landlord harmless for loss or damage to the persons or property of its employees and guests while on the premises except those caused by Landlord's negligence or failure to maintain the structural premises. NEI3A agrees to obtain and maintain commercial general liability insurance in the amounts of $1,000,000 each occurrence and $2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured with regard to the facilities rented, which policy shall include a governmental immunities endorsement with language approved by the Landlord.

14. **INSURANCE OF PERSONAL PROPERTY** Landlord and NEI3A agree to insure their respective real and personal property for the full insurable value. The insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.

15. **INDEMNIFICATION :** NEI3A will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, due directly to the operations/events/activities and actions of NEI3A. Landlord will protect, defend, and indemnify NEI3A from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, caused by the negligence or other fault of the Landlord.

16 THER TERMS AND CONDITIONS:

A. NEI3A will notify the library director if meal service is cancelled due to weather, etc.

b. No food should be left out at the end of the NEI3A employee's shift.

c. The refrigerator used by NEI3A for senior meals should be cleaned as needed.

d. The coffee pot and popcorn machine should be turned off before the NEI3A employee leaves.

17. **GOVERNING LAW** This Agreement shall be governed by the law of the State of Iowa.

18. **HEADINGS** Paragraph headings are for convenience only and shall not be construed as part of the contract terms.

19. **ENTIRE AGREEMENT** This constitutes the entire agreement between the parties and supersedes any prior written or oral agreement.

20. CERTIFICATION. NEI3A certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. NEI3A hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses arising from or related to any breach of this certification.

Landlord	Northeast Iowa Area Agency on Aging, Inc.
by_____	by _____
Dated _____	Dated _8/25/21__

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 Rob Green and City Council Members

FROM: Julie Sorensen, Information Systems Manager
Brian Heath, Operations and Maintenance Division Manager

DATE: August 30, 2021

SUBJECT: Upgrade New Cameras at Transfer Station and Public Works Facility

Our current security cameras at the Public Works and Transfer station are at an average 15 years old and they currently are running on an older server. Upgrading the cameras will allow us to move the operation into a newer server that most City cameras are operated on, which will keep the cameras more reliable and give us ease of operations. In addition to the upgrade, there has also been need to expand coverage of the cameras at the transfer station in order to protect our City's assets.

This equipment was scheduled for purchase in FY21 at a projected amount of $50,000 utilizing funds from refuse, vehicle maintenance, and street construction. Expanding the coverage resulted in an additional $4,079 which can be funded with the Information Systems camera maintenance fund.

In accordance with the Security Camera Policy Brian Heath coordinated with the IT department to facilitate the bidding for replacement cameras and additional coverage. The RFPs was written so that any bids would have to run with our existing infrastructure and server. We received one proposal from Inteconnex, our current security system provider.

It is the recommendation of the IT and Public Works department to approve the expenditure of funds for the purchase of both replacement and additional cameras for a total cost of $54,079.09.

If you have any questions or concerns regarding this purchase, please feel free to contact Julie Sorensen at 268-5111 or Brian Heath at 319-268-5575.

DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-268-5126

INSPECTION SERVICES
220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

VISITORS & TOURISM/ CULTURAL PROGRAMS
6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

TO: Mayor Robert Green & City Council

FROM: J.J. Lillibridge – Recreation & Community Programs Manager

DATE: August 16, 2021

RE: Contract with Red Cross to be a Shelter for Emergency Disaster

Please find attached a contract, which the American Red Cross would like the City to review, approve, initial multiple areas and sign. This would allow the Recreation and Fitness Center to be a shelter facility in case of a disaster emergency in our area.

Red Cross records show that the previous agreement with Recreation and Fitness Center had expired and needs to be renewed. The City adopted the 2020 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan, which has the goal of providing shelter throughout the County. Executing the attached agreement would support this plan as well.

The attached contract was reviewed by legal services representing the City and meets with their approval. This agreement was reviewed for proper insurance limits by staff and meets with their approval as well.

The Recreation and Fitness Center membership would be inconvenienced should we become a temporary disaster site for a number of days or weeks, as a few of our amenities might not be available for their daily use. However, our plan would be to offer as much of our services as possible under regular service hours. Staff recommends approval of the shelter agreement.

Thank you for considering this request from the American Red Cross.

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Cedar Falls
Address	220 Clay Street, Cedar Falls, Iowa 50613
24-Hour Point of Contact Name and Title Work Phone Cell Phone	J.J. Lillibridge Recreation Division Manager O:319-268-5528 C: 563-419-3512 Brook Goos Recreation Program Supervisor O: 319 -273-8636 C: 319-269-7879 Chris Schoentag Recreation Program Supervisor O: 319-273-8636 C: 319-230-8431 Kari Voss Administr ative Supervisor: O: 319.268.5523 C: 319-239-1565
Address for Official Notices (only if different from above address)	Recreation & Fitness Center 110 East 13th Street Cedar Falls, Iowa 50613

Red Cross:

Chapter Name	Northeast Iowa Chapter, Iowa Region
Chapter Address	2400 Asbury Road, Dubuque, Iowa 52001
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Jolene M. Carpenter Disaster Program Manager 563-564-4566 563-543-9119
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Cedar Falls Recreation Center 110 East 13th Street Cedar Falls, Iowa

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter	JL	JC

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner initials: JL___ Red Cross initials: ____

   b. The Red Cross will pay $_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: JL____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	JL	JC
Gas	JL	JC
Electricity	JL	JC
Waste Disposal	JL	JC

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Facility Use Agreement

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

City of Cedar Falls	The American National Red Cross
Owner (Legal Name)	(Legal Name)
	Jolene M Carpenter
By (Signature)	By (Signature)
	Jolene M Carpenter
Name (Printed)	Name (Printed)
	Disaster Program Manager
Title	Title
	August 12, 2021
Date	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 Robert M. Green and City Council

FROM: Jaydevsinh Atodaria (JD), City Planner I

Luke Andreasen, PE, Principal Engineer

DATE: August 27, 2021

SUBJECT: MU Site Plan for Bluebell Health Plaza OBGYN addition (SP21 – 011)

REQUEST: Request to approve the MU Site Plan for Bluebell Health Plaza Case #SP21-011

PETITIONER: Mathew Humpal - Owner, CGA Consultants - Engineer

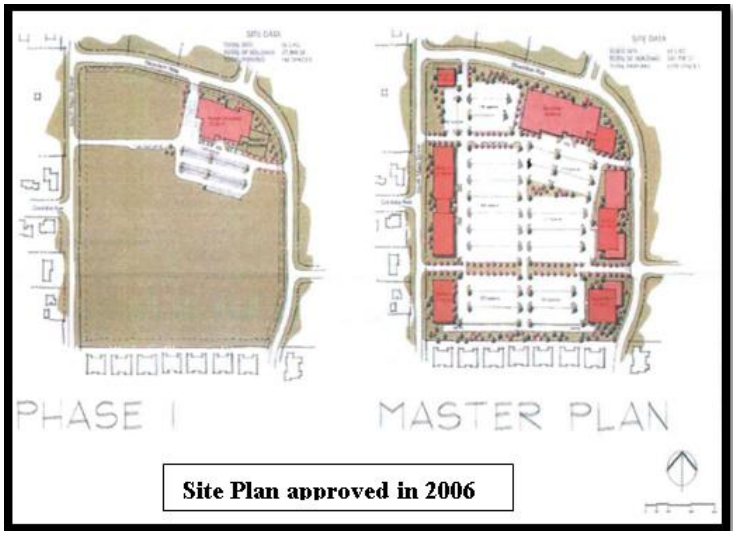
LOCATION: 226 Bluebell Road

PROPOSAL

The petitioner is proposing to build an addition of 5,400 Square feet attached to the southwest part of the existing building. This section will be a single-story structure, just like the rest of the existing building on site for Bluebell Health Plaza and will provide OBGYN services. In addition, the applicant will also be expanding the parking lot to accommodate the parking stall requirements for the proposed addition, along with some landscaping improvements. The applicant has submitted the site plan to provide additional detailed information about the project.

BACKGROUND

This property is part of Lot 35 in Pinnacle Prairie Business Center North, which was platted in 2005. The Mercy One Clinic was then built in 2006 through a site plan approval process, which included a master plan indicating how the site might be further developed in the future. (See image right). The subject property is also part of the Pinnacle Prairie Master Plan, which was last updated in 2015 (See below for reference).



MercyOne is no longer planning to develop the entire property for clinical uses, but will likely come back at a later date to subdivide the southern portion so they can sell to a different user. Since 2006, there have been changes that would preclude development of the property as indicated in the 2006 Plan, including development of the City of Cedar Falls Public Safety Building.

Pinnacle Prairie Master Plan updated in 2015

In 2015 the Pinnacle Prairie Master Plan was updated as shown to the right (also attached). The building design of this proposed addition should align with design guidelines in the Pinnacle Prairie Master Plan. City staff notes that the applicant has consulted with the Pinnacle Prairie Design Committee to ensure that their building design would be consistent with the design guidelines. Site plan revisions including changes, modifications made to development plans, land-use changes, parking lot arrangements, and other building design elements are termed as revisions must be reviewed and approved by Planning and Zoning Commission and City Council according to the requirements of the MU, Mixed Use Residence District.

ANALYSIS

The property in question is located within the MU, Mixed-Use Residential zoning district. Development/Site plan revisions in an MU zoning district require a detailed site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that is set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development. The proposed project involves construction of an addition to the existing clinic and increasing the parking area incorporating landscaping updates; therefore this report will cover only those elements that are relevant to this proposal. Following is the detailed review about the project:

Use:

The subject property is zoned MU, Mixed Use Residential District, and is part of the Pinnacle Prairie Master Plan. On the master plan this area is designated as appropriate for a mix of uses. (See attached Pinnacle Prairie Master Plan Exhibit for reference). The City's Future Land Use Map closely follows the Pinnacle Prairie Master Plan. Currently the site includes a medical clinic which is an allowed use as per zoning standards and the proposed project will be expanding the existing facility in size. No new use is being proposed. **The proposed addition will be an addition to the existing medical clinic, which is allowed use and is consistent with the approved Pinnacle Prairie Master Plan.**

Building and Parking Location:
In the MU Zoning District, a minimum setback area consisting of open landscaped green space measuring 30 feet in width shall be established around the perimeter of the development site. No structures or parking areas are permitted within this setback area. The proposed building addition exceeds minimum setback of 30 feet, as the addition will be added on the southern side of the building, which is not abutting Bluebell Road. All the proposed parking areas are located outside the required perimeter setback, except the western lot line of property, which abuts the Public Safety building. The parking lot for the clinic was established prior to the division for the Public Safety Building, so is grandfathered with this smaller setback of 5 feet. The expansion of the parking continues to follow this same grandfathered setback. Staff does not find there will be any issues with the parking area expanding in this manner, as there will be no impacts to the abutting public property. **Setbacks satisfied based on existing site conditions.**

Parking:
The parking requirement for a medical clinic in Cedar Falls is 5 stalls for every 1000 square feet of gross floor area. The existing building is 28,250 square feet and the proposed addition is about 5,400 square feet with a total building footprint of 33,650 square feet. Therefore, the parking requirement for this building, including the new addition, is 168 stalls including 6 handicap stalls. With the proposed expansion of the parking lot area, the site will have a total of 188 stalls including 12 handicap stalls. All handicap stalls are proposed close to the southern building wall, thereby providing easy access to the building.

The parking area is situated behind the building and is accessed from Bluebell Road. The proposed expansion of parking area will be south of the existing parking lot and will also include development of landscaping islands throughout the lot to comply by parking lot standards. The petitioner states that there are enough parking stalls to accommodate employees and clinic patrons. City staff notes that the medical facility at 226 Bluebell Road has more than the required parking spaces to accommodate the use of the property. **Parking requirements satisfied.**

Open Green Space/Landscaping:
The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required district setbacks. The development site is 14.65 acres or 638,154 square feet. The total developed area excluding the landscape setbacks is 573,133 square feet, therefore the minimum open space required for the site is 57,313 square feet. The proposed open space is 434,249 square feet, which is more than the required open space. **The open green space requirement is met**.

In addition to the green space requirement, the MU district has a landscaping requirement of 0.02 landscaping points per square foot of total development site area. For a 573,133 square feet lot, 11,462 landscaping points are needed. The proposed landscaping plan is proposing to add 8,960 landscaping points, in addition to the existing 3,810 planting points on site. This will sum up to 12,770 planting points, which is more than the required points for the site. The proposed landscaped areas will be distributed throughout the development site.

The MU District also requires 0.75 landscaping points for street trees per linear foot of public street frontage. This development is required to provide 984 (1,320 feet x 0.75) landscaping points worth of street trees. In response, the existing site comprises of 1,280 points which are more than required points for street trees.

In addition to these requirements, parking lot screening and landscaping requirements will also be applicable. Minimum 1 overstory tree for every 15 parking stalls or every 2,500 sq. of parking space should be provided. For total of 187 parking stalls, 13 overstory trees are required. In response, developer has proposed to add 22 overstory trees in addition to the existing 6 trees on site. For screening the parking areas from public view, shrubs are provided in the periphery of parking areas. **Landscaping and screening requirements are satisfied.**

Proposed landscaping with this project includes:

- Parking areas will be screened from public view with additional shrubs and trees around the perimeter.
- The interior of the parking lot will be enhanced with additional landscaped islands planted with shrubs and trees, which will help shade the parking area and reduce heat island effects on the site.

Building Height:

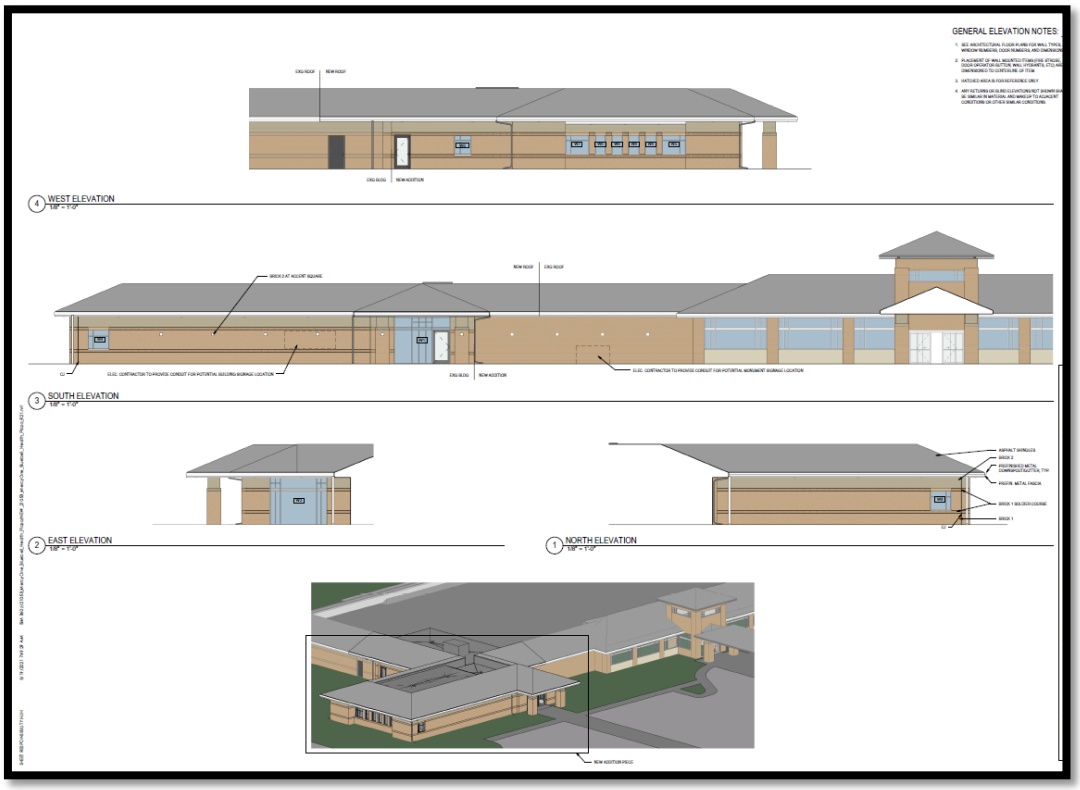
The maximum building height allowed in this district is 35 feet or three stories, whichever is less. The proposed building addition will be one story in height and will match the height of the existing building. The proposed building addition will expand the existing building in the south-west direction. **Building height satisfied**.

Building Design Review:

The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures within the MU District. In this case, since, there is no new building proposed, we would review the proposal in comparison to existing building design features and surrounding buildings.

All the neighboring properties including the subject property are part of MU, Mixed-Use Residential Zoning District and also part of Pinnacle Prairie Master Plan. Building design should respond both to MU District zoning standards and Pinnacle Prairie Master Plan design guidelines. Applicant mentions that the proposed building addition design has been approved by the Pinnacle Prairie Design Committee.

The proposed building elevation uses similar exterior façade materials and similar roofing materials as the existing building. The slope of the roof is consistent with the overall building envelope. Proposed façade materials include a majority of brick façade, with two horizontal bands of brick soldier course up to the lintel level to break the horizontal pattern and the area above lintel band comprises of another type of brick, one that is similar to the existing building. Proposed roofing materials will be asphalt shingles that will match the existing roofing material on the building. Overall, the building design of the proposed addition will be similar to the existing building on-site and also will be consistent with MU District Design Review guidelines. Below are the proposed elevations of the addition in correspondence to the existing building design. **Criterion met.**



Signage:
At this time, there is no new signage proposed. **No new signage is proposed.**

Access locations / Sidewalks /Trails:
The site includes two driveway locations. Both the driveways access Bluebell Drive. The Pinnacle Prairie Master plan shows similar access to the site. No new access point or driveway is proposed with this project.

Currently, the site does not have any sidewalks along Bluebell Road, so there is no pedestrian connectivity between this facility and surrounding properties. This appears to be an oversight when the original clinic was built. To remedy this situation, the applicant has agreed to add a 5-foot sidewalk bordering the north and east lot line of the site along Bluebell Road from their northern driveway to the east driveway to bring the site into compliance for the developed portion of the site. This sidewalk will connect with the sidewalk on the site of the Public Safety Building, which extends to the sidewalk along Main Street. This addition will allow the pedestrians to easily access the medical facility on foot or by bicycle and will improve general pedestrian circulation in the area. Pedestrian walkways are extended to provide access to and around the various buildings on the site and to all entrances.

City staff notes that the applicant acknowledges that the sidewalk will need to be extended further to the southern boundary of the property along Bluebell Road with future development of the site. The applicant may subdivide the southern part of property to allow other development to occur. The remainder of the sidewalk will be required to be constructed with this future subdivision. To demonstrate the same, the applicant has submitted a master plan exhibit for the site to indicate how this might be accomplished and their commitment to installing the sidewalk. See below plan for reference.

Also, as part of the Pinnacle Prairie Master Plan, there is a 10-foot wide trail to be placed bordering the southern lot line of site that will bridge the gap between the existing trail on S. Main Street on the west and one along the Bluebell Road. As the southern part of the subject, property is not yet developed, applicant notes that the trail will be placed as per the master plan with future development of the site. This piece of information is also noted on the prepared master plan exhibit. See plan to the right for reference.

Infrastructure Improvements:

Stormwater: The additional stormwater runoff generated by the proposed additional parking area will be directed to a private storm sewer at the southeast corner of the parking area and conveyed to new detention pond in the southeast area of the site. This detention pond will drain into the existing public storm sewer that runs along Bluebell Road. The additional stormwater generated from the proposed building addition will be directed to a bio-cell that slowly drains into the existing private storm sewer.

Sanitary Sewer: There will be no improvements or connections to the public sanitary sewer system.

Street Improvements: There will be no improvements or connections to public streets.

Other Site Elements:

Details of the site improvements are enclosed in the packet. The site is already equipped with a trash enclosure, located in the north-western area of the site. No new dumpster enclosure is proposed at this time.

The site lighting will include relocating decorative light bollards or pathway lights from the southern building wall towards the handicap parking stalls for providing better visibility. And the site also features about five light pole fixtures that are existing, The plan is to add another fixture to current poles and face it southward for coverage of the proposed addition to the parking area. No additional details on the specification are provided by the applicant, but the intent is to

continue the use with most of the existing fixtures. These are downcast lights that do not project outward into the neighboring properties. Site lighting details are provided on the attached Utility Plan for additional reference.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. All utilities including water, electric, gas and communications are available to the site in accordance with CFU service policies. City Staff notes that the developer is responsible to ensure that the proposed detention pond is sized properly to accommodate not only runoff from the new parking pavement, but from all undeveloped areas on-site and off-site that will drain to it. Maintenance of this detention pond will be the responsibility of the property owner.

A courtesy notice to adjoining property owners was mailed on August 18, 2021.

STAFF RECOMMENDATION

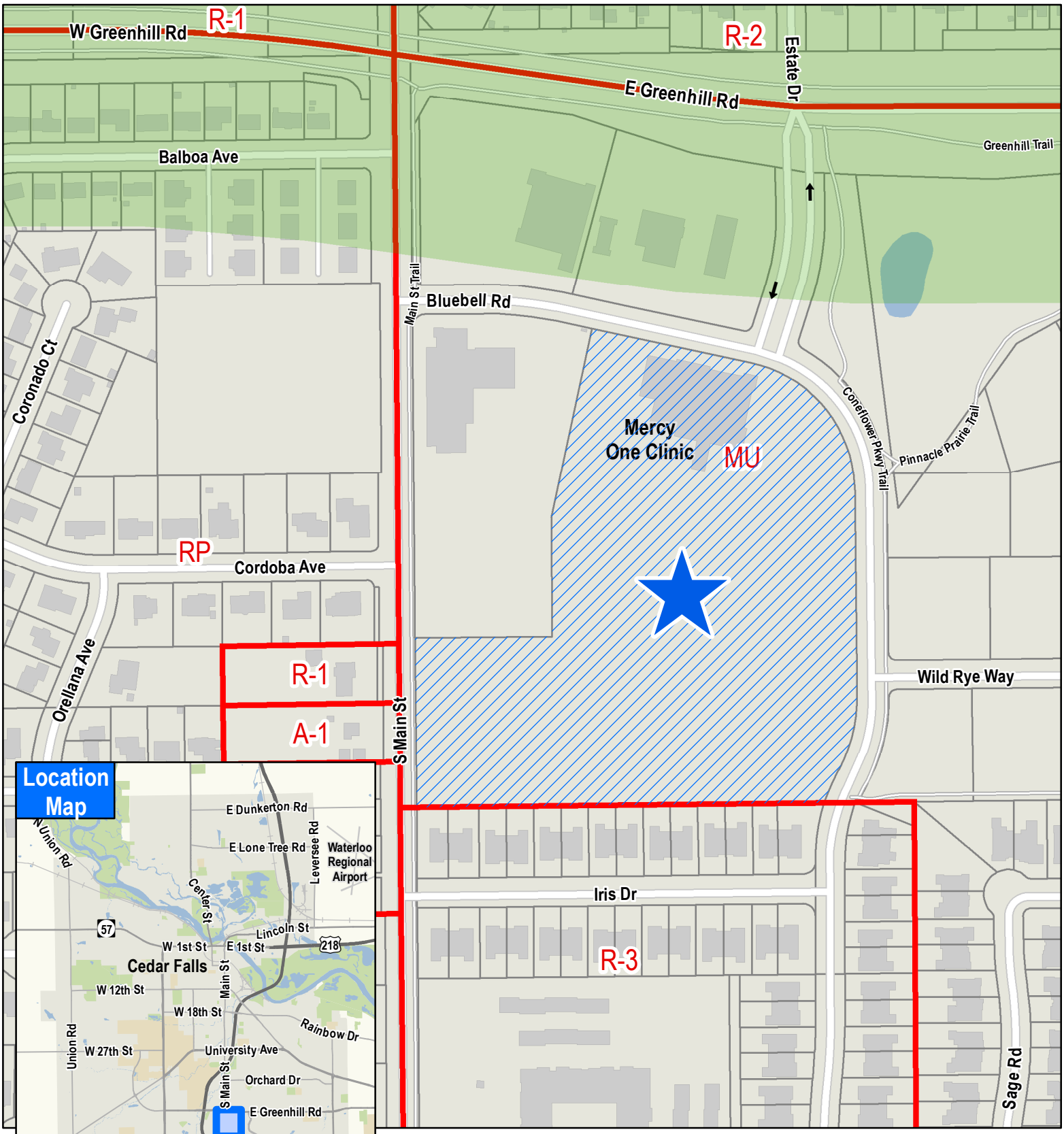
Planning and Zoning Commission recommends approval of the submitted MU District Site Plan for Bluebell Health Clinic addition at their regular meeting on 25th August 2021 with a vote of 5 ayes, 0 nays and 1 abstain. The Community Development Department also recommends approval of the proposed site plan for Bluebell Health Clinic OBGYN addition with the following stipulation:

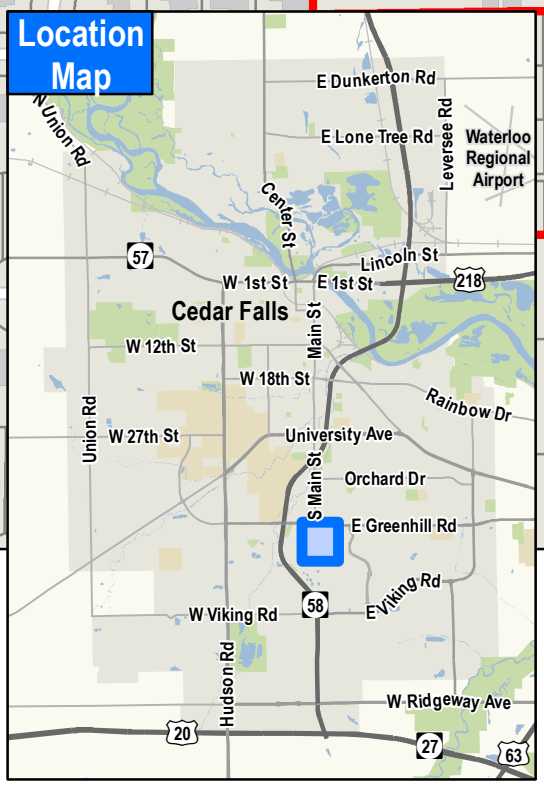
1) Any comments or direction specified by the Planning and Zoning Commission.
2) Conform to all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Introduction & Vote 8/25/2020	Chair Leeper abstained from discussion of the case. Vice-Chair Larson introduced the item and Mr. Atodaria provided background information. He explained that the applicant would like to add 5,400 square feet of space in the existing building of Bluebell Health Clinic to provide OBGYN services and the project scope also includes expanding parking area and making landscaping improvements on-site as per zoning code requirement. Mr. Atodaria mentioned that the proposal meets the setback requirement, landscaping requirements and building design criteria for the MU Zoning District and stated that the proposed addition will have similar exterior materials as the existing building. He also added that with this proposal applicant is including a master plan for the site highlighting future property split and public improvements including sidewalk and trail connection that will be added with the development of the southern area of the property to comply with zoning standards and Pinnacle Prairie Master Plan guidelines. Staff recommends approval of the submitted MU district site plan for the Bluebell Health Clinic with stipulations to any comments or directions from the Planning and Zoning Commission and conformance with all city staff recommendations and technical requirements. Mr. Larson stated that this looks pretty straightforward. Mr. Holst added that the project meets all the criteria and fits in well. Mr. Holst made a motion to approve the item. Ms. Prideaux seconded the motion. The motion was approved unanimously with 5 ayes (Holst, Larson, Lynch, Prideaux, and Sears), 0 nays and 1 abstain.

Cedar Falls Planning & Zoning Commission
August 25, 2021

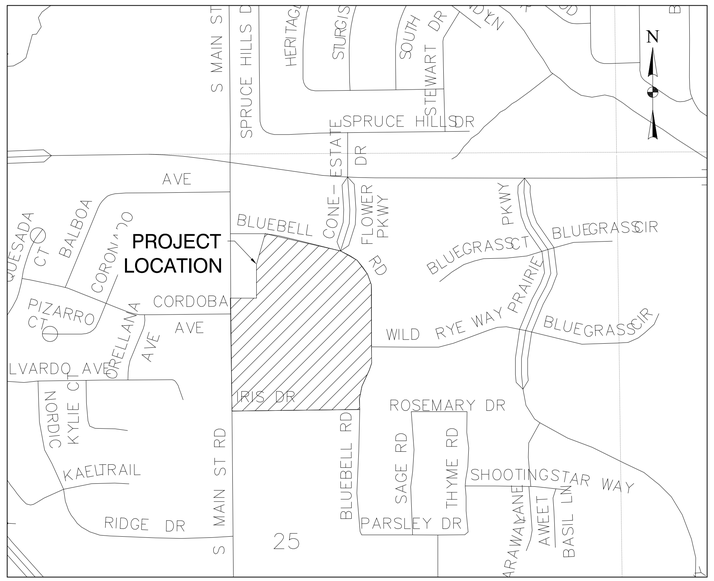




CEDAR FALLS Iowa

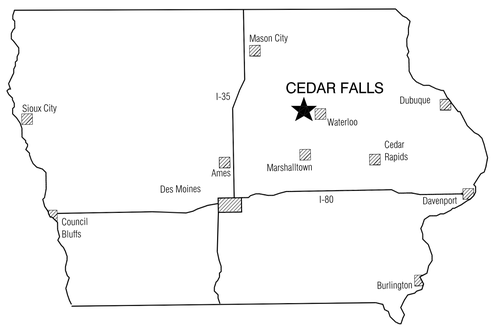
MU Site Plan Review for Bluebell Health Plaza at 226 Bluebell Road

MERCY HEALTH
BLUEBELL HEALTH PLAZA OBGYN ADDITION
CEDAR FALLS, IOWA



VICINITY MAP

NOT TO SCALE



LOCATION MAP

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT EDITION (SUDAS) AND THE CITY OF CEDAR FALLS STANDARD SPECIFICATIONS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C0.00	TITLE SHEET
C1.00	SYMBOLS, LEGEND AND GENERAL INFORMATION
C1.10	EXISTING CONDITIONS & DEMOLITION PLAN
C2.00	LAYOUT & UTILITY PLAN
C3.00	GRADING PLAN
C3.10	STORM WATER POLLUTION PREVENTION PLAN
C.400	LANDSCAPE PLAN
C.500-C.503	DETAILS

Clapsaddle-Garber Associates, Inc
5106 Nordic Dr.
Cedar Falls, Iowa 50613
Phone 319-266-0258
www.cgaconsultants.com

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

MINDY M. BRYNGELSON LICENSED 17135 IOWA PROFESSIONAL ENGINEER

Signature Date

Mindy M. Bryngelson, PE

Iowa License Number 17135

My license renewal date is December 31, 2021

Pages or sheets covered by this seal:

INVISION
PLANNING | ARCHITECTURE | INTERIORS

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Suite 101
Waterloo, IA 50703
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319.233.9772 Fax
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MECHANICAL AND PLUMBING
YOUNG PLUMBING HEATING & COOLING
ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: Aug 16, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

SHEET NAME: TITLESHEET

SHEET: C0.00

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LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		EVERGREEN TREE	W(*)	W	WATERLINE
		DECIDUOUS TREE			WATER VALVE
F		FRUIT TREE			FIRE HYDRANT
SB	SB	SHRUBS (BUSHES)		W	WATER METER
		TREE LINE			CURB STOP
		STUMP			YARD HYDRANT
		SWAMP	FDC	FDC	FIRE DEPT. CONNECTION
†		CEMETERY	PIV	PIV	POST INDICATOR VALVE
G		GRAVE	San(*)	San	SANITARY SEWER LINE
CV		CAVE	StS (*)	StS	STORM SEWER LINE
SH		SINK HOLE	DT	DT	DRAIN TILE
W		WELL	SD	SD	SUBDRAIN
W		WINDMILL		M	MANHOLE
C		CISTERN		C	CLEANOUT
ST		SEPTIC TANK			INTAKE
LP		LP GAS TANK			BEEHIVE INTAKE
UST		UNDERGROUND STORAGE TANK		R	ROOF DRAIN
		SATELLITE DISH			ROOF DRAIN (SURFACE)
SIGN		SIGN (TYPE AS NOTED)			ROOF DRAIN (UNDERGROUND)
		FLAGPOLE	G (*)	G	GAS LINE
		SOIL BORING			GAS VALVE
		MONITORING WELL		G	GAS METER
		PARKING METER	OH E	OH E	OVERHEAD ELECTRICAL LINE
		MAILBOX	E (*)	E	BURIED ELECTRICAL LINE
		POST			POWER POLE
		BOLLARD		E	ELECTRICAL METER
SPH		SPRINKLER HEAD			ELECTRICAL HIGHLINE TOWER
SPV		SPRINKLER HEAD VALVE			TRAFFIC SIGNAL
		GUARDRAIL (BEAM OR CABLE)			STREET LIGHT
X X	0 0	FENCE			LUMINAIRE
		TILE OUTLET			ELECTRICAL BOX/TRANSFORMER
		DRAINAGE WAY	FO(*)	FO	FIBER OPTICS LINE
		EDGE OF WATER	FO	FO	FIBER OPTICS BOX
		SILT FENCE	FO	FO	FIBER PEDESTAL
105	105	CONTOUR LINE	T(*)	T	TELEPHONE LINE
+00.00	+00.00	SPOT ELEVATION			TELEPHONE POLE
		BUILDING	T	T	TELEPHONE PEDESTAL
			T	T	TELEPHONE BOX
			TV	TV	CABLE TELEVISION LINE
			TV(*)	TV	TELEVISION PEDESTAL
			TV	TV	TELEVISION BOX
			AC	AC	AIR CONDITIONER

EXISTING	PROPOSED	
		SECTION/R.O.W. LINE
		BOUNDARY LINE
		PROPERTY LINE
		EASEMENT LINE
		SETBACK LINE
■	■	R.O.W. RAIL OR LOT CORNER
▣	▣	CONCRETE MONUMENT
▲	△	GOVERNMENT CORNER MONUMENT
●	○	PARCEL OR LOT CORNER MONUMENT
	○	TEMP. CONSTRUCTION EASEMENT CORNER
		SURVEY CONTROL POINT

UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA* :

(A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

(B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.

(C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

(D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

MediaCom	Brian Kadner	845-544-9656
Cedar Falls Utilities	Jerald Lukensmeyer	319-268-5330
City of Cedar Falls	Tyler Griffin	319-273-8600
CenturyLink	Sadie Hull	918-547-0147
Aureon Network Services	Jeff Klocko	515-830-0445

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CONTROL POINTS:

NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
1	8844386.03	15447160.59	948.40	MAG NAIL WEST OF INTERSECTION OF S MAIN ST. & BLUEBELL RD.
2	8844346.17	15447601.00	945.41	MAG NAIL NORTH OF INTERSECTION OF PARKING DRIVE & BLUEBELL RD.
3	8843902.79	15447561.86	949.08	MAG NAIL SOUTH EDGE OF PARKING LOT
4	8843549.66	15447155.70	951.15	MAG NAIL WEST SIDE OF S MAIN ST. SOUTH OF PROJECT
5	8844240.99	15447560.40	947.52	NAIL WITH CHASER NW OF PARKING DRIVE INTERSECTION

EXISTING/PROPOSED USE

MEDICAL OFFICE

PROPERTY ADDRESS:

226 BLUEBELL RD
CEDAR FALLS, IA 50613

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
1523 S. BELL AVE. SUITE 101
AMES, IOWA 50010
PH 515-232-1784
WWW.CGACONSULTANTS.COM

OWNER OF RECORD:

COVENANT MEDICAL CENTER INC
3421 W 9TH ST.
WATERLOO, IA 50702

NOTES:

1. ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
2. ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.

SITE PLAN PREPARED BY:

PROJECT MANAGER: MINDY BRYNGELSON
CLAPSADDLE-GARBER ASSOCIATES, INC
1523 S. BELL AVE. SUITE 101
AMES, IOWA 50010
PH 515-232-1784
WWW.CGACONSULTANTS.COM

DATE OF PREPARATION:

08-16-2021

FIELD WORK COMPLETED:

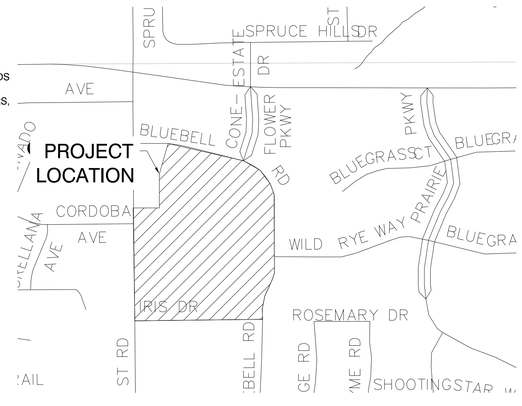
06-29-2021

LEGAL DESCRIPTION

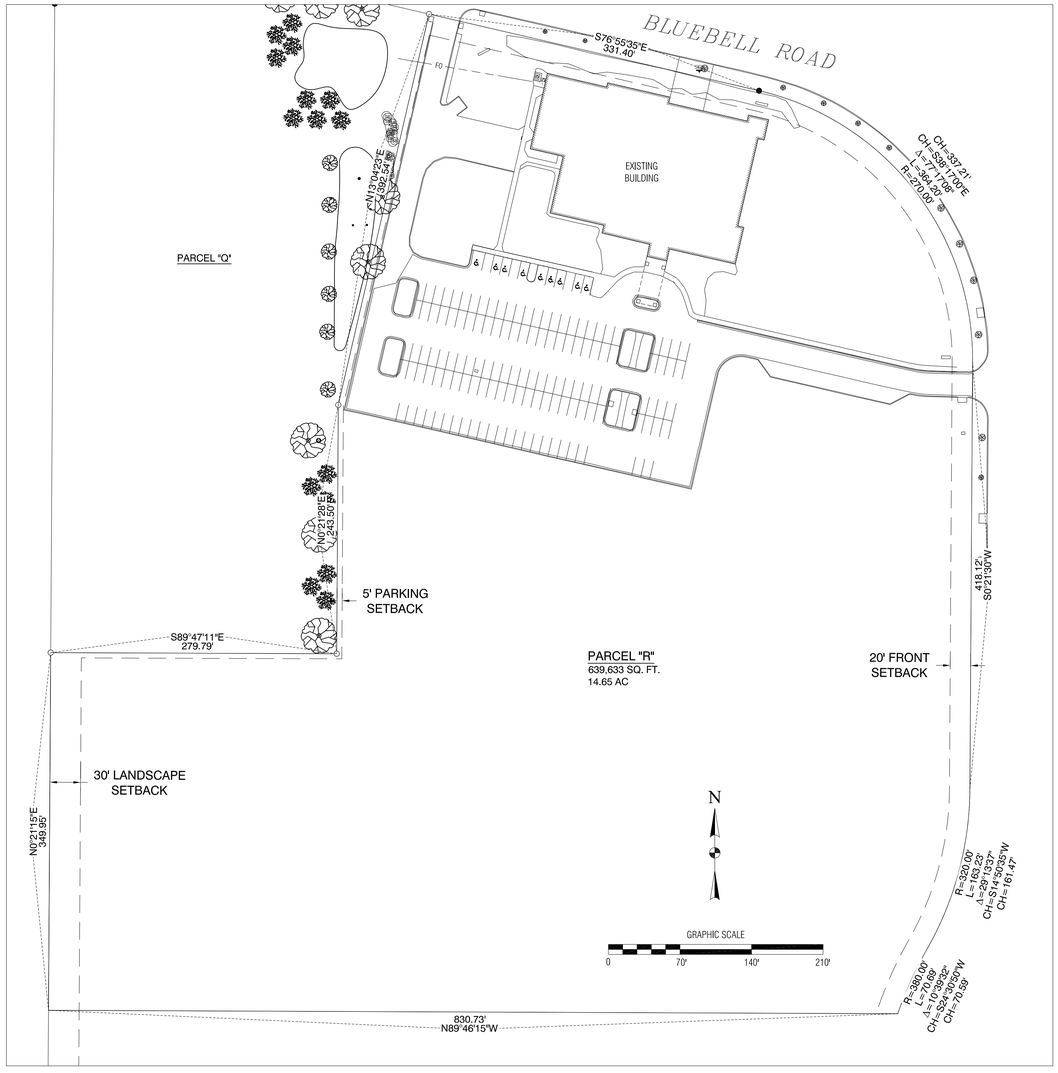
PARCEL R BEING A DIVISION OF LOT 35 PINNACLE PRAIRIE BUSINESS CENTER NORTH, CITY OF CEDAR FALLS, IA. SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

NOTE:
TYPICAL DEPTH OF COVER ON WATERMAIN PIPE IN Cedar Falls IS 6 FT.

UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.



VICINITY MAP
NOT TO SCALE



Zoning Compliance Summary

CRITERION	REQUIRED/PERMITTED	CALCULATIONS	PROPOSED	PRIMARY CODE REFERENCE
Applicable Zoning District	MU-Mixed use Residential			Zoning Map & FIRM
Principal Permitted Use	Professional Office		Medical Clinic	Sec. 26-185 (c)
Maximum Building Height in Feet or Stories	35' or 3 stories		19'- 6"	Sec. 26-185 (d)
Setback along Roadways	20' for Lots less then 10 Acres		25'-0"	Sec. 26-185 (f)(2)
Signage Setback	10'		20'-0"	Sec. 26-185 (f)(3)
Landscaping / Open Space	10% of Total Site	$\frac{484359}{638154}$=.759	75.90%	Sec. 26-185 (f)(5)
Tree & Shrubs	0.02 Points/SF of Total Development Site Area	0.02 * 36,580= 731.6	731.6	Sec. 26-185 (f)(5)
Parking Lot Landscaping	1 Overstory Tree/ 15 Parking Stalls or every 2,500 SF of parking Space Area Plus Landscape berm around perimeter of all areas of 10 Stalls or More	$\frac{187}{15}$ =12.44	13	Sec. 26-185 (f)(8)
Parking Spaces	Five Parking Spaces, Plus one additional parking space for each 200 SF of gross floor area over 1,000 SF	$\frac{33650}{200}$+5=169	187 including 14 HC spaces	Sec. 26-220(a)(2)

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SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: Aug 16, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

SHEET NAME: SYMBOLS, LEGEND, & GENERAL INFORMATION

SHEET: C1.00

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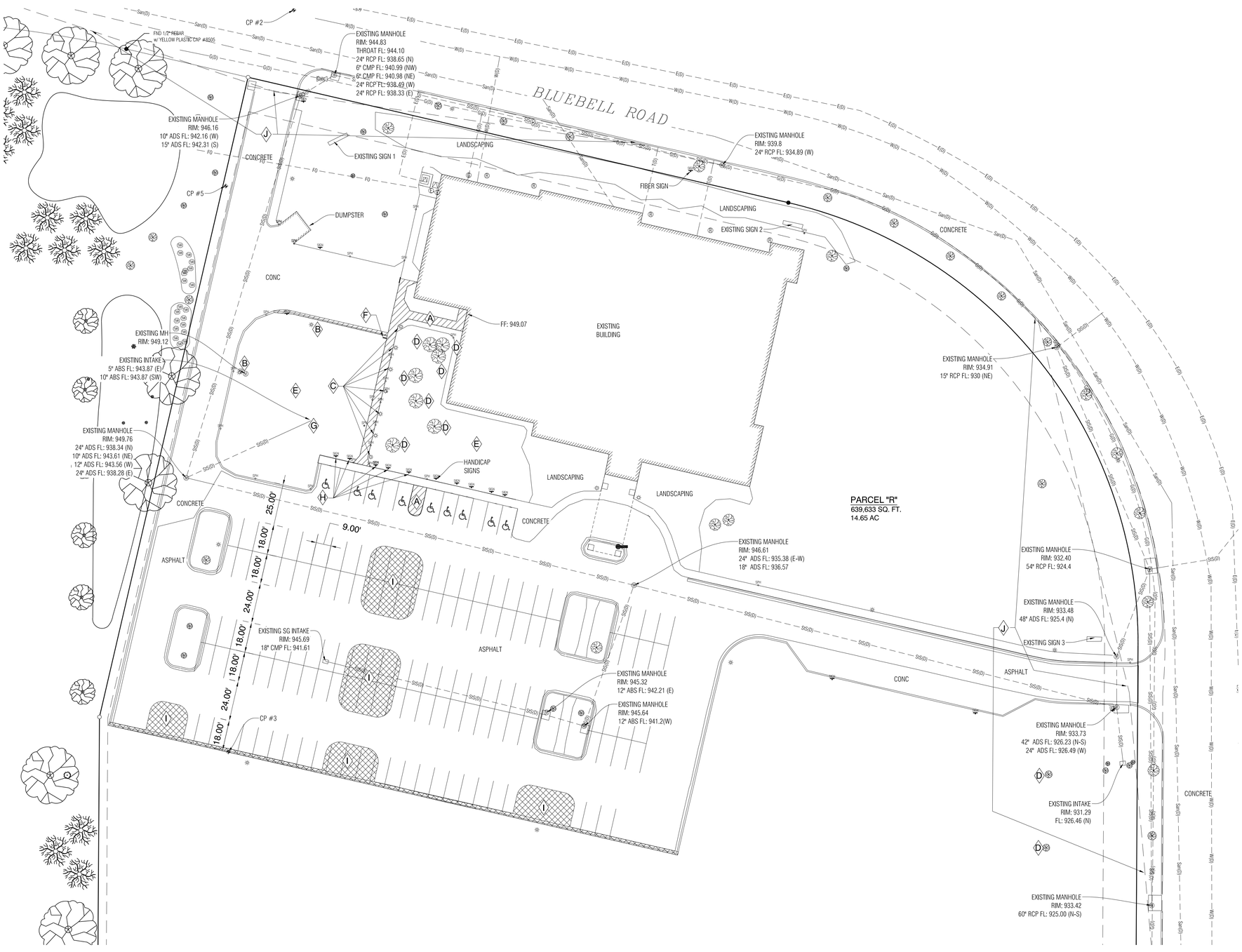


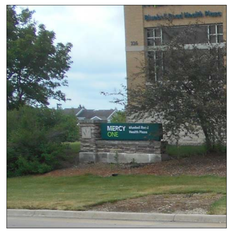
GENERAL DEMOLITION NOTES:

1. ADJOINING PROPERTIES SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY CONTRACTOR.
2. ANY DAMAGE TO EXISTING PAVEMENT TO REMAIN DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT TO REMAIN.
3. REMOVE ALL SIGNS, LIGHTS, POSTS, POLES,WALLS, AND ASSOCIATED FOUNDATIONS AS INDICATED. BACKFILL ALL HOLES AND DEPRESSIONS WITH SUITABLE SOIL.
4. CONTRACTOR SHALL SUPPLY DETAILED CONSTRUCTION SCHEDULE TO THE CITY.
5. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
   A. CITY OF CEDAR FALLS
   B. OWNER
   C. CLAPSADDLE-GARBER ASSOCIATES, INC.
6. CONTRACTOR SHALL DISPOSE OF PAVEMENT & FENCING OFF-SITE
7. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

KEY DEMOLITION CONSTRUCTION NOTES:

- (A) REMOVE CONCRETE & ALL ASSOCIATED CURBS TO NEAREST JOINT LINE OR AS INDICATED.
- (B) REMOVE POLE LIGHT & ASSOCIATED FOUNDATIONS. BACKFILL HOLES WITH SUITABLE SOIL & RELOCATE. SEE LIGHTING PLAN
- (C) REMOVE LIGHT BOLLARDS & ASSOCIATED FOUNDATIONS. BACKFILL HOLES WITH SUITABLE SOIL & RELOCATE. SEE LIGHTING PLAN
- (D) TREE TO BE RELOCATED. (COMPLETELY REMOVE EXISTING TREE & ROOTBALL. BACKFILL DEPRESSIONS WITH SUITABLE SOIL.)
- (E) REMOVE EXISTING SPRINKLER SYSTEM AS NEEDED
- (F) REMOVE ELECTRIC PANEL
- (G) REMOVE EXISTING STORM INTAKE.
- (H) RELOCATE EXISTING SIGN POSTS, & ASSOCIATED FOUNDATIONS. BACKFILL HOLES WITH SUITABLE SOIL.
- (I) REMOVE ASPHALT & ALL ASSOCIATED CURBS.
- (J) SIGHT TRIANGLE.

EXISTING SIGN 1



EXISTING SIGN 2

EXISTING SIGN 3

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ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO:
21053

DATE:
Aug 16, 2021

SHEET SET:
CONSTRUCTION DOCUMENTS

SHEET NAME:
EXISTING CONDITIONS & DEMOLITION PLAN

SHEET:
C1.10

N

GRAPHIC SCALE
0 30' 60' 90'

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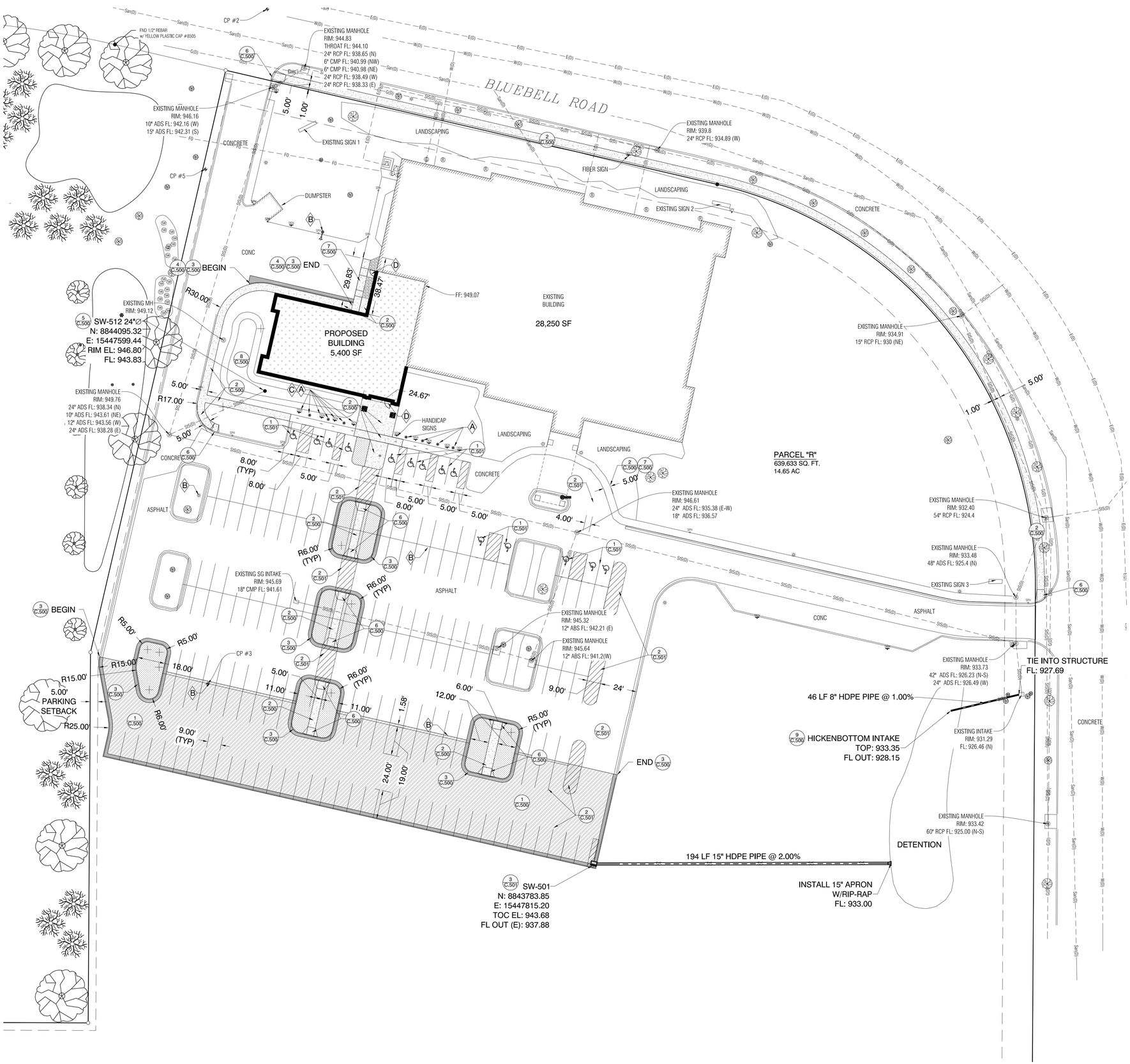

GENERAL LAYOUT NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
4. ANY DAMAGE TO THE PAVEMENT NOT SHOWN FOR REMOVAL ON THE PLANS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT.
5. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

CONSTRUCTION DETAILS

1 C.500 INSTALL 6" PCC PAVEMENT SECTION
2 C.500 INSTALL PCC SIDEWALK PAVEMENT SECTION
3 C.500 INSTALL 6" STANDARD CURB & GUTTER
4 C.500 INSTALL 6" STANDARD PCC CURB WITH CLASS A SIDEWALK
5 C.500 INSTALL CIRCULAR AREA INTAKE SW-512
6 C.500 INSTALL PERPENDICULAR CURB RAMP
7 C.500 INSTALL PARALLEL CURB RAMP FOR CLASS A SIDEWALK
8 C.500 INSTALL BIORETENTION CELL
9 C.500 INSTALL HICKENBOTTOM INTAKE DETAIL
1 C.501 ACCESSIBLE PARKING SPACE
2 C.501 MARKING DETAIL
3 C.501 INSTALL SINGLE GRATE INTAKE SW-501

CONSTRUCTION NOTES:

A INSTALL RELOCATED LIGHT BOLLARDS
B INSTALL RELOCATED OR NEW LIGHT POST. NEW LIGHTS SHALL MATCH EXISTING FIXTURES (STERNBERG 250WHM FIXTURE)
C INSTALL RELOCATED HANDICAP SIGN POSTS
D INSTALL STOOP (SEE ARCHITECTURAL PLANS)

PARKING LOT COUNT		
	EXISTING QUANTITY	PROPOSED QUANTITY
TYPICAL STALLS	120	176
HANDICAP STALLS	9	12
TOTAL STALLS	129	188

N

GRAPHIC SCALE
0 30' 60' 90'

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ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:
DATE NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053
DATE: Aug 16, 2021
SHEET SET: CONSTRUCTION DOCUMENTS
SHEET NAME: LAYOUT & UTILITY PLAN
SHEET: C2.00

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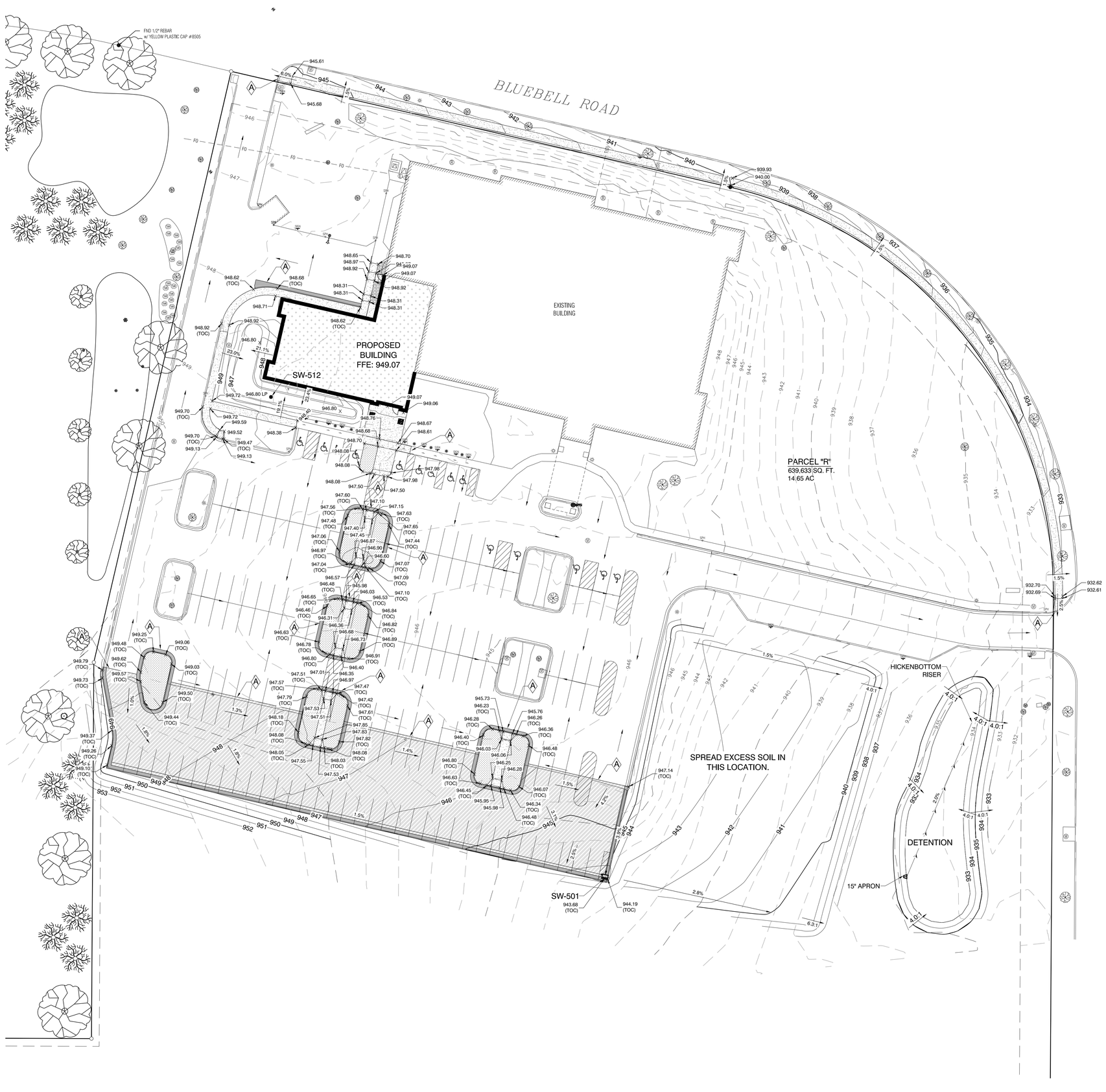

GENERAL GRADING NOTES

1. SLOPES SHALL NOT BE GREATER THAN 3:1
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
4. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED (A MINIMUM OF 6") & STOCKPILE AS PER PLAN. RESPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.
5. GEOTECHNICAL REPORT IS AVAILABLE UPON REQUEST.

LEGEND

TOC	TOP OF CURB
HP	HIGH POINT
LP	LOW POINT
T/W	TOP OF WALL
B/W	BOTTOM OF WALL
2.0% →	PROPOSED SLOPE
→	PROPOSED DRAINAGE PATTERN
A	MATCH EXISTING PAVEMENT ALONG ENTIRE LENGTH

N

GRAPHIC SCALE
0 30' 60' 90'

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SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:
DATE NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: Aug 16, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

SHEET NAME: GRADING PLAN

SHEET: C3.00

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BLACKHAWK COUNTY, CITY OF CEDAR FALLS

POLLUTION PREVENTION PLAN

ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS FROM LEAVING THE PROJECT SITE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE POLLUTION PREVENTION PLAN (PPP) FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS PPP.

1. SITE DESCRIPTION

THIS POLLUTION PREVENTION PLAN (PPP) IS FOR BLUEBELL HEALTH PLAZA OBGYN ADDITION IN CEDAR FALLS, IOWA INCLUDING BUILDING EXPANSION, REMOVALS, PAVING, & UTILITIES.
THIS PPP COVERS APPROXIMATELY 14.65 ACRES WITH AN ESTIMATED 1.7 ACRES BEING DISTURBED. THE PORTION OF THE PPP COVERED BY THIS CONTRACT HAS 1.7 ACRES BEING DISTURBED.

THE PPP IS LOCATED IN AN AREA OF KENYON-CLYDE-FLOYD SOIL ASSOCIATION. THE ESTIMATED AVERAGE CURVE NUMBER FOR THIS PPP AFTER COMPLETION WILL BE 79.

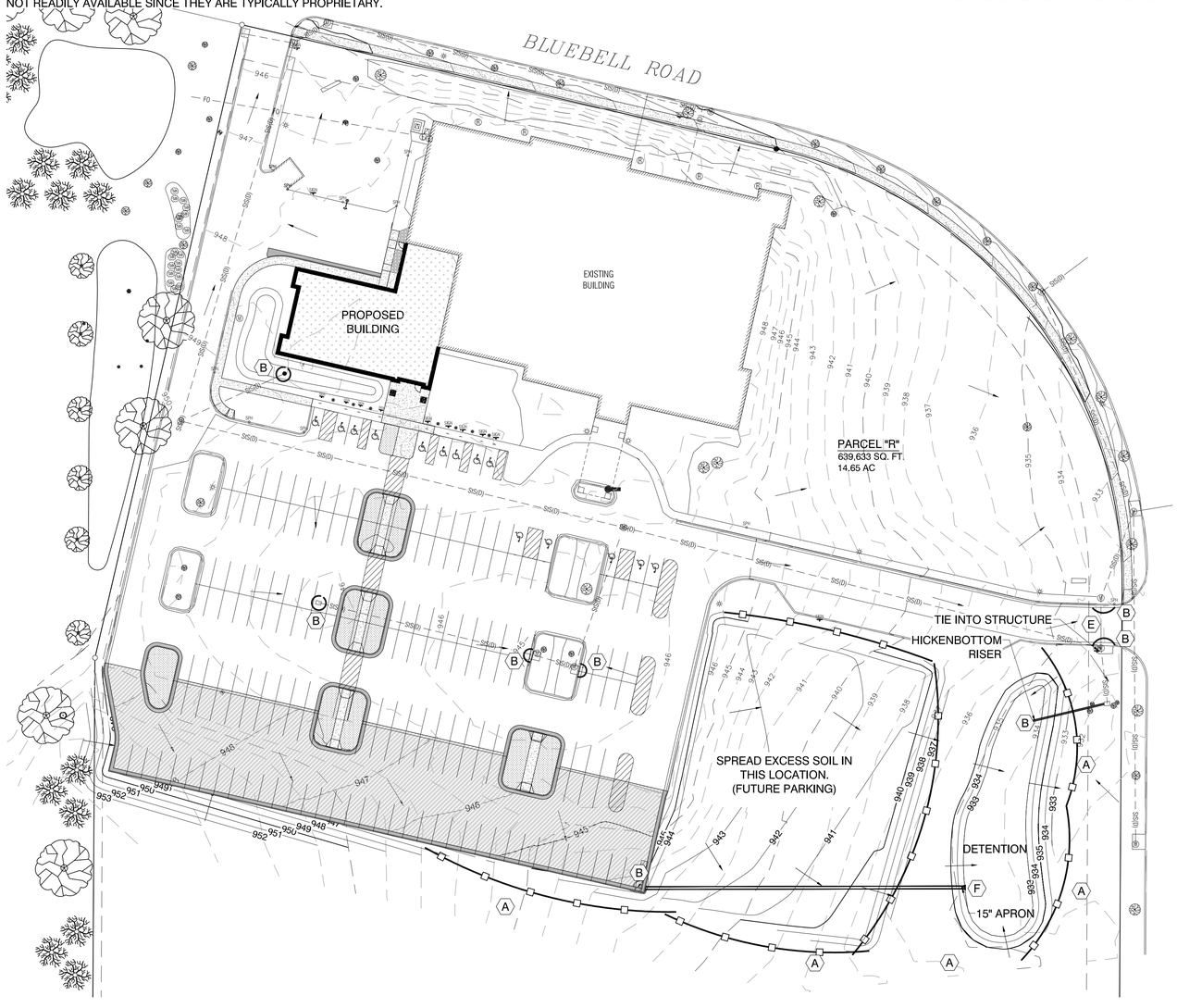
REFER TO THIS SHEET, AND THE GRADING SHEETS FOR LOCATIONS OF TYPICAL SLOPES, DITCH GRADES, AND MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS. A COPY OF THIS PLAN WILL BE ON FILE AT THE PROJECT ENGINEER'S OFFICE. RUNOFF FROM THIS WORK WILL FLOW INTO CITY OF CEDAR FALLS STORM SEWER SYSTEM.

2. POTENTIAL SOURCES OF POLLUTION

SITE SOURCES OF POLLUTION GENERATED AS A RESULT OF THIS WORK RELATE TO SILTS AND SEDIMENT WHICH MAY BE TRANSPORTED AS A RESULT OF A STORM EVENT. HOWEVER, THIS PPP PROVIDES CONVEYANCE FOR OTHER NON-PROJECT RUNOFF THAT IS BEYOND THE CONTROL OF THIS PPP. POTENTIALLY THIS RUNOFF CAN CONTAIN VARIOUS POLLUTANTS RELATED TO SITE-SPECIFIC LAND USES. EXAMPLES ARE:

RURAL AGRICULTURAL ACTIVITIES - RUNOFF FROM AGRICULTURAL LAND USE CAN POTENTIALLY CONTAIN CHEMICALS INCLUDING HERBICIDES, PESTICIDES, FUNGICIDES, AND FERTILIZERS.

COMMERCIAL AND INDUSTRIAL ACTIVITIES - RUNOFF FROM COMMERCIAL, INDUSTRIAL, AND COMMERCE LAND USE MAY CONTAIN CONSTITUENTS ASSOCIATED WITH THE SPECIFIC OPERATION. SUCH OPERATIONS ARE SUBJECT TO POTENTIAL LEAKS AND SPILLS WHICH COULD BE COMMINGLED WITH RUNOFF FROM THE FACILITY. POLLUTANTS ASSOCIATED WITH COMMERCIAL AND INDUSTRIAL ACTIVITIES ARE NOT READILY AVAILABLE SINCE THEY ARE TYPICALLY PROPRIETARY.



3. CONTROLS

PRIOR TO BEGINNING GRADING, EXCAVATION, OR CLEARING AND GRUBBING OPERATIONS, SILT FENCE SHALL BE PLACED ALONG THE PERIMETER OF THE AREAS TO BE DISTURBED AT LOCATIONS WHERE RUNOFF CAN MOVE OFFSITE. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. AS AREAS REACH THEIR FINAL GRADE, ADDITIONAL SILT FENCE, SILT BASINS, COMPOST FILLED SOCKS, INTERCEPTING DITCHES, SOD FLUMES, LETDOWNS, BRIDGE EDGE DRAINS, AND EARTH DIKES SHALL BE INSTALLED AS SPECIFIED IN THE PLANS AND/OR AS REQUIRED BY THE PROJECT ENGINEER. THIS WILL INCLUDE USING SILT FENCE OR EQUIVALENT AS DITCH CHECKS AND TO PROTECT INTAKES. TEMPORARY STABILIZING MULCH SHALL BE COMPLETED AS THE DISTURBED AREAS ARE CONSTRUCTED. IF CONSTRUCTION ACTIVITY IS NOT PLANNED TO OCCUR IN A DISTURBED AREA FOR AS LEAST 21 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY MULCHING WITHIN 14 DAYS. OTHER STABILIZING METHODS SHALL BE USED OUTSIDE THE SEEDING PERIOD.

THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIER, SEDIMENT TRAPS, AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME OR SUBCONTRACTOR AS DETERMINED BY THE ENGINEER AFTER FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

4. OTHER CONTROLS

CONTRACTOR DISPOSAL OF UNUSED CONSTRUCTION MATERIALS AND CONSTRUCTION MATERIAL WASTES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEM REGULATIONS. IN THE EVENT OF A CONFLICT WITH OTHER GOVERNMENTAL LAWS, RULES AND REGULATIONS, THE MORE RESTRICTIVE LAWS, RULES OR REGULATIONS SHALL APPLY.

5. APPROVED STATE OR LOCAL PLANS

DURING THE COURSE OF THIS CONSTRUCTION, IT IS POSSIBLE THAT SITUATIONS WILL ARISE WHERE UNKNOWN MATERIALS WILL BE ENCOUNTERED. WHEN SUCH SITUATIONS ARE ENCOUNTERED, THEY WILL BE HANDLED ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS IN EFFECT AT THE TIME.

6. MAINTENANCE

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES IN PROPER WORKING ORDER, INCLUDING CLEANING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF SILT CONTROL DEVICES SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

7. INSPECTIONS

INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND THE CONTRACTING AUTHORITY (IF APPLICABLE) EVERY SEVEN CALENDAR DAYS. THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE SWPPP BOOKLET OR PROJECT DIARY. THIS PPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF THE INSPECTION.

8. NON-STORM DISCHARGES

THIS INCLUDES SUBSURFACE DRAINS (I.E. LONGITUDINAL AND STANDARD SUBDRAINS), SLOPE DRAINS AND BRIDGE END DRAINS. THE VELOCITY OF THE DISCHARGE FROM THESE FEATURES MAY BE CONTROLLED BY THE USE OF PATIO BLOCKS, CLASS A STONE OR EROSION STONE.

9. GENERAL NOTES

A. THE ABOVE PLAN IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS PRIME CONTRACTORS RESPONSIBILITY TO DEVELOP AND UPDATE THE SWPPP PLAN AS NEED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH IOWA DNR, EPA, AND JURISDICTION GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS EXCEPT THE TURF REINFORCEMENT MAT SHALL BE REMOVED AT THE END OF THE PROJECT.

B. ALL STOCK PILES NOT INTENDED TO BE REDISTRIBUTED IN 14 DAYS MUST BE SEEDED OR OTHERWISE CONTROLLED WITH EROSION CONTROL FEATURES BY THE 14TH DAY AFTER STOCK PILING. STOCK PILE LOCATIONS SHALL BE APPROVED BY THE OWNER. 14 DAYS AFTER INACTIVITY REQUIRES AN AREA TO BE STABILIZED IMMEDIATELY.

C. THE GENERAL CONTRACTOR SHALL PROVIDE CONTAINMENT OF ALL SOURCES OF POTENTIAL POLLUTION INCLUDING FUELING AREA, PORTABLE SANITARY FACILITIES, WASTE DEPOSITORY AREAS (DUMPSTER LOCATIONS), AND OTHER POLLUTION SOURCES. ALL AREAS WHERE CONCRETE TRUCKS ARE WASHED OUT SHALL BE DEFINED AND CONTAINED ON SITE. CONCRETE WASHOUT AREA SHALL BE CLEARLY MARKED AND THE CONTRACTOR SHALL CLEAN OUT THIS AREA PRIOR TO FINALIZING THE PROJECT (INCIDENTAL). ALL EROSION CONTROL DEVICES MUST BE MAINTAINED AS STATED IN THE POLLUTION PREVENTION PLAN.

D. CONTRACTOR SHALL TAKE PRECAUTIONS TO INSURE THAT EQUIPMENT, VEHICLES, AND PLANTING OPERATIONS DO NOT DISTURB OR DAMAGE EXISTING GRADES, WALLS, DRIVES, PAVEMENT, UTILITIES, PLANTS, LAWNS, IRRIGATION SYSTEMS, AND OTHER FACILITIES. REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION ANY DAMAGED ITEM, WITHOUT ADDITIONAL COMPENSATION.

E. THE CONTRACTOR SHALL PREVENT ACCUMULATION OF EARTH, SILTATION, OR DEBRIS ON ADJOINING PUBLIC OR PRIVATE PROPERTY FROM THE PROJECT SITE. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AT NO COST TO THE OWNER. TAKE REMEDIAL ACTIONS FOR PREVENTION, REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION, WITHOUT ADDITIONAL COMPENSATION.

F. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID.

10. CONSTRUCTION NOTES:

A. INSTALL SILT FENCE OR COMPOST FILLED SOCK - TO BE REMOVED AT THE END OF THE PROJECT.

B. INSTALL INLET PROTECTION - TO BE REMOVED AT THE END OF THE PROJECT.

C. INSTALL CONCRETE WASH OUT AREA - TO BE REMOVED & RESTORED AT THE END OF THE PROJECT.

D. INSTALL EXCELSIOR MATT

E. INSTALL STABILIZED CONSTRUCTION ENTRANCE.

N

GRAPHIC SCALE
0 40' 80' 120'

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MECHANICAL AND PLUMBING
YOUNG PLUMBING HEATING & COOLING
ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053
DATE: Aug 16, 2021
SHEET SET: CONSTRUCTION DOCUMENTS
SHEET NAME: STORM WATER POLLUTION PREVENTION PLAN
SHEET: C3.10

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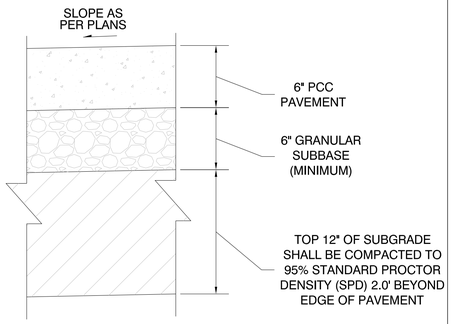
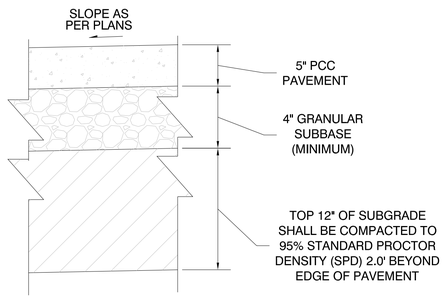
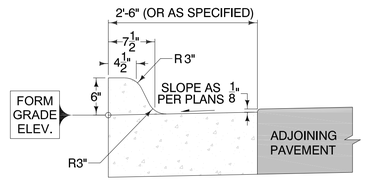


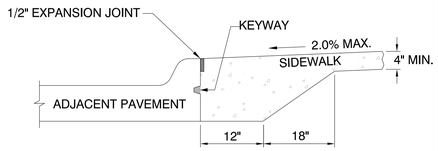
1 6" PCC PAVEMENT SECTION



2 PCC SIDEWALK PAVEMENT SECTION



3 6" STANDARD CURB & GUTTER

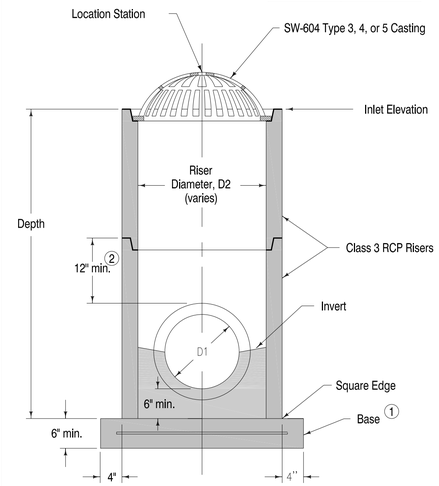


4 6" STANDARD PCC CURB WITH CLASS A SIDEWALK

Precast (shown) or cast-in-place base:

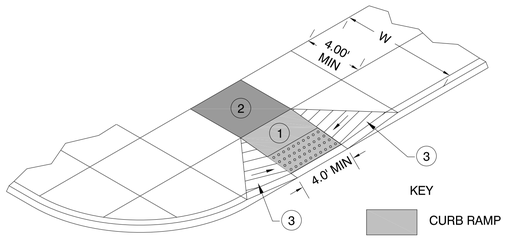
1. Precast: 6-inch thick concrete with #6 welded wire mesh on 4-inch centers (WWF 4" x 4"). Center mesh vertically within base.
2. Cast-in-place: 8-inch thick non-reinforced concrete.12-inch minimum riser height above all pipes.

INTAKE SIZE - CASE 1	
Outlet Pipe Diameter, D1	Minimum Riser Diameter, D2
12"	18"
15"	24"
18"	24"
21"	30"
24"	30"
27"	36"



TYPICAL SECTION

5 CIRCULAR AREA INTAKE SW-512

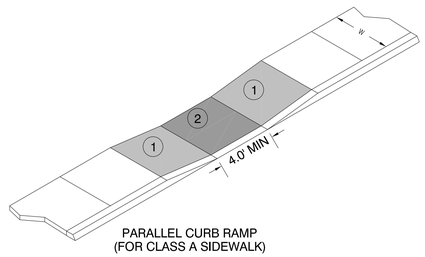


KEY

- CURB RAMP
- TURNING SPACE
- DETECTABLE WARNING

1. PERPENDICULAR CURB RAMP: TARGET RUNNING SLOPE OF 6.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%. MATCH PEDESTRIAN STREET CROSSING CROSS SLOPE AT BACK OF CURB. AT MID-BLOCK CROSSINGS, CROSS SLOPE MAY EXCEED 2.0% TO MATCH ROADWAY GRADE.
2. TURNING SPACE: TARGET SLOPE OF 1.5%, WITH A MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. AT MID-BLOCK CROSSINGS, CROSS SLOPE OF LANDING MAY EXCEED 2.0% TO MATCH ROADWAY GRADE. MINIMUM 4 FEET BY 4 FEET.
3. FLARE (10:1 MAX.) REQUIRED IF RAMP IS CONTIGUOUS WITH SIDEWALK.

6 PERPENDICULAR CURB RAMP

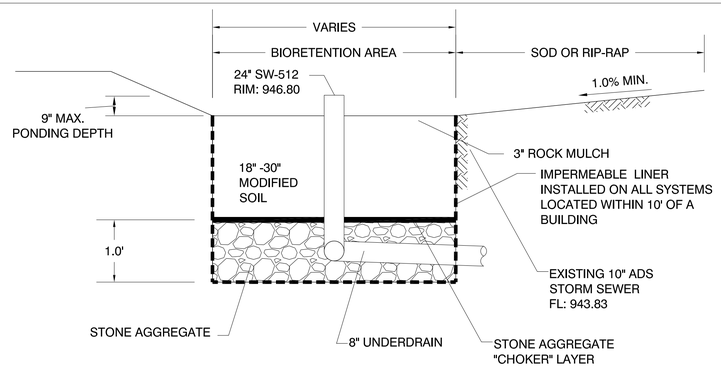


PARALLEL CURB RAMP (FOR CLASS A SIDEWALK)

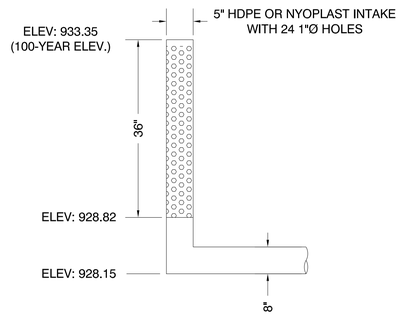
- CURB RAMP
- TURNING SPACE

1. PARALLEL CURB RAMP: TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMPS SHORTER THAN 15 FEET.
2. TURNING SPACE: TARGET SLOPE OF 1.5%, WITH A MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. AT MID-BLOCK CROSSINGS, CROSS SLOPE OF LANDING MAY EXCEED 2.0% TO MATCH ROADWAY GRADE. MINIMUM 4 FEET BY 4 FEET.

7 PARALLEL CURB RAMP FOR CLASS A SIDEWALK



8 BIORETENTION CELL TYPICAL SECTION



9 HICKENBOTTOM INTAKE DETAIL
NO SCALE

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ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053
DATE: Aug 16, 2021
SHEET SET: CONSTRUCTION DOCUMENTS
SHEET NAME: DETAILS
SHEET: C5.00

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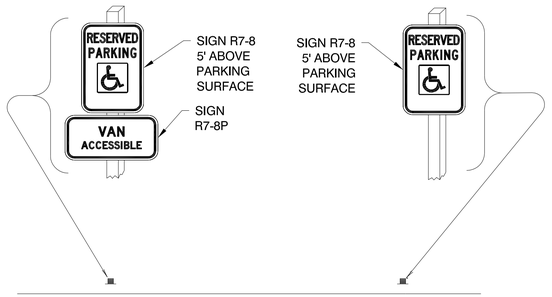
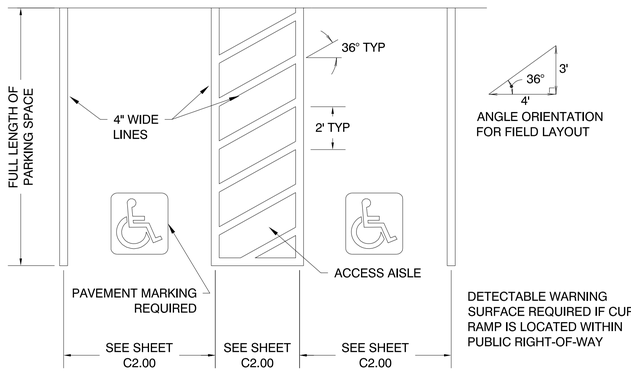
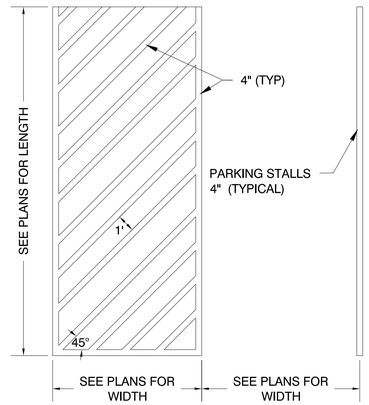


ACCESSIBLE ROUTE

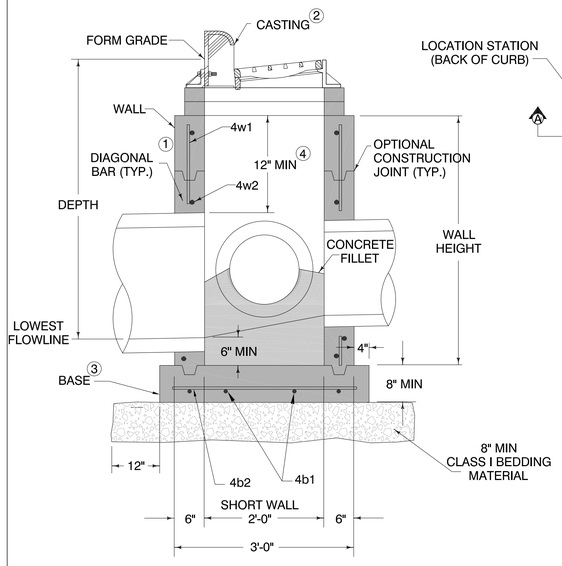


1 ACCESSIBLE PARKING SPACES

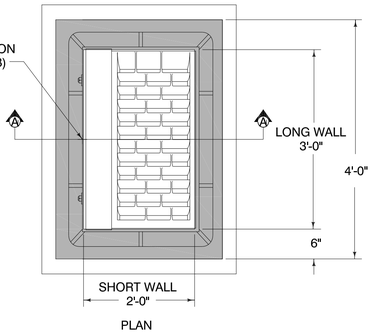


NOTES:
1. PAVEMENT MARKINGS (STRIPING) SHALL BE MADE WITH TRAFFIC PAINT OR PERMANENT TAPE.
2. MEASUREMENTS IN PLANS ARE TO CENTER OF MARKING WIDTH

2 MARKING DETAIL



SECTION A-A



PLAN

REFER TO SW-514 FOR BOXOUT DETAILS.

1. INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
2. SW-603 TYPE R UNLESS TYPE Q IS SPECIFIED IN THE CONTRACT DOCUMENTS.
3. CAST-IN-PLACE BASE SHOWN. IF BASE IS PRECAST INTEGRAL WITH WALLS, THE FOOTPRINT OF THE BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
4. 12 INCH MINIMUM WALL HEIGHT ABOVE ALL PIPES.

REINFORCING BAR LIST

MARK	SIZE	LOCATION	SHAPE	LENGTH	COUNT	SPACING
4w1	4	Walls	——	Wall Height minus 4"	14	12"
4w2	4	Long Walls	——	3'-8"	Varies	12"
4w3	4	Short Walls	——	2'-8"	Varies	12"
4b1	4	Base	——	4'-2"	4	10"
4b2	4	Base	——	3'-2"	5	10"

MAXIMUM PIPE DIAMETERS

PIPE LOCATION	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	24"	30"

3 SINGLE GRATE INTAKE SW-501

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MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: Aug 16, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

SHEET NAME: DETAILS

SHEET: C5.01

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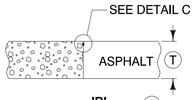
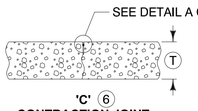
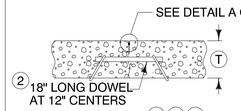


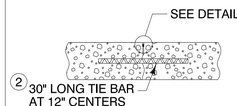
'B'
PLAIN JOINT
(ABUTTING DISSIMILAR PAVEMENT SLABS)



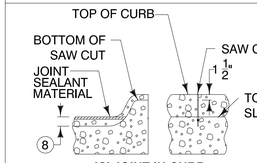
'C' (6)
CONTRACTION JOINT



'CD' (1) (4) (6)
DOWELED CONTRACTION JOINT

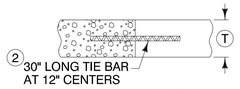


'CT' (4)
TIED CONTRACTION JOINT

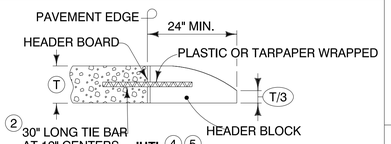


'C' JOINT IN CURB
(MATCH 'CT', 'CD', OR 'C' JOINT IN PAVEMENT.)

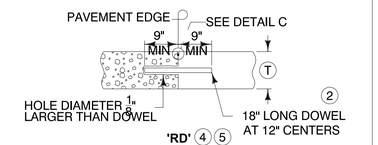
BAR SIZE TABLE		
(T)	DOWEL DIAMETER	TIE BAR SIZE
< 8"	3/4"	#6
≥ 8"	1 1/4"	#10



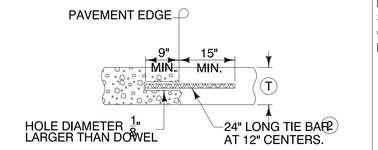
'DW' (3) (4) (7)
DAY'S WORK JOINT(NON-WORKING)



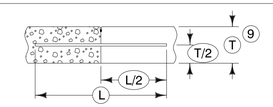
'HT' (4) (5)
HEADER JOINT
(END RIGID PAVEMENT)



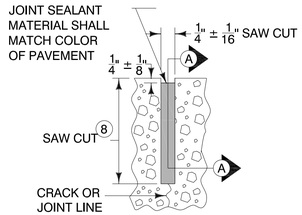
'RD' (4) (5)
ABUTTING PAVEMENT JOINT



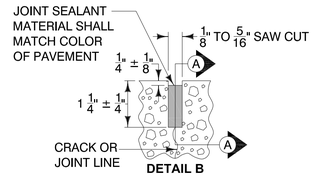
'RT' (4)
ABUTTING PAVEMENT JOINT
RIGID TIE



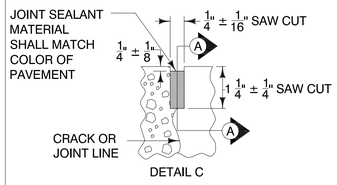
BAR PLACEMENT
(APPLIES TO ALL JOINTS UNLESS OTHERWISE DETAILED.)



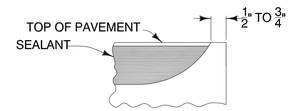
DETAIL A
(SAW CUT FORMED BY CONVENTIONAL CONCRETE SAWING EQUIPMENT.)



DETAIL B
(SAW CUT FORMED BY APPROVED EARLY CONCRETE SAWING EQUIPMENT.)



DETAIL C



SECTION A-A
(DETAIL AT EDGE OF PAVEMENT)

TRANSVERSE CONTRACTION JOINTS

NOTES:

1. PAVEMENT JOINT TYPES ARE DEPENDENT UPON POUR SEQUENCE.
2. JOINTS SHALL BE A MINIMUM OF 2' IN LENGTH AND HAVE AN ANGLE OF 70° OR MORE.
3. MAXIMUM JOINT SPACING IS AS FOLLOWS:
   TRANSVERSE = 15'
   LONGITUDINAL = 12.5'

(1) SEE DOWEL ASSEMBLIES FOR FABRICATION DETAILS.

(2) SEE BAR SIZE TABLE.

(3) LOCATE 'DW' JOINT AT A MID-PANEL LOCATION BETWEEN FUTURE 'C' OR 'CD' JOINTS. PLACE NO CLOSER THAN 5 FEET TO A 'C' OR 'CD' JOINT.

(4) PLACE BARS WITHIN THE LIMITS SHOWN UNDER DOWEL ASSEMBLIES.

(5) EDGE WITH 1/4 INCH TOOL FOR LENGTH OF JOINT INDICATED IF FORMED; EDGING NOT REQUIRED WHEN CUT WITH DIAMOND BLADE SAW. REMOVE HEADER BLOCK AND BOARD WHEN SECOND SLAB IS PLACED.

(6) UNLESS OTHERWISE SPECIFIED, USE 'CD' TRANSVERSE CONTRACTION JOINTS IN MAINLINE PAVEMENT WHEN (T) IS GREATER OR EQUAL TO 8 INCHES. USE 'C' JOINTS WHEN (T) IS LESS THAN 8 INCHES.

(7) 'RT' JOINT MAY BE USED IN LIEU OF 'DW' JOINT AT THE END OF THE DAYS WORK. REMOVE ANY PAVEMENT DAMAGED DUE TO THE DRILLING AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY.

(8) SAW 'CD' JOINT TO A DEPTH OF T/3 ± 1/4"; SAW 'C' JOINT TO A DEPTH OF T/4 ± 1/4".

(9) WHEN TYING INTO OLD PAVEMENT, (T) REPRESENTS THE DEPTH OF SOUND PCC.

(10) BAR SUPPORTS MAY BE NECESSARY FOR FIXED FORM PAVING TO ENSURE THE BAR REMAINS IN A HORIZONTAL POSITION IN THE PLASTIC CONCRETE.

(11) SAWING OR SEALING OF JOINT NOT REQUIRED.

(12) THE FOLLOWING JOINTS ARE INTERCHANGEABLE, SUBJECT TO THE POURING SEQUENCE:
   'BT-1', 'L-1', AND 'KT-1'
   'KT-2' AND 'L-2'
   'KT-3' AND 'L-3'

(13) SEALANT OR CLEANING NOT REQUIRED.

(14) EDGE WITH 1/4 INCH TOOL FOR LENGTH OF JOINT INDICATED IF FORMED; EDGING NOT REQUIRED WHEN CUT WITH DIAMOND BLADE SAW.

(15) SEE DOWEL ASSEMBLIES FOR FABRICATION DETAILS AND PLACEMENT LIMITS. COAT THE FREE END OF DOWEL BAR TO PREVENT BOND WITH PAVEMENT. AT INTAKE LOCATIONS, DOWEL BARS MAY BE CAST-IN-PLACE.

(16) PREDRILL OR PREFORM HOLES IN JOINT MATERIAL FOR APPROPRIATE DOWEL SIZE.

(17) COMPACT TIRE BUFFINGS BY SPADING WITH A SQUARE-NOSE SHOVEL.

Item 23.

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BISHOP CONSULTING ENGINEERS, P.C.
MECHANICAL AND PLUMBING
YOUNG PLUMBING HEATING & COOLING
ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:
Description Date No.

OWNER SIGN-OFF:
DATE NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053
DATE: Aug 16, 2021
SHEET SET: CONSTRUCTION DOCUMENTS
SHEET NAME: DETAILS
SHEET: C5.02

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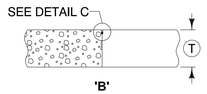
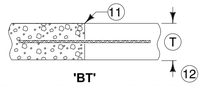
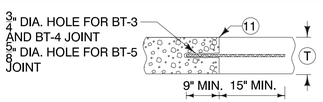


'B'
PLAIN JOINT
(ABUTTING DISSIMILAR PAVEMENT SLABS)



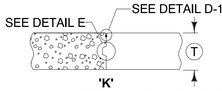
'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE

T	JOINT	BARS	BAR LENGTH AND SPACING
< 8"	'BT-1'	#4	36" LONG AT 30" CENTERS
≥ 8"	'BT-2'	#5	36" LONG AT 30" CENTERS

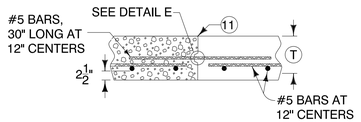


'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE (DRILLED)

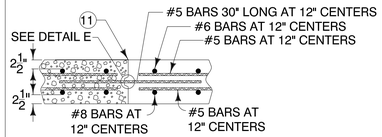
T	JOINT	BARS	BAR LENGTH AND SPACING
< 8"	'BT-5'	#4	24" LONG AT 30" CENTERS
≥ 8"	'BT-3'	#5	24" LONG AT 30" CENTERS
	'BT-4'		24" LONG AT 15" CENTERS



'K'
KEYED JOINT FOR ADJACENT SLABS
(WHERE T IS 8" OR MORE)

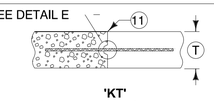


'KS-1'
[SINGLE REINFORCED PAVEMENT (BRIDGE APPROACH)]



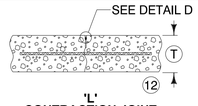
'KS-2'
[DOUBLE REINFORCED PAVEMENT (BRIDGE APPROACH)]

LONGITUDINAL CONTRACTION JOINTS



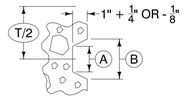
'KT'
ABUTTING PAVEMENT JOINT - KEYWAY TIE

T	JOINT	BARS	BAR LENGTH AND SPACING
< 8"	'KT-1'	#4	30" LONG AT 30" CENTERS
≥ 8"	'KT-2'	#5	30" LONG AT 30" CENTERS
	'KT-3'		30" LONG AT 15" CENTERS



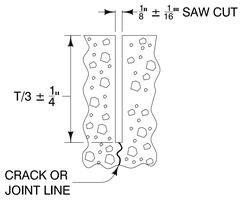
'L'
CONTRACTION JOINT

T	JOINT	BARS	BAR LENGTH AND SPACING
< 8"	'L-1'	#4	36" LONG AT 30" CENTERS
≥ 8"	'L-2'	#5	36" LONG AT 30" CENTERS
	'L-3'		36" LONG AT 15" CENTERS

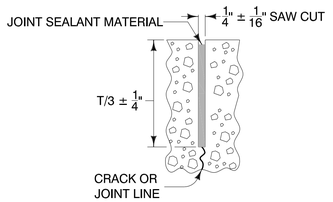


DETAIL E

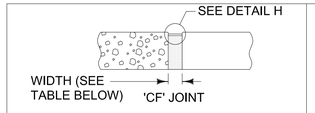
KEYWAY DIMENSIONS			
KEYWAY TYPE	PAVEMENT THICKNESS T	A	B
STANDARD	8" OR GREATER	1 3/4"	2 3/4"
NARROW	LESS THAN 8"	1"	2"



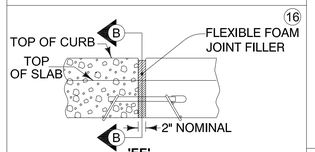
DETAIL D-1
(REQUIRED WHEN THE DEPARTMENT OF TRANSPORTATION IS THE CONTRACTING AUTHORITY, OR WHEN SPECIFIED IN THE CONTRACT DOCUMENTS.)



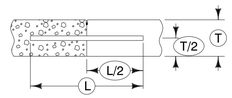
DETAIL D-2
(REQUIRED WHEN THE DEPARTMENT OF TRANSPORTATION IS THE CONTRACTING AUTHORITY, OR WHEN SPECIFIED IN THE CONTRACT DOCUMENTS.)



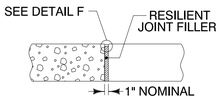
TYPE	WIDTH
CF-1	2"
CF-2	2 1/2"
CF-3	3"
CF-4	3 1/2"



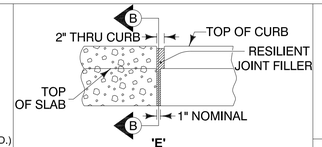
'EE'
JOINT IN CURB
(VIEW AT BACK OF CURB)



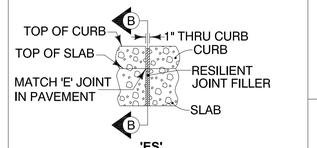
DOWEL PLACEMENT
(APPLIES TO ALL JOINTS UNLESS OTHERWISE DETAILED.)



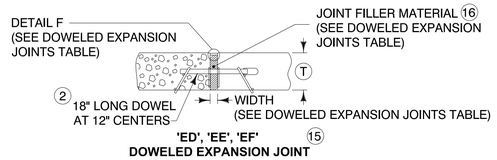
'E'
1" EXPANSION JOINT



'E'
JOINT IN CURB
(VIEW AT BACK OF CURB)

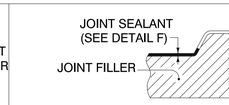


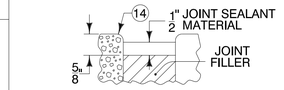
'ES'
JOINT IN CURB
(VIEW AT BACK OF CURB)



'ED', 'EE', 'EF' 15
DOWELED EXPANSION JOINT

EXPANSION JOINTS

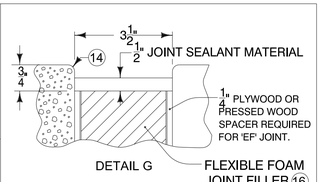




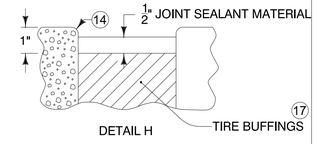
DETAIL F

DOWELED EXPANSION JOINTS		
TYPE	WIDTH	FILLER MATERIAL 16
ED	1"	RESILIENT (DETAIL F)
EE	2"	FLEXIBLE FOAM (DETAIL F)
EF	3 1/2"	FLEXIBLE FOAM (DETAIL G)

BAR SIZE TABLE			
T	< 8"	≥ 8" but < 10"	≥ 10"
DOWEL DIAMETER	3/4"	1 1/4"	1 1/2"



DETAIL G



DETAIL H

	Type			Method of Load Transfer				Thermal movement				Comments
Joint	Transverse	Longitudinal	Expansion	Aggregate Interlock	Key	Tie Bar	Dowel Bar	Doweled to allow movement	Tied to prevent movement	Expansion joint allows movement	Lack of reinforcing allows movement	
B	X	X									X	Used between dissimilar materials or when other joints are not suitable.
C	X			X							X	Transverse joint used when T < 8 in. May also be used on non-primary routes if AADIT < 200 vpd.
CD	X			X			X	X				Transverse joint used when T ≥ 8 in. Use C joint when joint length is 2 ft.
CT	X			X		X			X			Speciality tied contraction joint.
DW	X					X			X			Used by contractor as a stopping point.
HT	X					X			X			Used at the end of rigid pavement prior to placement of second slab.
RD	X						X	X				Joint between new and existing pavements, dowels are used.
RT	X					X			X			Joint between new and existing pavements, tie bars are used.
BT-1		X							X			Longitudinal joint used when T < 8 in, interchangeable with L-1 depending on paving sequence.
BT-2		X							X			Used when L-2 and the KT-2 are not possible, T ≥ 8 in.
BT-3		X							X			Joint used between new and existing pavements. Tie bars are used when T ≥ 8 in.
BT-4		X							X			Joint used between new and existing pavements. Tie bars are used when T ≥ 8 in.
BT-5		X							X			Joint used between new and existing pavements. Tie bars are used when T < 8 in.
K		X			X						X	T > 8 in. minimal usage.
KS		X			X				X			Used in reinforced pavements.
KT-1		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-1 depending on paving sequence.
KT-2		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-2 depending on paving sequence.
KT-3		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-3 depending on paving sequence.
L-1		X		X					X			Longitudinal Joint used when T < 8 in, interchangeable with BT-1.
L-2		X		X					X			Longitudinal joint used when T ≥ 8 in, interchangeable with KT-2 depending on paving sequence.
L-3		X		X					X			Longitudinal joint used with pavement of large width, interchangeable with KT-3 depending on paving sequence.
CF	X		X							X		4 in expansion joint.
E	X	X	X							X		1 in expansion joint.
E	X		X				X	X		X		1 in doweled expansion joint.
EE	X		X				X	X		X		2 in doweled expansion joint.
EF	X		X				X	X		X		4 in doweled expansion joint
ES			X							X		Used in curb to match expansion joint in pavement.

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BISHOP CONSULTING ENGINEERS, P.C.
MECHANICAL AND PLUMBING
YOUNG PLUMBING HEATING & COOLING
ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:
DATE NAME

MERCY HEALTH
BLUEBELL HEALTH PLAZA
OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053
DATE: Aug 16, 2021
SHEET SET: CONSTRUCTION DOCUMENTS
SHEET NAME: DETAILS
SHEET: C5.03

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Item 23.

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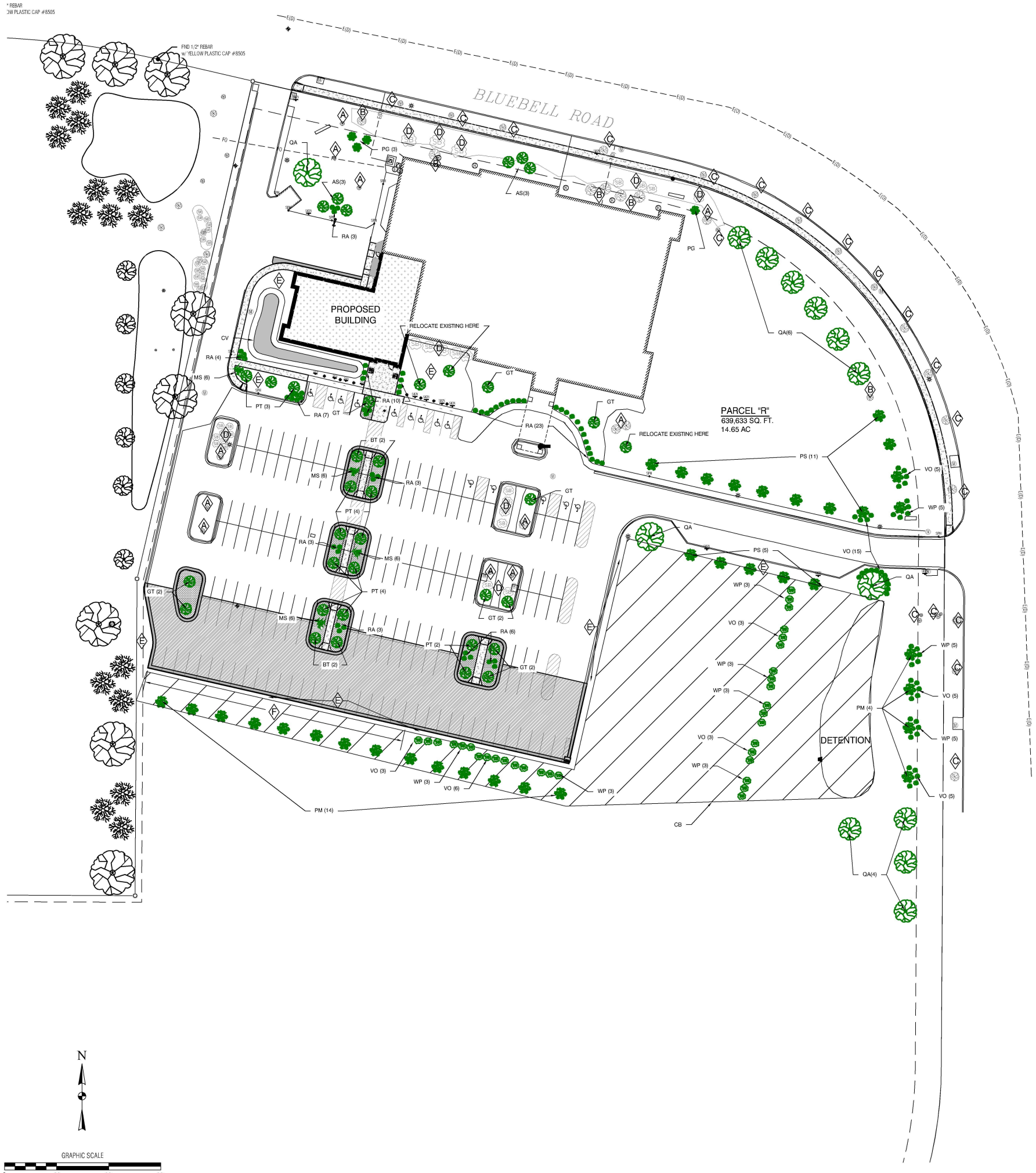


LANDSCAPE CONSTRUCTION NOTES:

A. EXISTING 3" CAL. TREE TO REMAIN. PROTECT DURING CONSTRUCTION.

B. EXISTING 4" CAL. TREE TO REMAIN. PROTECT DURING CONSTRUCTION.

C. EXISTING 2.5" CAL. TREE TO REMAIN. PROTECT DURING CONSTRUCTION.

D. EXISTING SHRUBS TO REMAIN. PROTECT DURING CONSTRUCTION.

E. INSTALL TYPE 1 LAWN SEED.

F. 3'+ BERM

OPEN SPACE REQUIREMENTS

DESCRIPTION	REQUIRED	PROVIDED
TOTAL DEVELOPED SITE AREA	-	638,154 S.F. (1-65 ACRES)
TOTAL DEVELOPED AREA MINUS LANDSCAPE SETBACKS		573,133 S.F. (13.15 ACRES)
OPEN SPACE	57,213 (10%)	434,249 S.F. (75.90%)
PAVED AREA	-	106,571 S.F. (16.7%)
BUILDING AREA	-	33,650 S.F. (5.40%)

LANDSCAPING POINTS

DESCRIPTION	REQUIRED		EXISTING	PROPOSED
STREET TREE PLANTING	1,312 x 0.75:	984	1,280	0
OPEN SPACE	573,133 x 0.02:	11,443	2,530	8,960
TOTAL POINTS		12,537	3,810	8,960

PARKING LOT LANDSCAPING

DESCRIPTION	REQUIRED	EXISTING	PROPOSED
PARKING AREAS	187 / 15 STALLS: 13 TREES	6	22

LANDSCAPE NOTES:

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BASING BID ACCORDINGLY.
2. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD BARK MULCH AROUND ALL TREES OUTSIDE OF PLANTING BEDS TO A DEPTH OF 2". WALNUT PRODUCTS ARE PROHIBITED.
3. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 260-2004, OR MOST RECENT EDITION.
4. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE ENGINEER.
5. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT,, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
6. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE ENGINEER FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
7. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
8. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
9. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, AND LANDSCAPE BEDS SHALL BE SODDED WITH KENTUCKY BLUE TURF GRASS AS APPROVED BY THE OWNER.

RESTORE PLANTING PLAN FROM ORIGINAL 2006

KEY	BOTANICAL NAME	COMMON NAME	POINTS	QTY.	SIZE
Trees					
MP	Malus "Prairifire'	Prairiefire Crabapple	540	6	6'-8'
BN	Betula Nigra 'Heritage'	Heritage Birch	100	1	8'-10'
MR	Malus 'Red Jewel'	Red Jewel Crabtree	240	3	6'-8'
CO	Celtis occidentallis 'Praire Pride'	Prairie Pride Hockberry	1120	14	2.5" Cal.
GT	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	360	4	3" Cal.
PG	Picea glauca	Black Hills Spruce	240	3	6'-8'
TR	Tilia x 'Redmond'	Redmond Linden	450	5	3" Cal.
UM	Ulmus Morton	Accolade Elm	500	5	4" Cal.
Shrubs					
RA	Rhus aromatice	Grow-Low Sumac	260	26	5 Gal.

EXISTING POINTS: 3,810

PROPOSED PLANTING PLAN

KEY	BOTANICAL NAME	COMMON NAME	POINTS	QTY.	SIZE
Overstory Deciduous Trees					
AS	Acer saccharum	Sugar Maple	540	6	3" Cal.
QA	Quercus alba	White Oak	1300	13	4" Cal.
GT	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	810	9	3" Cal.
PT	Populus tremuloides	Quaking Aspen	1040	13	2.5" Cal.
BT	Betula nigra	River Birch, multi-stemmed	360	4	8'
PM	Pseudotsuga menziesii	Douglas Fir	1620	18	8'
PG	Picea glauca	Black Hills Spruce	320	4	6'
PS	Pinus strobus	White Pine	1600	17	10'
Shrubs					
RA	Rhus aromatice	Grow-Low Sumac	590	62	5 gallon (12" tall)
WP	Bereris gladwydnesis "William Penn"	William Penn Barberry	330	33	5 gallon (12" tall)
VO	Viburnum opulus 'Compactum'	Compact European Cranberry Bush	450	45	5 gallon (12" tall)

PROPOSED POINTS: 8,960

Perennials and Grasses					
MS	Miscanthus sinensis 'Purpurascens'	Purple Flame Grass		24	1/2 gallon
CV	Carex Vulpinoidea	Fox Sedge		900	Plugs
CB	Carex Brevier	Plain Oval Sedge		47,390	S.F.

TOTAL POINTS: 12,770

INVISION
PLANNING | ARCHITECTURE | INTERIORS
501 Sycamore Street
Suite 101
Waterloo, IA 50703
319.233.8419
319.233.9772 Fax
www.invisionarch.com

CONSULTANT:
STRUCTURAL
BISHOP CONSULTING ENGINEERS, P.C.
MECHANICAL AND PLUMBING
YOUNG PLUMBING HEATING & COOLING
ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE NAME

MERCY HEALTH

BLUEBELL HEALTH PLAZA OBGYN ADDITION

226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: Aug 16, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

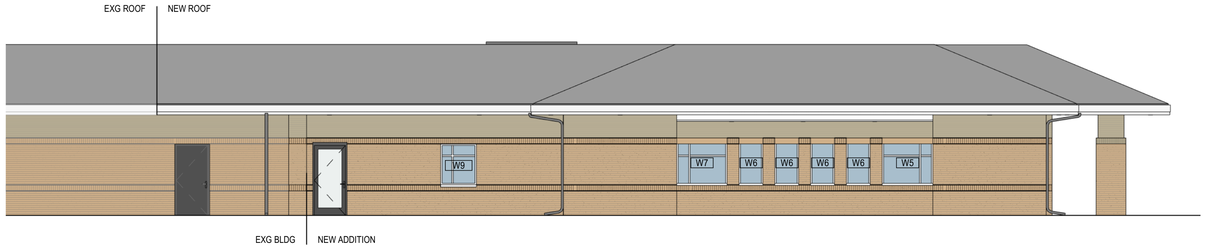
SHEET NAME: LANDSCAPE PLAN

SHEET: C4.00

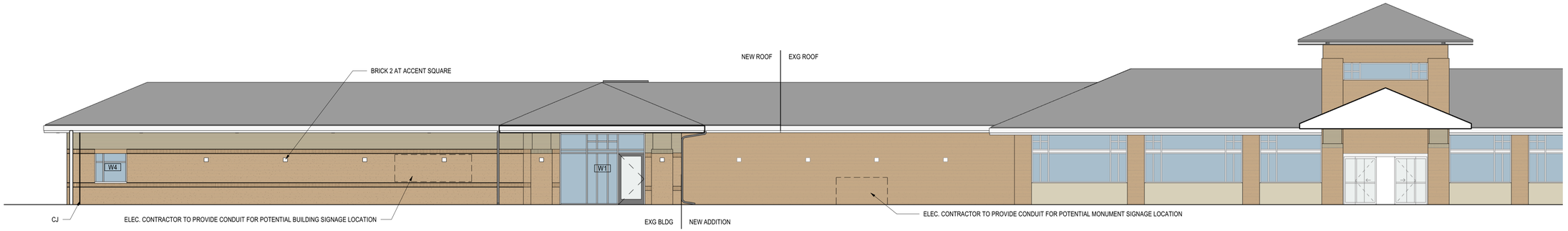
J:\15836\dwgs\Sheets\Plan Set\15836-C4.00 (Landscape).dwg - C4.00 - 08-19-21 - 4:08pm - jgather

GENERAL ELEVATION NOTES:

1. SEE ARCHITECTURAL FLOOR PLANS FOR WALL TYPES, WINDOW NUMBERS, DOOR NUMBERS, AND DIMENSIONS.
2. PLACEMENT OF WALL MOUNTED ITEMS (FIRE STROBE, DOOR OPERATOR BUTTON, WALL HYDRANTS, ETC) ARE DIMENSIONED TO CENTERLINE OF ITEM.
3. HATCHED AREA IS FOR REFERENCE ONLY.
4. ANY RETURNS OR BLIND ELEVATIONS NOT SHOWN SHALL BE SIMILAR IN MATERIAL AND MAKEUP TO ADJACENT CONDITIONS OR OTHER SIMILAR CONDITIONS.

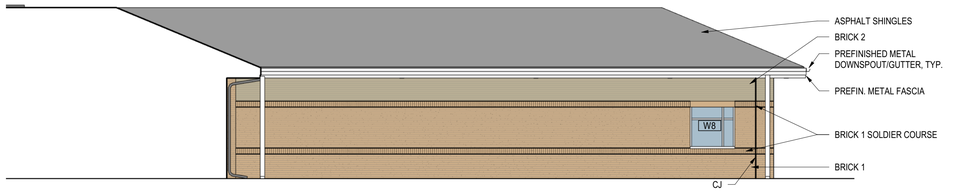


4 WEST ELEVATION
1/8" = 1'-0"

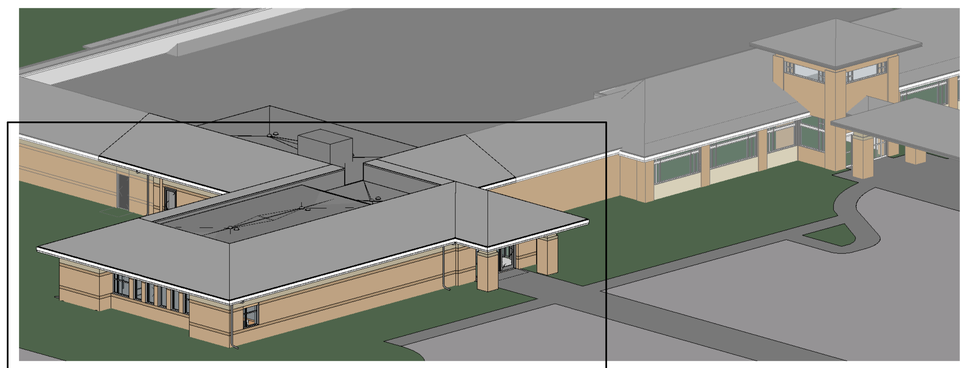


3 SOUTH ELEVATION
1/8" = 1'-0"

2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



THIS SHEET CONTAINS COLOR CONTENT - THIS SHEET MUST BE PRINTED IN COLOR TO VIEW CONTENT PROPERLY

INVISION
PLANNING | ARCHITECTURE | INTERIORS

501 Sycamore Street
Suite 101
Waterloo, IA 50703
319.233.8419
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CONSULTANT:
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ELECTRICAL
COMMUNITY ELECTRIC
SITE
CGA CONSULTANTS

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

MERCYONE
BLUEBELL HEALTH PLAZA OBGYN ADDITION
226 BLUEBELL RD
CEDAR FALLS, IA 50613

PROJECT NO: 21053

DATE: JULY 30, 2021

SHEET SET: CONSTRUCTION DOCUMENTS

SHEET NAME: EXTERIOR ELEVATIONS

SHEET: A2.01

Copyright © 2021

SHEET RESPONSIBILITY:HJH
8/19/2021 7:49:29 AM
BIM 360://21053_MercyOne_Bluebell_Health_Plaza/NEW_21053_MercyOne_Bluebell_Health_Plaza_R21.rvt

GRAPHIC SCALE
0 75' 150'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc
1523 S. Bell Ave. Suite 101
Ames, Iowa 50010
Ph 515-232-1784
www.cgaconsultants.com

DESIGNED: JMG DATE: 08/17/2021
DRAWN: JMG DATE: 08/17/2021
CHECKED: MMB DATE: 08/17/2021
APPROVED: MMB DATE: 08/17/2021

BLUEBELL HEALTH PLAZA OBGYN ADDITION
CEDAR FALLS, IOWA

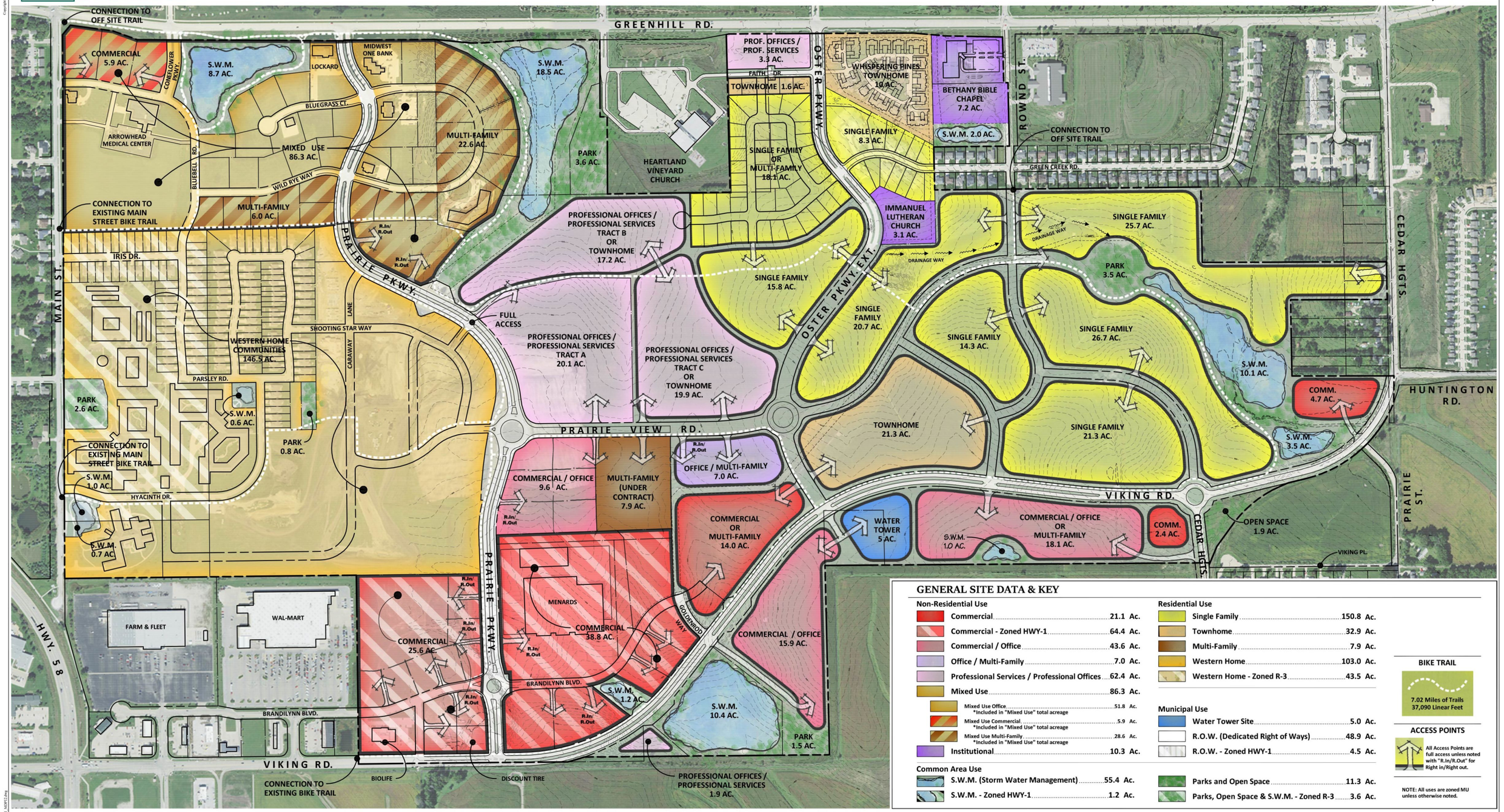
2021 MASTER PLAN EXHIBIT

PROJECT NO. 5836
SHEET NO. ####

J:\5836\dwgs\Exhibits\5836- Future Walk and Trail Exhibit.dwg - CGA Plan - 08-18-21 - 12:25pm - jgarber

PINNACLE PRAIRIE

Cedar Falls, Iowa



GENERAL SITE DATA & KEY

Non-Residential Use

Commercial	21.1 Ac.
Commercial - Zoned HWY-1	64.4 Ac.
Commercial / Office	43.6 Ac.
Office / Multi-Family	7.0 Ac.
Professional Services / Professional Offices	62.4 Ac.
Mixed Use	86.3 Ac.
Mixed Use Office *Included in "Mixed Use" total acreage	51.8 Ac.
Mixed Use Commercial *Included in "Mixed Use" total acreage	5.9 Ac.
Mixed Use Multi-Family *Included in "Mixed Use" total acreage	28.6 Ac.
Institutional	10.3 Ac.

Common Area Use

S.W.M. (Storm Water Management)	55.4 Ac.
S.W.M. - Zoned HWY-1	1.2 Ac.

Residential Use

Single Family	150.8 Ac.
Townhome	32.9 Ac.
Multi-Family	7.9 Ac.
Western Home	103.0 Ac.
Western Home - Zoned R-3	43.5 Ac.

Municipal Use

Water Tower Site	5.0 Ac.
R.O.W. (Dedicated Right of Ways)	48.9 Ac.
R.O.W. - Zoned HWY-1	4.5 Ac.
Parks and Open Space	11.3 Ac.
Parks, Open Space & S.W.M. - Zoned R-3	3.6 Ac.

BIKE TRAIL

7.02 Miles of Trails
37,090 Linear Feet

ACCESS POINTS

All Access Points are full access unless noted with "R.In/R.Out" for Right in/Right out.

NOTE: All uses are zoned MU unless otherwise noted.

North

Date: Apr. 9, 2015

Scale: 1" = 300'

150' 600' 1200'

0' 300' Graphic Scale

MASTER PLAN

Prepared For:

LOCKARD
4501 Prairie Parkway, Cedar Falls, IA 50613
(319) 277-8000

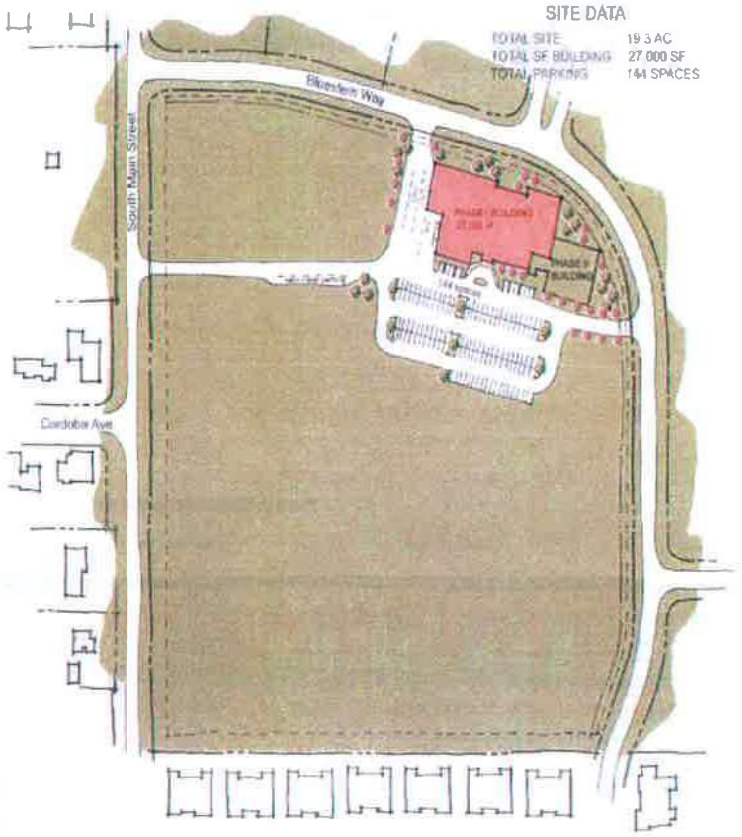
Oster Partners

Prepared By:

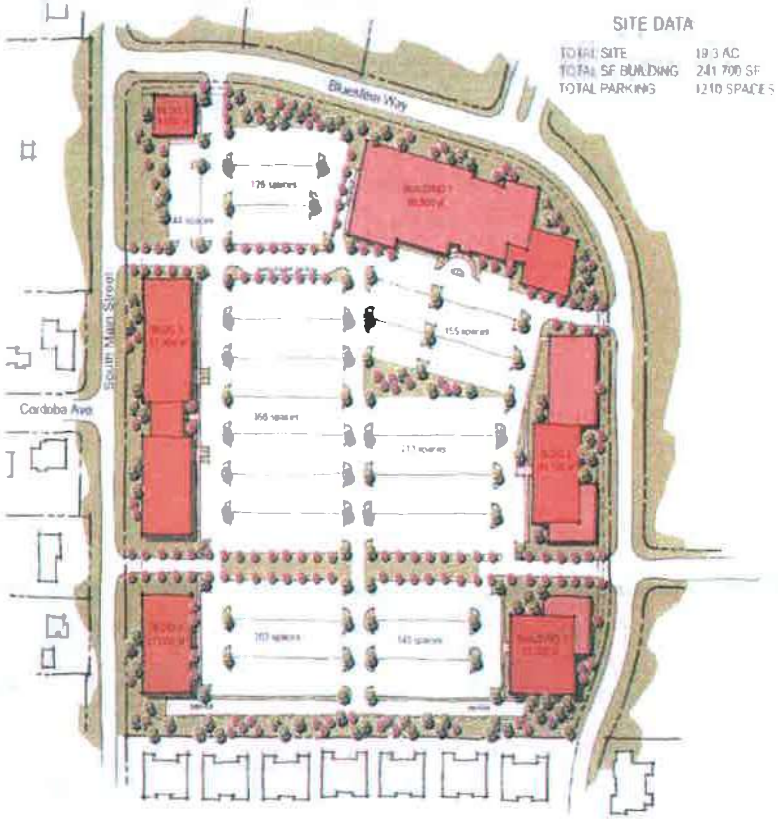
sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

126 S. Main Street
Oswego, IL 60543
p: 630 551-3
f: 630 551-3
schoppedesign

Copyright Schoppe Design Associates, Inc. 2014



PHASE 1



MASTER PLAN

Marshall Erdman
& Associates

PRELIMINARY
SITE PLAN

C.1

CEDAR FALLS IA

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jaydevsinh Atodaria (JD), City Planner I
Ben Claypool, PhD, EI, Civil Engineer II

DATE: August 27, 2021

SUBJECT: Lot 17 Green Acres Minor Subdivision Plat

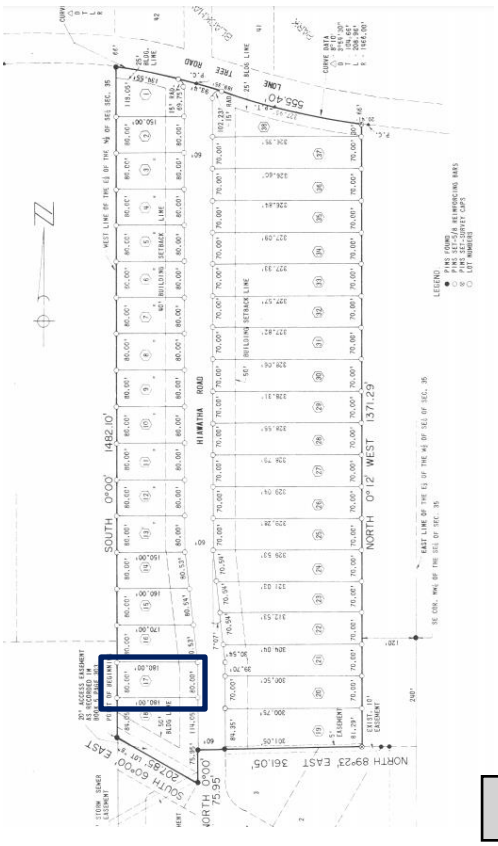
REQUEST: Request to approve the Lot 17 Green Acres Minor Subdivision Plat (Case # MP21-003)

PETITIONER: James and Pamela Smith, Owners

LOCATION: 2520 - 2522 Hiawatha Road

PROPOSAL

The property owner of the duplex addressed as 2520-2522 Hiawatha Road proposes to divide the property into two residential lots, which will convert the existing two-family unit into two single-unit bi-attached dwellings. A minor plat is required to split the original single lot into two lots. The parcel is in the R2 Zoning District.



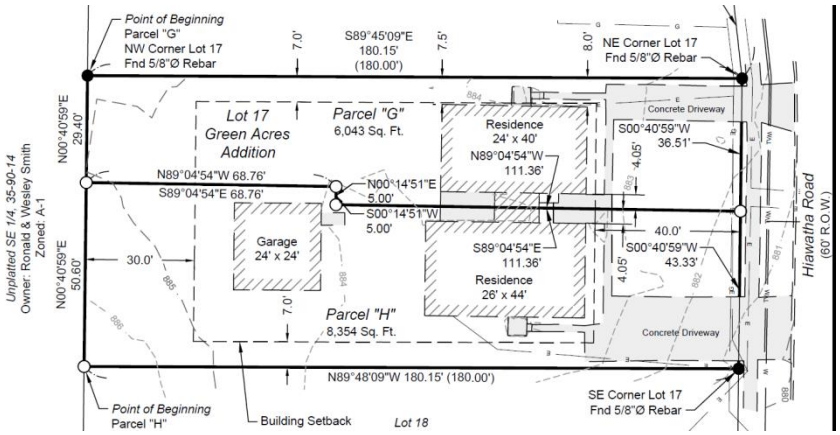
BACKGROUND

The parcel was created in the Green Acres Addition to Cedar Falls, Iowa in 1977. See above final plat that was approved for reference. The subject property is Lot 17 of the Green Acres Addition subdivision. Since the creation of the plat, there have been few changes in lot configurations in the subdivision.

ANALYSIS

2520-2522 Hiawatha Road property is located in the R-2 Residence Zoning District. One-unit bi-attached dwellings require a minimum area of 4,000 square feet and a minimum lot width of 35 feet. The existing lot is 80 x 180 feet or 14,400 square feet in area. The petitioner proposes a minor plat to create two lots: Parcel G (2522 Hiawatha Rd) will have a lot width of 36.51 feet and a depth of approximately 180 feet with an area of 6,043 square feet. Parcel H (2522 Hiawatha Rd) will have a lot width of 43.33 feet and a depth of approximately 180 feet with an area of 8,354 square feet.

The drawing to the right graphically depicts the lot split and building locations. The building setbacks in the R-2 district require a 25-foot front yard and a 30-feet rear yard area. The side yard areas are 20% of the width of the lot. But the final plat notes that the front yard setback on the subject property is 40 feet, which will be followed in this particular case. The proposed plat shows a 40-feet front yard setback, 30-feet rear yard setback and also shows 20% of the lot width as the side yard setback for both parcels “G” and “H”. The existing building will comply with the R-2 standards. See attached Minor Plat exhibit for more details.



The existing building at 2520-2522 Hiawatha Rd meets the setbacks within the R-2 Zoning District and the minor plat process to create two parcels will also comply with R-2 Zoning District guidelines. This building area is similar in size to other dwellings in the neighborhood. The area of both lots will be smaller than other house sizes in the neighborhood. Both lots meet all zoning ordinance requirements.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed minor plat. Water, electric, gas, and communications utility services are available to each side of the duplex. The duplex units are not currently served with natural gas although it is available per the service policies of CFU. City staff notes that the applicant will be submitting required signed and stamped drawings and legal paperwork as per the Minor Plat application checklist to staff, before City Council review.

The property is located outside the floodplain overlay district.

A courtesy mailing was sent to the neighboring property owners on August 04, 2021

STAFF RECOMMENDATION

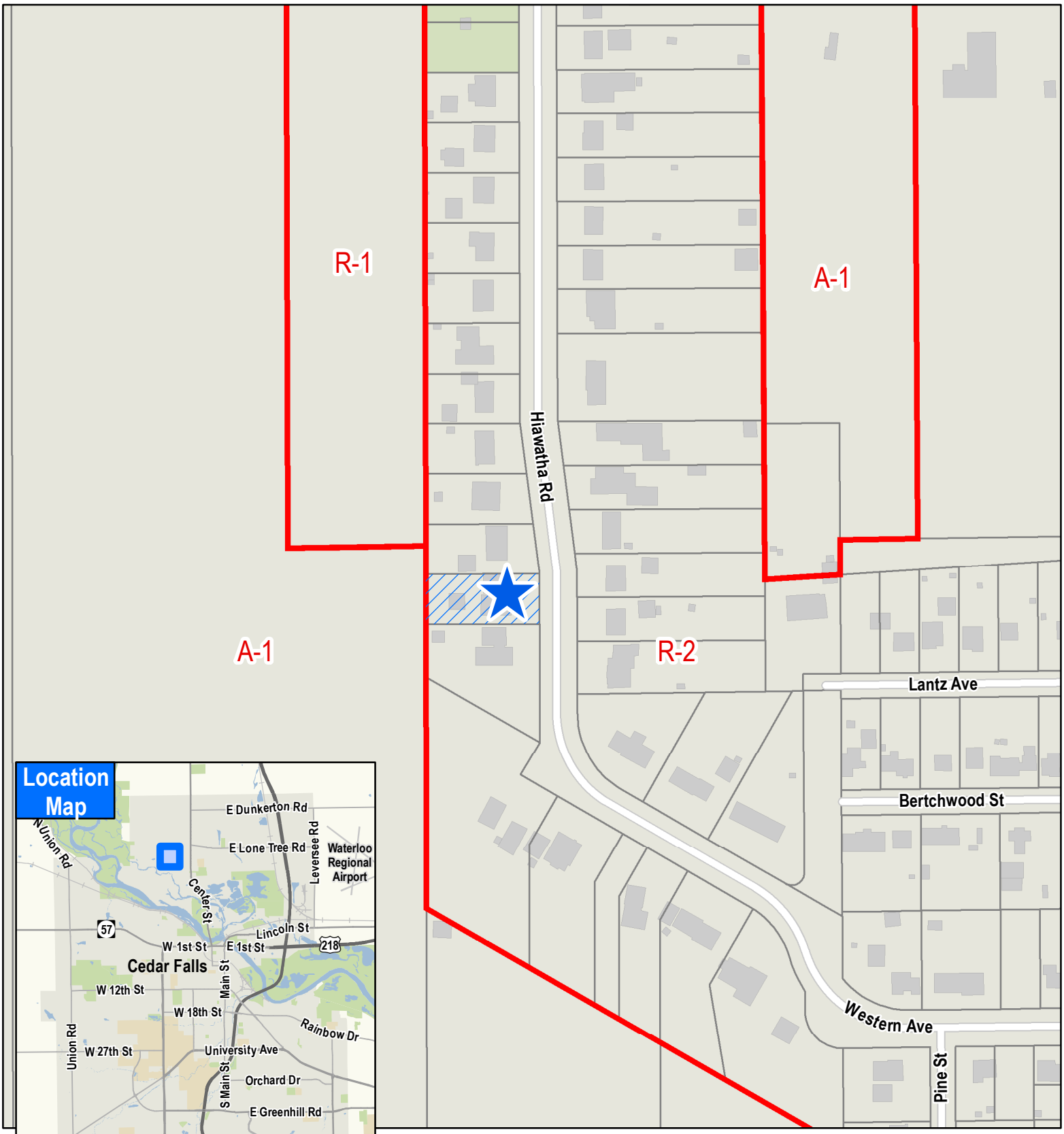
Planning and Zoning Commission recommends approval of the submitted minor plat Lot 17 Green Acres at their regular meeting on 11th August 2021 with a vote of 6 ayes and 0 nays. The Community and Development staff also recommends approval of the Minor Plat case #MP21-003 to create two lots at 250-2522 Hiawatha Road with the following stipulations:

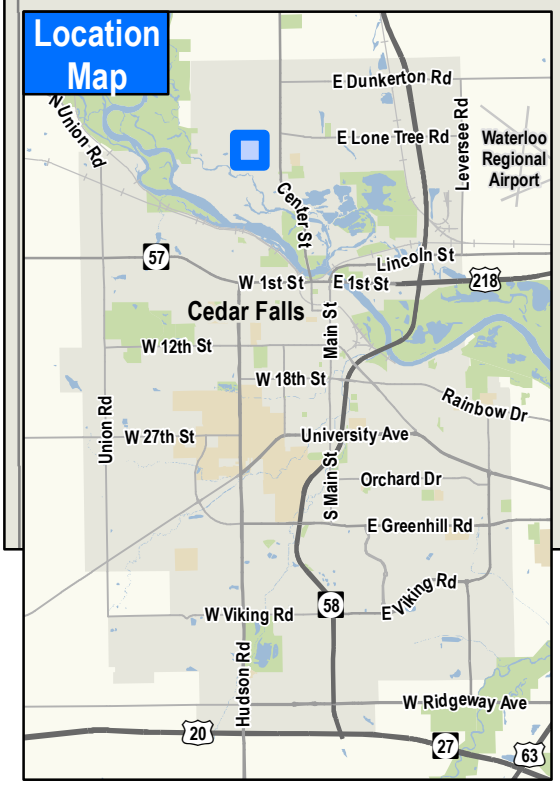
1. Any comments or directions specified by the Planning and Zoning Commission.
2. Conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion & Vote 8/11/2021	Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the applicant would like to divide the parcel into two lots. He explained that there is currently a two-unit dwelling on the lot and they would like to divide the parcel for two single-unit bi-attached dwellings. Staff recommends approval of the minor plat with adherence to any comments or directions from the Planning and Zoning Commission and conformance with all city staff recommendations and technical requirements. Randy Hashman, 2607 Hiawatha Road, asked for clarification on what will be on the property. Mr. Atodaria explained that the two units will be attached by one common wall. Mr. Hashman asked if they will be selling the property as condos, as he noticed the width is not very wide on each side. Ms. Howard stated that each unit will be on its own lot so that each lot could be sold separately. Mr. Holst stated that he feels that the project is straightforward and made a motion to approve the item. Ms. Saul seconded the motion. The motion was approved unanimously with 6 ayes (Holst, Larson, Leeper, Lynch, Saul, and Schrad), and 0 nays.

Cedar Falls Planning & Zoning Commission
August 11, 2021





CEDAR FALLS Iowa

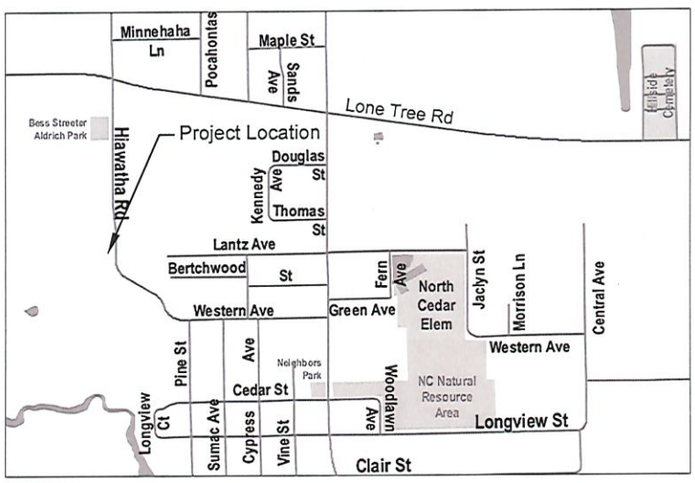
Lot 17 Green Acres Minor Subdivision Plat
2520-2522 Hiawatha Road

Plat of Survey
Lot 17 Green Acres
Minor Subdivision Plat
Cedar Falls, Iowa

Reserved for County Recorder's Use

Index Legend
Description: Lot 17, Green Acres Addition
Surveyor: Matthew Kofta, PLS 22561
Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: James D Smith & Pamela J Smith
Survey Requested by: James Smith

Vicinity Map
not to scale



This Plat or Subdivision has been reviewed by the City of Cedar Falls.

Signature of City of Cedar Falls Ordinance Administrator. Date

Owner / Subdivider:
James & Pamela Smith
813 Hwy 364 Rd Lot 1
Harpers Ferry, Iowa 52146

Current Zoning:
R-2 Residence District

Minor Plat Subdivision Legal Description:
Lot 17, Green Acres Addition, Cedar Falls, Iowa

Parcel "G" Legal Description:

That part of Lot 17, Green Acres Addition, Cedar Falls, Iowa described as follows:
Beginning at the Northwest Corner of said Lot 17; thence S89°45'09"E 180.15 feet along the North line to the Northeast corner of said Lot 17; thence S00°40'59"W 36.51 feet along the East line of said Lot 17; thence N89°04'54"W 111.36 feet; thence N00°14'51"E 5.00 feet; thence N89°04'54"W 68.76 feet to the West line of said Lot 17; thence N00°40'59"E 29.40 feet along the West line of said Lot 17 to the Point of Beginning, containing 6,043 square feet.

Parcel "H" Legal Description:

That part of Lot 17, Green Acres Addition, Cedar Falls, Iowa described as follows:
Beginning at the Southwest Corner of said Lot 17; thence N00°40'59"E 50.60 feet along the West line of said Lot 17; thence S89°04'54"E 68.76 feet; thence S00°14'51"W 5.00 feet; thence S89°04'54"E 111.36 feet to the East line of said Lot 17; thence S00°40'59"W 43.33 feet along the East line to the Southeast Corner of said Lot 17; thence N89°48'09"W 180.15 feet along the South line of said Lot 17 to the Point of Beginning, containing 8,354 square feet.

PROFESSIONAL LAND SURVEYOR
Matthew A. Kofta 22561
IOWA

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

Matthew A. Kofta, P.L.S. 8-17-21
License number 22561 Date
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 3

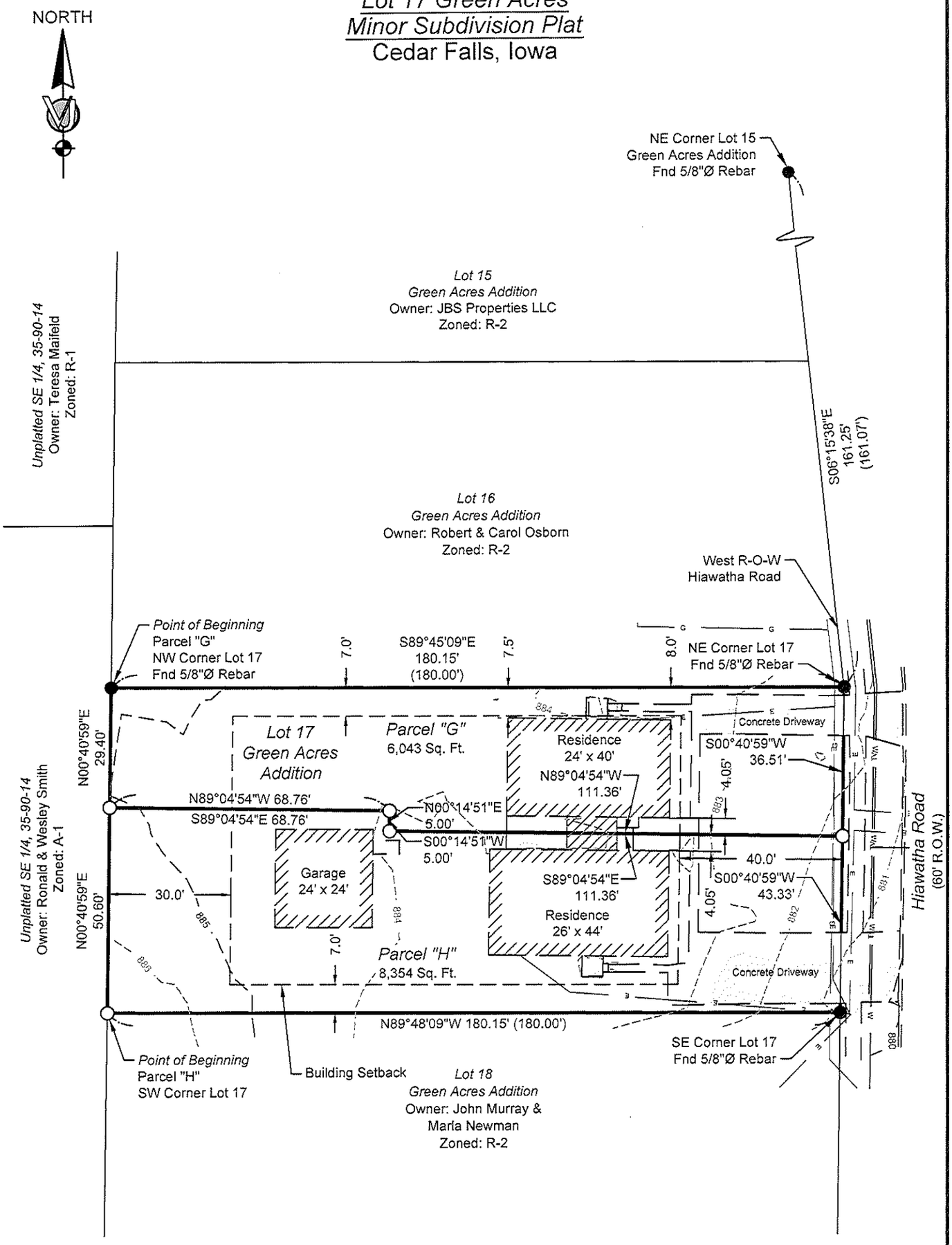
Notes:
1.) Bearings are based on the Iowa Regional Coordinate System, Zone 5, NAD 83 2011
2.) All dimensions are in US Survey feet and decimals thereof.
3.) The error of closure is better than 1:10,000
4.) Field Work Completed: 6/16/21
5.) Lot 17 Area: 14,397 sq. ft. (0.33 acres)
6.) Parcel "G" Area: 6,043 sq. ft.
7.) Parcel "H" Area: 8,354 sq. ft.

18050
384

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Lot 17 Green Acres Addition
Minor Subdivision Plat
Cedar Falls, Iowa

Plat of Survey
Lot 17 Green Acres
Minor Subdivision Plat
Cedar Falls, Iowa



Feature Legend

- ○ Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- ● Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

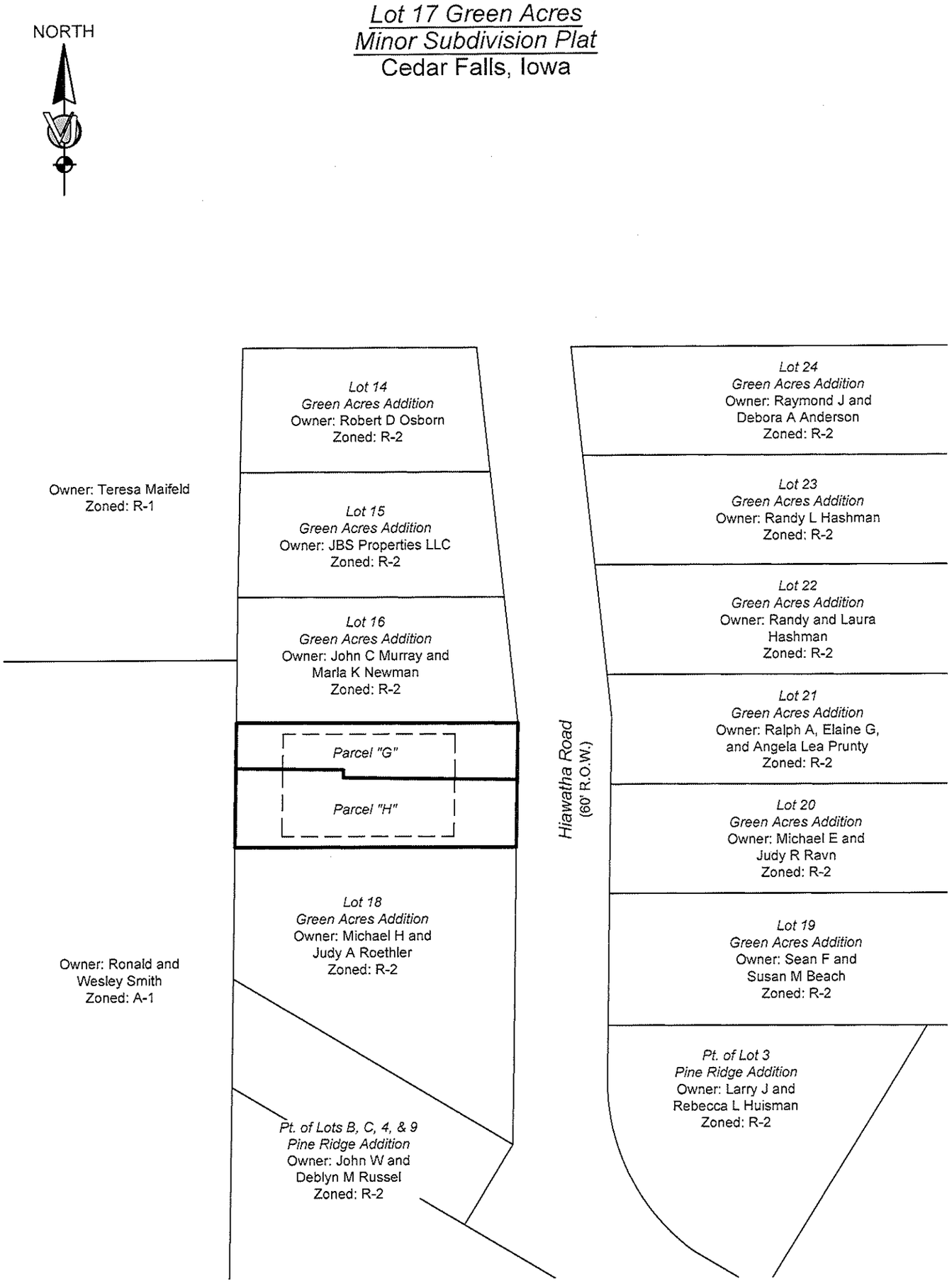
0 15 30 60

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa – 319-266-5829

Lot 17 Green Acres Addition
Minor Subdivision Plat
Cedar Falls, Iowa

Item 24.

Plat of Survey
Lot 17 Green Acres
Minor Subdivision Plat
Cedar Falls, Iowa



Feature Legend

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- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

0 40 80 160

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa – 319-266-5829

Lot 17 Green Acres Addition
Minor Subdivision Plat
Cedar Falls, Iowa

Prepared by Matthew A. Kofta, P. L.S., VJ Engineering, 1501 Technology Parkway, Cedar Falls, Iowa 50613

SURVEYOR'S CERTIFICATE

Lot 17 Green Acres Minor Subdivision Plat, Cedar Falls, Iowa

I certify that during the month of June, 2021, at the direction of James and Pam Smith, a survey was made, under my supervision, of the tract of land to be known as "**Parcel "G" and Parcel "H"",** as shown on the attached plat, and the boundary of which is more particularly described as follows:

Parcel "G" Legal Description:

That part of Lot 17, Green Acres Addition, Cedar Falls, Iowa described as follows: Beginning at the Northwest Corner of said Lot 17; thence S89°45'09"E 180.15 feet along the North line to the Northeast corner of said Lot 17; thence S00°40'59"W 36.51 feet along the East line of said Lot 17; thence N89°04'54"W 111.36 feet; thence N00°14'51"E 5.00 feet; thence N89°04'54"W 68.76 feet to the West line of said Lot 17; thence N00°40'59"E 29.40 feet along the West line of said Lot 17 to the Point of Beginning, containing 6,043 square feet.

Parcel "H" Legal Description:

That part of Lot 17, Green Acres Addition, Cedar Falls, Iowa described as follows: Beginning at the Southwest Corner of said Lot 17; thence N00°40'59"E 50.60 feet along the West line of said Lot 17; thence S89°04'54"E 68.76 feet; thence S00°14'51"W 5.00 feet; thence S89°04'54"E 111.36 feet to the East line of said Lot 17; thence S00°40'59"W 43.33 feet along the East line to the Southeast Corner of said Lot 17; thence N89°48'09"W 180.15 feet along the South line of said Lot 17 to the Point of Beginning, containing 8,354 square feet.

I further certify that the Plat as shown is a correct representation of the survey and all corners will be marked as indicated.

Matthew A. Kofta, P.L.S.
Iowa License No. 22561

8·17·21
Date

AFFIDAVIT OF OWNERSHIP

TO: Cedar Falls Planning and Zoning Commission
Cedar Falls City Hall
220 Clay Street
Cedar Falls, Iowa 50613

To the Commission:

We, **James D. Smith and Pamela J. Smith**, do hereby certify that we are the legal titleholders of the real estate legally described as follows:

Lot 17, Green Acres Addition, Cedar Falls, Iowa.

Said property was acquired by Deed of Trust dated May 26, 2010, and filed as Document 2010-00022483 on June 1, 2010.

James D. Smith

Pamela J. Smith

STATE OF IOWA)
)ss
COUNTY OF Allamakee)

On this 26th day of July, 2021, before me, a Notary Public in and for the said State, personally appeared James D. Smith and Pamela J. Smith, to me personally known, who being by me duly sworn did say that the execution of said instrument to be his voluntary act and deed.

NOTARIAL SEAL IOWA
SHERIE L. MATHIS
Commission Number 821101
My Commission Expires
11/6/2022

Sherie L Mathis
Notary Public – State of Iowa

My Commission Expires 11/6/2022

DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 27, 2021

SUBJECT: Seal Coat 2021 Project
Project No. SC-000-3272
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 Blacktop Service Company for the construction of the Seal Coat 2021 Project.

The Department of Public Works recommends approving and executing the contract with Blacktop Service Company for the construction of the Seal Coat 2021 Project. This project involves seal coating 13 street sections, covering 29,018 S.Y.; and 24,391 S.Y. at multiple single lane drives within 3 cemeteries and 7 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Blacktop Service Co. of Humboldt, 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 the: SEAL COAT - 2021 project, Project No. SC-000-3272, 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 15th day of July 2021, 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. SC-000-3272 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

a. Resolution of Necessity
b. Resolution ordering construction of the improvement
c. Plans
d. Notice of Public Hearing on Plans & Specifications
e. Notice to Bidders
f. Instructions to Bidders
g. Supplemental Conditions
h. General Conditions
i. Project Specifications
j. Form of Proposal
k. Performance Bond
l. Form of Contract
m. Non-Collusion Affidavit of Prime Bidder

n. Bidder Status Form

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

Contractor Keith Gibson, Controller

CITY OF CEDAR FALLS, IOWA

By_____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2021 Seal Coat Project
Paving / Pavers / Storm Sewer
Project SC-000-3272

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.

Project No. SC-000-3272

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Title

SURETY:

_____
Surety Company

By: _____
Signature Attorney-in-Fact Officer

_____
Printed Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

FORM APPROVED BY:

_____
Attorney for Owner

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.

Performance, Payment, and Maintenance Bond

SURETY BOND NO. IAC591930

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---One Hundred Sixty One Thousand Nine Hundred Eighty Eight and 49/100 Dollars--- ($ ---161,988.49---), 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 _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2021 Seal Coat Project
Paving / Pavers / Storm Sewer
Project SC-000-3272

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.

Project No. SC-000-3272

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

Not Required
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Blacktop Service Company
Contractor

By: _____
Signature

Contracts
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

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.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R. Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 5th day of March , 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , **2021** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2021

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 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Blacktop Service Company P.O. Box 632 Humboldt, IA 50548	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: UNION INS CO — 25844 INSURER B: CONTINENTAL WESTERN INS CO — 10804 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 63008434** **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPA3263238	07/01/21	07/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA3263238	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CPA3263238	07/01/21	07/01/22	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA3263347	07/01/21	07/01/22	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Contractors Equipment			CPA3263238	07/01/21	07/01/22	Owned Equipment	PerSchedule

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

RE: 2021 Seal Coat Project Project No. SC-000-3272
Additional Insured (CGL): City of Cedar Falls, as required by written contract with the insured, per policy terms and conditions.
Governmental Immunities Endorsement applies.
Waiver of Subrogation (CGL) when required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Cedar Falls
220 Clay Street
Cedar Falls , IA 50613-2783
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven J. Pickett

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COMMERCIAL GENERAL LIABILITY
CL CG 00 59 06 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Property Damage to Borrowed Equipment and Tools	$15,000
B.	Construction Project General Aggregate Limit	Included
C.	Limited Job Site Pollution	$100,000
D.	Contractual Liability - Railroads	Included
E.	Extended Property Damage	$25,000 Per Occurrence/ Annual Aggregate
F.	Extension of Coverage to Co-Employee	Included

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability** - Paragraph **2.j.** is amended as follows:

   Paragraphs **2.j.(3)** and **2.j.(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under **A.1.** of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

   The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. **Deductible**

   In regards to coverage provided under **A.1.** of this endorsement only, the following apply:

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

   b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

   c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

   a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:

a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. The provisions of **Section III - Limits of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. LIMITED JOB SITE POLLUTION

1. Exclusion **f.** under **Section I - Coverages - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph **(b)** does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(2) Any loss, cost or expense arising out of any:

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(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. The "Each Occurrence Limit" shown in the Declarations does not apply.

b. Paragraph **7.** Of **Section III - Limits of Insurance** does not apply.

c. Paragraph **1.** of **Section III - Limits of Insurance** is replaced by the following:

The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

d. The following are added to **Section III - Limits of Insurance:**

(1) Subject to paragraph **2.** or **3.**, whichever applies, the most we will pay for the sum of:

(a) Damages under **Coverage A;** and

(b) Medical expenses under **Coverage C, if Coverage C - Medical Payments** is not otherwise excluded from this policy and subject to the Medical Expense Limit shown in the policy;

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is $100,000.

D. CONTRACTUAL LIABILITY- RAILROADS

For the purposes of the coverage provided under this endorsement, **Section V - Definitions** is amended as follows:

Definition 9. Insured Contract is amended as follows:

1. Paragraph **9.c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

2. Paragraph **9.f.(1)** is deleted in its entirety.

E. EXTENDED PROPERTY DAMAGE

The following is added to **Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability:**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

a. Personal property of others while in the care, custody and control of the insured; or

b. That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

For the purposes of the coverage provided by the Extended Property Damage only, Exclusions **j.(4), j.(5)** and **j.(6)** are deleted in their entirety.

2. The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.

3. The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".

4. A deductible of $500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.

5. For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to **Section V - Definitions:**

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a. "Collapse hazard" includes structural property damage and any resulting "property damage" to any property at any time.

b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

F. EXTENSION OF COVERAGE TO CO-EMPLOYEE

Section II - Who is an Insured, paragraph **2.1.(1)** is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury";

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services.

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COMMERCIAL GENERAL LIABILITY
CLCG04921018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	 $3,000 $1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

   a. The written contract or written agreement is:

      (1) Currently in effect or becoming effective during the term of this policy; and

      (2) Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(i) Your acts or omissions; or

(ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(i) "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:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) 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

(1.2) 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.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

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you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

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(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

   a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

      (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

      (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

   b. The insurance afforded to such additional insured only applies to the extent permitted by law.

   c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) A manager, if you are a limited liability company; or

   (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

   To the extent possible, notice should include:

   (i) How, when and where the "occurrence" or offense took place;

   (ii) The names and addresses of any injured persons and witnesses; and

   (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

   6. Subject to Paragraph **5.** above, the greater of:

   a. $300,000; or

   b. The Damage To Premises Rented To You Limit shown in the Declarations,

   is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

   This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

   (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

   "Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

a. Majority interest of more than 50% if you are a corporation;

b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

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c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

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person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" 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 or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Form of Proposal
Seal Coat - 2021
Project No. SC-000-3272
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Blacktop Service Co. 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 SEAL COAT - 2021 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, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	30,417	0.40	12,166.80
2	Seal Coat, Streets	S.Y.	29,018	2.23	64,710.14
3	Seal Coat, Cemeteries & Parks	S.Y.	24,391	2.28	55,611.48
4	Pavement Markings, Painted	STA.	31.20	61.06	1,905.07
5	Pavement Markings, Handicapped Symbols	EA.	4.00	23.75	95.00
6	Mobilization	L.S.	1.00	20,000.00	20,000.00
7	Traffic Control	L.S.	1.00	7,500.00	7,500.00
				Total Bid	# 161,988.49

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru seven (7). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Proposal of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the Bid opening thereof, or any time thereafter before this proposal 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", as issued.

Bid Security in the sum of 10 Per Cent of Total 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	July 26, 2021
Addendum No.		Date	
Addendum No.		Date	

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of Bidder:

Blacktop Service Company
P.O. Box #632
100 Industrial Avenue
Official Address:
Humboldt, IA 50548

Mark J. Steffes
By:
Authorized Agent
Title:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Project No. SC-000-3272

STATE OF Iowa
COUNTY OF Black Hawk ss

Mark J. Steffes, being first duly sworn, deposes and says that:

(1) We are Authorized Agent of Blacktop Service Company, the Bidder that has submitted the attached bid:
(owner, partner, officer, representative, or agent)

(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.

KAREN STEFFES
COMMISSION NO. 771471
MY COMMISSION EXPIRES
2-1-2024

Mark J. Steffes
Signed
Authorized Agent
Title

Subscribed and sworn to before me

this 8 day of August, 2021

Karen Steffes

Title

My Commission expires 2-1-2024

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.

309-6001 02-14

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

- [X] 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).*
- [X] Yes [ ] No — My company has an office to transact business in Iowa.
- [X] Yes [ ] No — My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- [X] 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.
- [X] 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: ___/___/1999 to 9/19/20 Address: 16 N. Taft
City, State, Zip: Humboldt, IA 50548

Dates: 9/19/20 to ___/present Address: 100 Industrial Ave
City, State, Zip: Humboldt, IA 50548

Dates: ___/___/2012 to ___/present Address: 4216 Daina Drive
City, State, Zip: Cedar Falls, IA 50613

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: Blacktop Service Company

Signature: Mark J. Steffes Date: 8-8-2021

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

DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 30, 2021

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Wild Horse Ridge

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Wild Horse Ridge and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer

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

STORM WATER FACILITY MAINTENANCE AND REPAIR AGREEMENT

This Storm Water Facility Maintenance and Repair Agreement (hereinafter "Agreement") is made and entered into by and between Midwest Development Co. an Iowa Corporation, (hereinafter "Owner"), Wild Horse Ridge Homeowners Association, an Iowa non-profit company (hereinafter "WHRHOA"), and the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City"), on the _____ day of _____, 2021.

WHEREAS, Owner owns land in the City of Cedar Falls, Iowa, legally described and as shown by plat in Exhibits A and B attached, that has been developed or will be developed by Owner (hereinafter the "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan for the Benefited Property as required by Section 24-339 of the Cedar Falls Code of Ordinances has been submitted to and approved by the City (hereinafter the "Plan"); and

WHEREAS, said Plan includes the use of storm water management facilities located outside of and away from the Benefited Property; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the Cedar Falls Code of Ordinances is required; and

WHEREAS, WHRHOA owns the remote storm water management facility that will be used as part of said Plan, which facility is described as Tract "A", Designated Drainage Easement, in Exhibit "C" attached (hereinafter the "Facility"); and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from use of the Facility; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Storm water from all of the Benefited Property as shown on the final plat in Exhibits A and B flows to the Facility.

2. Owner has inspected the Facility during calendar year 2020 and has determined that the Plan approved by the City will not cause water levels at the Facility to exceed the 500 Year Storm Elevation, which is currently 947.5 feet, 3.5 feet below the minimum allowable residential basement floor elevation for all existing and future residential properties adjacent to the Facility.

3. Owner has determined that the Plan approved by the City will not cause erosion leading to the accumulation of sediment within the Facility.

4. City and Owner have each determined that the Facility, in its present condition, does not currently require any repair or maintenance to fulfill its purpose as contemplated in the Plan and the Facility has sufficient capacity to handle the storm water generated by the Benefitted Property as contemplated in the Plan.

5. WHRHOA, in reliance upon the determinations made by the City and Owner as set forth in paragraph 2, 3 and 4 above and Owner's promises in paragraphs 6 and 7 below, acknowledges and agrees to such use of the Facility by the owner(s) of the Benefited Property.

6. If storm water generated by the Benefitted Property causes water levels at the Facility associated with a 500 year frequency storm to reach levels that exceed the 500 Year Storm Elevation (currently 947.5 feet), Owner shall be responsible for all costs associated with any and all remediation required to prevent water levels from reaching levels that exceed the 500 Year Storm Elevation (currently 947.5 feet).

7. Owner represents that Owner has plans for erosion control in place that will prevent sediment caused by erosion arising out of Owner's development of the Benefitted Property from entering the Facility. If erosion arising out of construction activity on the Benefitted Property causes the accumulation of sediment within the Facility, Owner shall be responsible for all costs associated with any and all remediation

required to remove the sediment. Owner shall not be responsible for the cost of remediating sediment entering the Facility from the farm land to the west of the Facility.

8. WHRHOA agrees to continue to allow the Facility to be used for storm water detention provided such detention complies in all respects with the Plan approved by the City, including the requirement that such detention will not cause water levels at the Facility to reach levels that exceed the 500 Year Storm Elevation (currently 947.5 feet) and will not cause sediment to accumulate within the Facility.

9. Any change to the composition of or surface area or location of the Facility must be approved in advance by the City. This restriction shall not require pre-approval of WHROA's removal of sediment or silt in order to increase the depth of the Facility for aesthetic or recreational purposes.

10. WHRHOA shall not restrict the flow of water or make changes to the Facility restricting the flow of water to and from the Facility provided the storm water detention generated by the Benefitted Properties complies in all respects with the Plan approved by the City, including the requirement that such detention will not cause water levels at the Facility to reach levels that exceed the 500 Year Storm Elevation (currently 947.5 feet) and will not cause sediment to accumulate within the Facility.

11. WHRHOA shall be responsible for any inspection, operation, maintenance and repair of the Facility necessary for the Facility to comply with the Plan except Owner shall be responsible for repairs and maintenance made necessary by Owner's failure to comply with this Agreement or the Plan.

a) WHRHOA agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facility attached as Exhibit D and incorporated herein by this reference.

b) WHRHOA agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facility as attached as Exhibit E and incorporated herein by this reference. The parties hereby confirm their agreement that the maintenance responsibilities assumed by WHRHOA in this Agreement do not include any obligation to maintain any specified depth levels for the Facility. The parties also confirm their agreement that the maintenance responsibilities assumed by WHRHOA in this Agreement do not include any obligation to undertake maintenance deemed necessary or appropriate solely for recreational purposes or aesthetic reasons. Maintenance of the Facility for recreational purposes or aesthetic reasons is outside the scope of this Agreement and left entirely to the discretion of WHRHOA. WHRHOA shall be responsible for addressing any increase in sediment in the facility due to any recreational or aesthetic purposes undertaken by WHRHOA.

12. WHROA shall maintain records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facility or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the WHRHOA's responsibility to inspect, maintain and repair the Facility.

13. The Plan approved by the City shall not be changed, altered or amended in conjunction with future development of the Benefitted Property without the prior written approval of WHROA. Owner shall provide WHROA with a copy of its plans for erosion control and storm water management for each phase of its future development of the Benefitted Property in advance of submitting such plans to the City for approval. In conjunction with and as a condition of the City's approval of any and all future development of the Benefitted Property, City shall require that Owner demonstrate that its future development of the Benefitted Property complies with the Plan and this Agreement. In conjunction with and as a condition of the City's approval of the development of the Benefitted Property, Owner, and not WHRHOA, shall be responsible for the cost of constructing any spillways, drainage ways, culverts or other infrastructure necessary to allow for the flow of storm water from the Benefitted Property to the Facility. Said construction shall be completed in a manner that complies with City erosion and sediment control requirements, including compliance with a City approved Stormwater Pollution Prevention Plan (SWPPP), and that causes storm water to flow in accordance with the Plan. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City which shall be conditioned upon Owner establishing that the additional storm water management facilities will not contradict the Plan or adversely impact the Facility, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to the owner of such additional storm water management facilities.

14. If WHRHOA fails or refuses to meet the inspection, maintenance or repair requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance in the Facility by performing or causing to be performed all necessary work to place the Facility in proper working condition. If the Facility in violation or non-compliance is not a danger to public safety or public health, WHRHOA and Owner shall be provided with reasonable notice to correct the violation or non-compliance in a timely manner. In the event that the Facility becomes a danger to public safety or public health, the City shall notify WHRHOA and Owner in writing that upon receipt of the notice, WHRHOA and/or Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facility in

violation or non-compliance. If the violation or non-compliance has not been corrected by WHRHOA and/or Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facility in proper working condition, the City may assess, jointly and severally, the cost of the work to WHRHOA and the Owner and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facility and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes. The notice to the Owner and to the future owners of the Benefited Property required herein prior to the assessment of costs shall be provided to the Owner and to the future owners of the Benefited Property to the name(s) and address(es) as shown in the real estate records of Black Hawk County, Iowa, as of the date of such notice. The notice to the WHRHOA required herein shall be provided to the name and address set forth in Paragraph seven (7) below. All notices are subject to Paragraph seven (7) below. Owner hereby agrees to the notice provisions contained in this Agreement. These provisions shall be of no further affect to the Owner in the event that Owner does not own any portion of the Benefited Property at the time of any such notice.

15. For purposes of this Agreement, any notices required shall be in writing and shall be deemed to have been given when received, delivered by U.S. registered or certified mail, postage prepaid, return receipt requested, or nationally recognized overnight delivery service, to the other party to be notified, as specified.

Notice to the City: David Wicke
City Engineer, City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Notice to the Owner: Midwest Development Co. 417 First Ave., SE Cedar Rapids, IA 52401 Attn: Hunter Skogman and Midwest Development Co., 2922 Arbors Drive, Cedar Falls, IA 50613 Attn: Kevin Fittro

Notice to WHRHOA: Wild Horse Ridge Home Owner's Association at the address of its registered agent for service of process on file with the Iowa Secretary of State

Notice to future owner: The owner(s) shown in the property records of Black Hawk County, Iowa as of the date of notice.

16. WHRHOA agrees to utilize the forms attached hereto as Exhibit F with regard to inspection, maintenance and repair of the Facility.

17. A single set of inspection, maintenance and repair records is sufficient for the Facility, regardless of the number of Maintenance and Repair Agreements that are associated with the Facility.

18. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner and WHRHOA accept the duties and responsibilities set forth herein which shall be covenants running with the land, and agree that the same shall be binding upon and inure to the benefit of Owner and WHRHOA, and to Owner's and WHRHOA's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the Owner, WHRHOA and the City have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

Midwest Development Co., Owner

By: _____
Kevin Fittro, Vice President

State of Iowa)

County of Black Hawk)

This instrument was acknowledged before me on the 21st day of June, 2021, by Kevin Fittro as Vice President of Midwest Development Co.

MARY ANN MILLER
Commission Number 196329
My Commission Expires
May 11, 2022

_____
Notary Public in and for the State of Iowa

Wild Horse Ridge Homeowners Association, WHRHOA

By: _____
Ryan Cawelti
Its: President

State of Iowa)

County of Black Hawk)

This instrument was acknowledged before me on the 17th day of June, 2021, by Ryan Cawelti as President of Wild Horse Ridge Homeowners Association.

Mary Ann Miller
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

EXHIBIT A

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "C" AND PARCEL "D" RECORDED IN DOCUMENT #2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, EXCEPT THAT PART OF PARCEL "D" KNOWN AS WILD HORSE RIDGE THIRD ADDITION RECORDED IN DOCUMENT #2018-00007259, CONTAINING 75.03 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

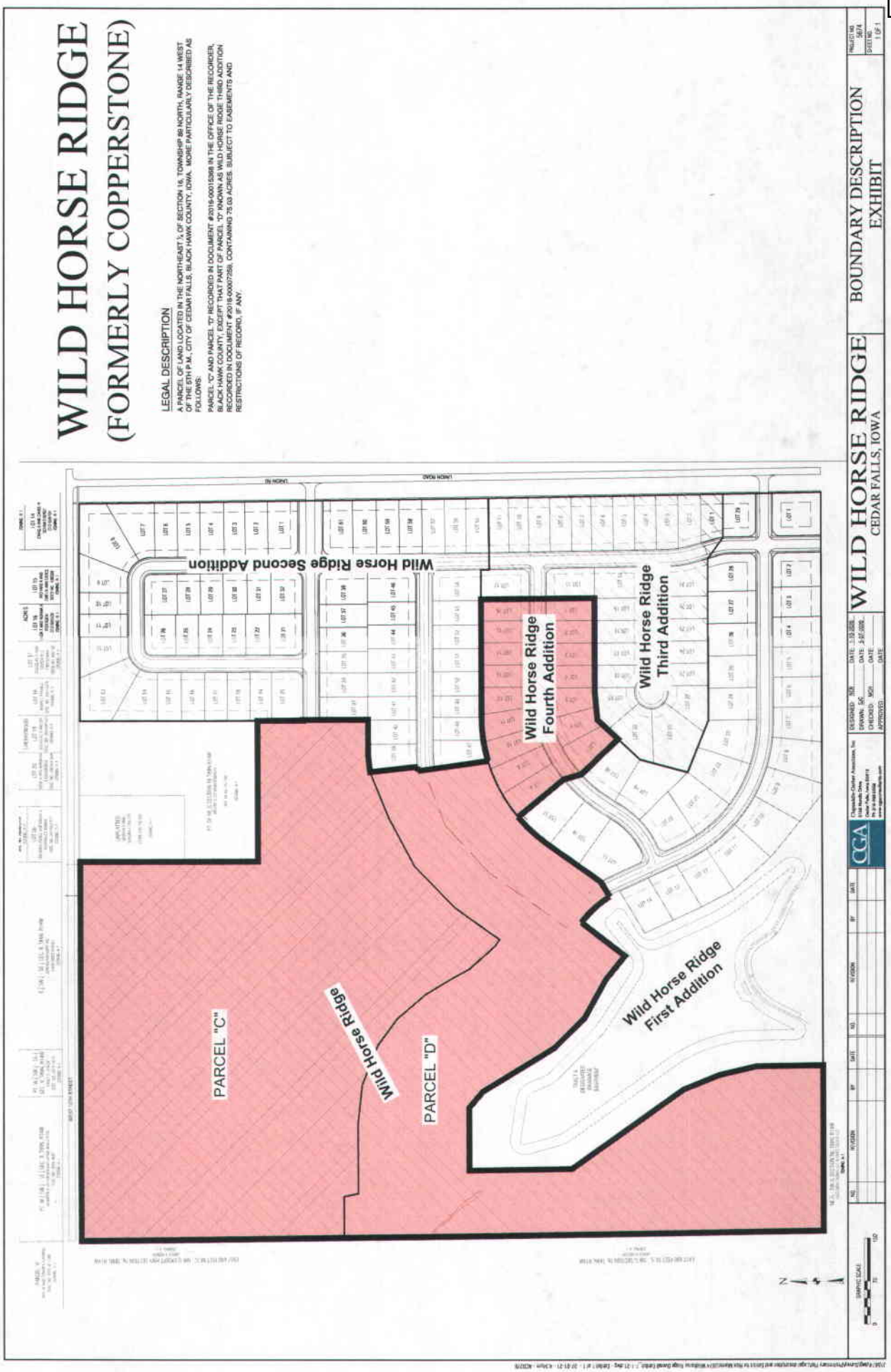
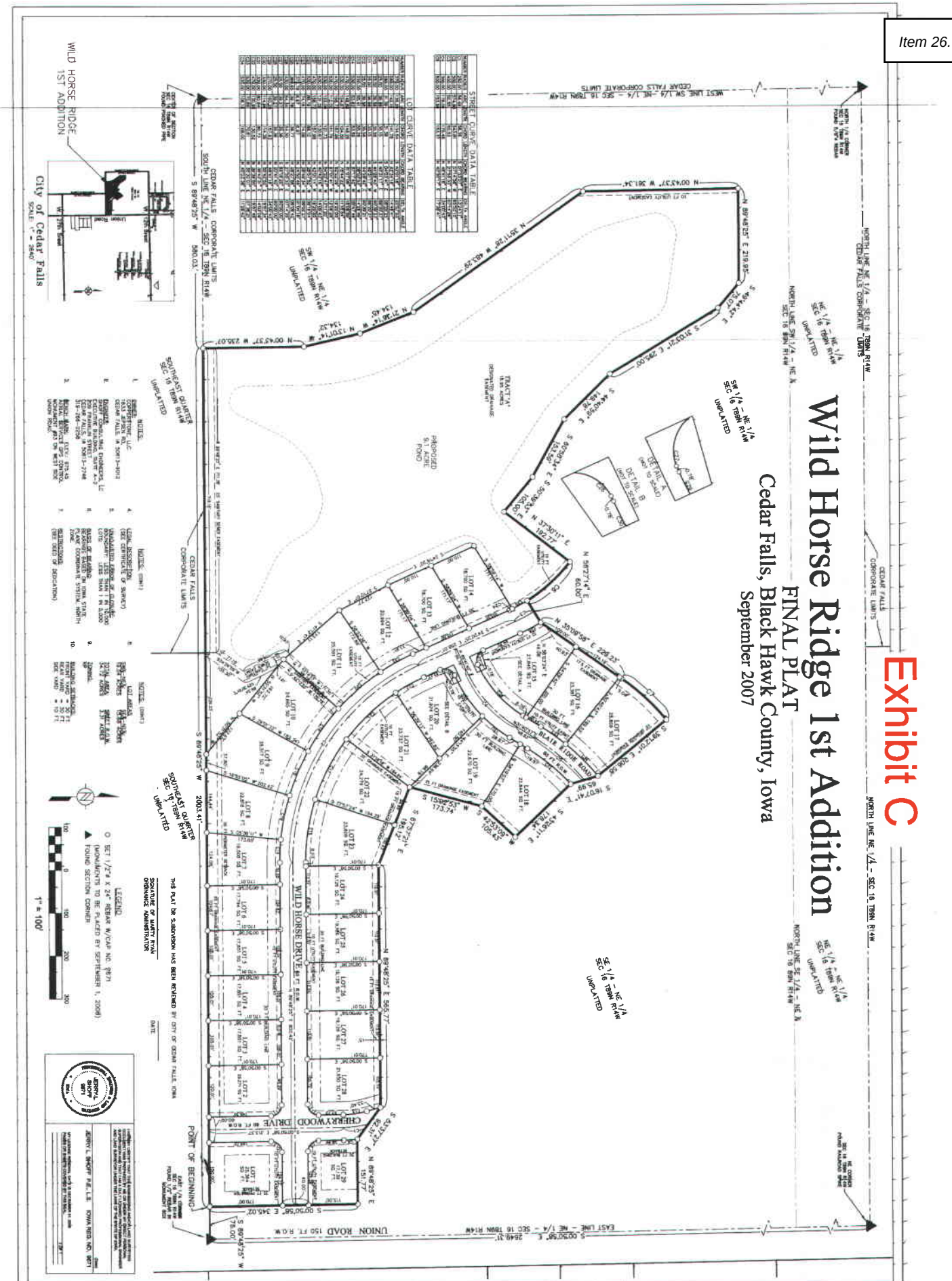

WILD HORSE RIDGE
(FORMERLY COPPERSTONE)
LEGAL DESCRIPTION
A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL "C" AND PARCEL "D" RECORDED IN DOCUMENT #2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, EXCEPT THAT PART OF PARCEL "D" KNOWN AS WILD HORSE RIDGE THIRD ADDITION RECORDED IN DOCUMENT #2018-00007258, CONTAINING 75.03 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
Wild Horse Ridge Second Addition
Wild Horse Ridge Fourth Addition
Wild Horse Ridge Third Addition
Wild Horse Ridge First Addition
Wild Horse Ridge
PARCEL "C"
PARCEL "D"
WILD HORSE RIDGE
CEDAR FALLS, IOWA
BOUNDARY DESCRIPTION
EXHIBIT
CGA

Exhibit C



Wild Horse Ridge 1st Addition	SHOFF CONSULTING ENGINEERS	G:\Cedar Falls\Copperstone\DWG\Plats\Wild Horse Ridge 1st Add - Final Plat.dwg	
Cedar Falls, Iowa	Civil • Environmental • Transportation • Land Surveying	REVISIONS	
Final Plat	Cedar Falls, Iowa	DRAWN BY: SJS	DATE / BY / DATE / BY
Drawing No. 1 of 1	319-266-0256	DATE: 9/6/2007	
572		CHECKED:	
		APPROVED:	

Exhibit D

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	***Potential problem:***	***How I will remediate* the *problem:***
The* entire *BMP	Trash/debris is present.	Remove the trash/debris.
The* perimeter *of the detention basin	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
Intentionally left blank		
The main detention area	Sediment has accumulated to a depth greater than will allow proper performance of the facility as determined by the City.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin area above the outlet device.	Remove the plants by wiping them with herbicide (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
***The outlet* device**	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
***Washed stone in front of* orifice outlet**	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
The receiving water	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit E

MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM

DESCRIPTION:

1) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**

2) **Inspect annually.**

Exhibit F

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator
Matt Tolan, EI, Civil Engineer II

DATE: August 30, 2021

SUBJECT: Wild Horse Ridge Preliminary Plat Amendment

REQUEST: Request to approve an amendment to the Wild Horse Ridge Preliminary Plat

PETITIONER: Midwest Development Co., Owner; CGA Engineering, Engineer

LOCATION: The property is located south of W. 12th Street and west of Union Road

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PROPOSAL

The Wild Horse Ridge subdivision has been active in single family residential development for the past 10+ years. In total, there are ten (10) phases of development. The first four phases have been approved and are located on the east half of the subdivision. The remaining six phases will continue adjacent to the current additions, then go from the northwest corner and proceed to the southwest corner of the plat.

The developer would like to increase the density of the remaining phases of the subdivision by adding 40 duplex lots to accommodate two-unit dwellings along the western and northern edge of the subdivision, within what will be Wild Horse Ridge 8th and 9th Additions. Another change included in this plat is that several street realignments are being proposed compared to the original preliminary plat that was approved in 2005. Therefore, in addition to the amended preliminary plat, a change in the RP zoning plan for Wild Horse Ridge to increase the number of lots with new street alignments is also being considered for approval.

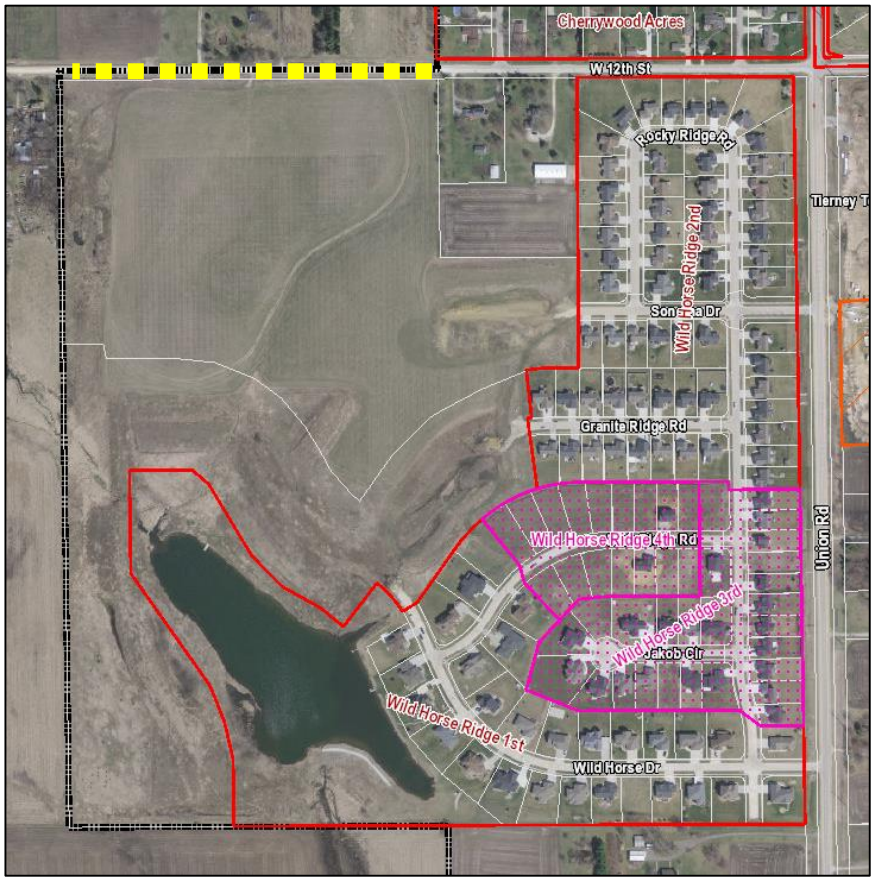
BACKGROUND

In 2003 Dennis and Trudy Weichers purchased 148 acres of land at the southwest corner of Union Road and W. 12th Street. The westerly 79 acres was annexed into the City of Cedar Falls upon request by the owners (Resolution No. 14,410) in 2005. The easterly third of this property is served by the Cherrywood interceptor sewer. Tapping into this interceptor sewer requires a “connection fee” at the time of platting. To service the rest of the property, one of the conditions of the annexation and subsequent rezoning and platting was that Mr. Weichers agree to extend a sanitary sewer “interceptor” line to the property, from the South-East. This sewer line is

approximately two miles in length and extends from the general vicinity of University Avenue and Hudson Road. The City did participate in some of the costs for this sewer extension (for "over-sizing") up to a maximum of $200,000. The majority of the costs for this sewer extension were borne by Mr. and Mrs. Weichers. This sewer will accommodate the entire development of the Wild Horse Ridge subdivision. The first four additions of the Wild Horse development did not connect into the aforementioned Cherrywood interceptor sewer so no connection fees were collected since the sewer is served by the line from W. 27th Street.

In July 2005 the entire 148-acre property was rezoned from A-1, Agriculture to RP, Planned Residential for a maximum of 353 dwelling units. A Preliminary Plat for this area, called "Copperstone" was approved in July 2005. This plat covered the entire 148-acre property and proposed the establishment of 242 building lots with 353 units. One feature of the original Preliminary Plat is that it provided a street access to West 12th Street in alignment with the proposed Cherrywood Drive. The Preliminary Plat was re-approved by the City Council on September 26, 2011 without a street connection onto W. 12th Street.

The Final Plat for the Wild Horse Ridge First Addition was approved in September 2007. The First Addition created 29 standard residential building lots on 34.7 acres. The Wild Horse Ridge Second Addition Final Plat was approved 2012. This plat created 61 residential lots on 26.6 acres immediately north of the proposed Third Addition. Following approval of the Second Addition, a street name change (Cherrywood Drive to Rocky Ridge Road) was approved by the City Council on October 8, 2012. This street name change was necessary since the Second Addition did not provide a street access to Cherrywood Drive north of West 12th Street. The Wild Horse Ridge Third Addition was approved by the City Council on October 16, 2017 for 27 lots on 11.55 acres. The Wild Horse Ridge Fourth Addition was approved by the City Council on October 21, 2019 for 16 lots on 5.29 acres.



As part of the original annexation agreement from 2005, the original developer or its successors must make improvements to the west end of W. 12th Street to the edge of the property (yellow dash line on the map above). After the first two additions were completed, staff sent a letter to the property owner in 2014 to signify that any future development of the Wild Horse subdivision, a fee will be collected and placed in an account for the W. 12th Street improvements. This fee is calculated at $5,852.43 per acre of development. The fee has been collected for the third and fourth additions prior to City Council approval, and will need to be collected prior to any future final plats.

STAFF ANALYSIS

Midwest Development Co. continues with the development of the Fifth, Sixth, Seventh, Eighth, Ninth and Tenth additions of the Wild Horse Ridge subdivision. The development will continue with the Fifth Addition located adjacent to the completed additions, in the middle of the subdivision.

The developer has requested a change in the number of lots that were originally approved in the preliminary plat. They intend to construct a number of duplex units along the western and northern edge of the subdivision. The following table shows the proposed number of lots in the final five phases of this subdivision, and which addition the duplex lots will be located.

Phase	No. of Single Unit Lots	No. of Duplex lots	Total Lots
Fifth	15	0	15
Sixth	26	0	26
Seventh	18	0	18
Eighth	26	22	48
Ninth	39	18	57
Tenth	23	0	23
Total	**147**	**40**	**187**

The creation of these additional lots formalizes the ownership of the land under each duplex dwelling. From the start of the original preliminary plat, the developer intended to construct one- and two-family dwellings. During the first four phases of this subdivision, there were only single-family dwellings constructed. Now the developer has identified where they intend to construct the two-family dwellings along the western and northern edge of the subdivision. The proposed density of this subdivision with the additional duplex dwellings will increase from 2.43 dwellings per acre to 2.72 dwellings per acre. This is a modest increase that is still considered low density residential.

Along with this density change several new street layouts are being proposed. The original preliminary plat showed a cul-de-sac (Tyler Drive) located near the northwest corner of the plat. That is being removed, and Sandstone Lane will now be a through street that connects Arrowhead Drive to Pebble Stone Place. A smaller cul-de-sac, Cherry Creek Court, will be located just to the east of Sandstone Lane and will serve 6 lots. Also, Arrowhead Drive, which originally connected to W. 12th Street, now curves and connects with Lariat Lane, which does connect with W. 12th Street. Finally, Kelso Court, which is within the Tenth Addition and connects to property to the west outside of the city limits, was shifted slightly to the south in

order to line up with two parcels located outside of the city limits. Staff has worked with the developer to determine that two accesses from the subdivision to W. 12th Street is not needed. In addition, Granite Ridge Road, shown in the Fifth Addition, originally showed a small circle drive within the road, but this has been removed and is now just a straight through road. Finally, at the south end of Lariat Lane within the Tenth Addition, the original plat showed another small circle drive. This has been removed and Lariat Lane not connects with Canter Circle, a new cul-de-sac street located at the very southwest corner of the plat.

During the review by the Planning & Zoning Commission of the Arbors amended preliminary plat submitted by the same developer, some concerns were noted about the proposed zero lot line dwelling units, and what impacts they may have on the neighborhood. For that plat, the existing development agreement was amended to add some stipulations for the development of the zero lot line dwellings in order to maintain the residential character and quality of the neighborhood. Similarly with this plat, staff would recommend that the development agreement, which was approved when the property was rezoned to RP Planned Residential District in 2015, be amended to include similar stipulations regarding the zero lot line dwellings, as listed below:

1. A variation in siding color between each adjacent two-unit dwelling;
2. At least two different building models will be used, including a one-story and two-story model;
3. A variation in design elements between each adjacent two-unit dwelling, such as doorway designs, sidelight windows, entranceway canopies, pilasters, pediments, brick and stone accents, raised entry cornices, trim colors, and similar;
4. Front yard paving shall be minimized to the extent feasible to provide adequate space for front yard landscaping and a safe public sidewalk environment;
5. The driveway width as measured at the streetside lot line shall not exceed 18 feet;
6. Garages shall not exceed 22 feet in width; and
7. Minimum driveway spacing from the intersection of a collector street or arterial street shall be 75 feet.

Based on the proposed stipulations regarding the development of the zero lot line dwellings within the subdivision, staff believes that these units will maintain the residential character and quality of the neighborhood.

This plat was originally recommended for approval by the Planning & Zoning Commission July 8, 2020. Since that time, the City and developer have been working on the language of the development agreement, as well as wording on the maintenance and repair agreement as it relates to Stormwater management. Also, the developer has made some slight changes to the phasing plan, which includes reducing the number of lots in the fifth and sixth additions, while adding lots in the seventh and ninth additions. However, the total number of lots will not change based on the phasing plan update, so staff does not believe these changes should warrant additional Planning & Zoning Commission review.

TECHNICAL COMMENTS

Utilities - City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that water, electric, gas and communication services are available to the site at the west ends of 12th Street, Sonoma Drive, Granite Ridge Rd, and Wild Horse Drive. An adequate sized water main will need to be extended to the limits of the platted subdivision. The other utilities are installed as

part of the public improvements. The easements identified on the plat satisfy CFU requirements. The developer will be responsible for extending the utility services to the proposed development.

Stormwater Management - The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements and also finds that the design for the entire development will improve the drainage pattern that has developed over the years on this undeveloped parcel of land. Additional detailed reports will be provided by the petitioner's engineer with each sequential phase within the platted limits. Also, an existing drainage tract from and existing agricultural field draining under 12th Street will be accounted for with additional infrastructure oversizing for the twenty-five (25) year event to pass through an underground pipe network.

Sanitary Sewer - The sanitary sewer will be extended from the existing interceptor line located on the south side of the detention pond located within the First Addition. The sanitary main was previously extended to Wild Horse Drive and another line was adequately sized and terminated to the western boundary. Typically, the sanitary sewer must be extended to the limits of the plat, per the City's subdivision ordinance in order to accommodate the future growth in Cedar Falls. However, the existing sanitary sewer interceptor line was previously established prior to this proposed development within a sanitary sewer easement that is identified on the plat. The developer's engineer will utilize the sanitary sewer extension, as designed, to provide sanitary services within the limits of the plat.

Streets - The developer will need to make the necessary accommodations for temporary turnarounds at the west end of Granite Ridge Road in the Fifth Addition, and the west end of Wildhorse Drive and east end of Sonoma Drive in the Sixth Addition. This subdivision includes a four-foot public sidewalk across all lot frontages.

STAFF RECOMMENDATION

The Community Development Department has reviewed this amended preliminary plat and recommends approval.

PLANNING & ZONING COMMISSION

Discussion 06/24/2020	Mr. Graham provided background information. He explained that it is a request to approve an amendment to the preliminary plat in the Wild Horse Ridge subdivision in the southwest corner of West 12th Street and Union Road. The developer would like to amend the remaining undeveloped portion of the plat. The plan is to create zero lot line lots at the northwest corner along the west side of Lariat Lane and the north side of Arrowhead Drive. The street connection to West 12th Street has been removed and Arrowhead Drive curves to connect with Lariat Lane. He explained the proposed phasing plan for the plat and the different lots that are planned. Mr. Graham displayed renderings of potential duplex designs being proposed for the area and discussed the proposed addendum to the Agreement. Staff recommends approval with conformance with all staff recommendations and any additional comments from the Commission. Kevin Fittro, developer, thanked the Commission and stated that their plans are similar to other areas of Wild Horse Ridge. He discussed the process that led to the change in the Agreement and the phasing involved in the project.

Emily Chase, owner of nearby property, asked for clarification on the proposed condos/duplexes and whether they will be rentals. Mr. Fittro stated there is nothing in the covenant that would not allow rental, but at a $250,000 to $280,000 price point and continuing to build single-family homes in the area, it is not the developer's intent to sell to investors. Ms. Chase asked if a traffic study has been done and how traffic will be affect, particularly with fewer access points. Mr. Fittro explained that there weren't any concerns from a traffic standpoint. Ms. Chase also asked about finishing 12th Street. Mr. Fittro stated that it is part of the Agreement to take over the commitment to pay a fee toward the development of the street as each phase is completed. Paving would likely take place with the development of the 7th Addition.

Mr. Larson asked about the lots and how the condos would be placed, clarifying that it would be one unit per lot. Ms. Saul asked about stormwater retention and if the retention pond will be enough for the area. Mr. Graham explained that the basin will collect all the stormwater as needed. Mr. Leeper asked if staff feels that the exits available before the 7th Addition is complete will be complete. Mr. Graham stated that they will be sufficient. Mr. Leeper asked if there are any time restraints on the project that would be an issue with waiting and allowing the public more time to view it. Mr. Fittro stated that although they would like to see it move forward, they are fine with a short wait. Ms. Saul asked when public meetings will resume, hoping to allow the public to come forward and ask questions. Ms. Howard stated that there has been talk of extending video meetings into July so staff isn't sure when those meetings will resume.

Ms. Saul made a motion to move the item forward to the next meeting. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Leeper, Saul and Schrad), and 0 nays.

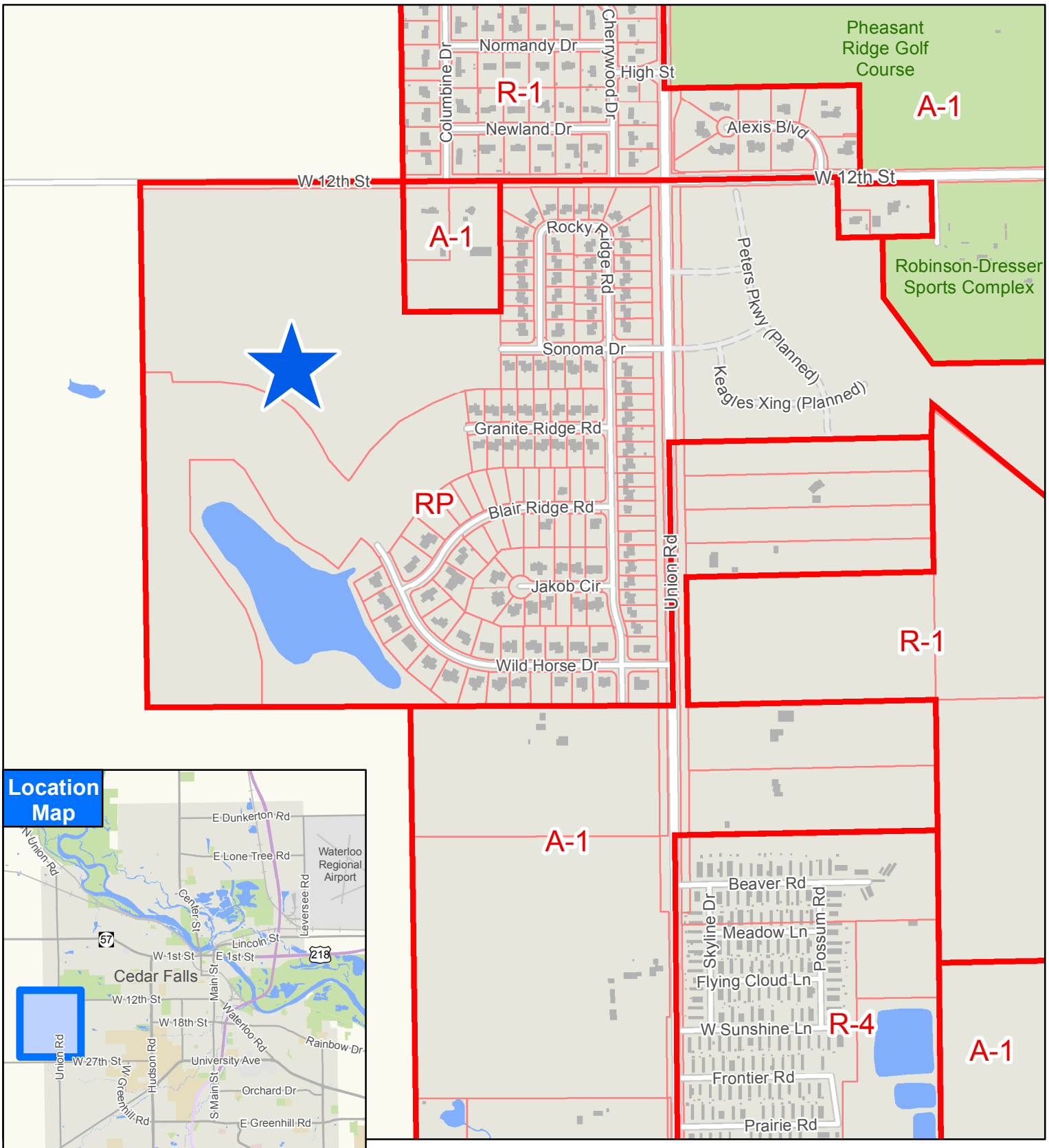
Vote
07/08/2020

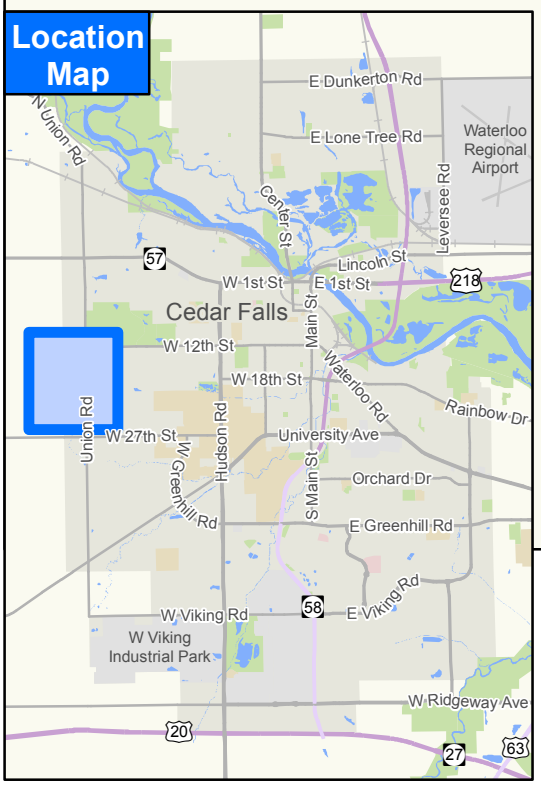
Mr. Graham provided background information, noting that the item was reviewed at the previous Planning and Zoning Commission meeting. The amendment pertains to the 5th through 9th additions on the plat and would create a zero lot line at the northwest corner along the west side of Lariat Lane and the north side of Arrowhead Drive. A small cul-de-sac would be created at the southwest corner of the plat and the 12th Street connection would be removed. Mr. Graham explained the phasing plan for the 9 additions and the lots that would be created and displayed the potential duplex designs being proposed. He discussed the proposed amendments and noted that staff recommends approval subject to conformance with all city staff recommendations and any additional comments from the Commission.

Mr. Schrad asked about the timing of paving of 12th Street. Graham responded that would likely occur previous to or concurrently with the final plat addition that provides the access to 12th Street. He also noted that the developer per a previous agreement will pay fees toward the improvement of 12th Street to serve the needs of the subdivision as it builds out.

Mr. Larson made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved unanimously with 8 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux, Saul, and Schrad), and 0 nays.

Cedar Falls City Council
September 7, 2021





CEDAR FALLS Iowa

Amended Preliminary Plat of Wild Horse Ridge

WILD HORSE RIDGE PRELIMINARY PLAT

(FORMERLY COPPERSTONE)

CEDAR FALLS, IOWA

AUGUST 2021

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
SB	SB	SHRUBS (BUSHES)
		TREE LINE
SIGN		SIGN (TYPE AS NOTED)
—X———X—	—X———X—	FENCE
		SILT FENCE
105	105	CONTOUR LINE
W (*)	W	WATERLINE
		WATER VALVE
		FIRE HYDRANT
San(*)	San	SANITARY SEWER LINE
StS (*)	StS	STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
G (*)	G	GAS LINE
		GAS VALVE
OH E	OH E	OVERHEAD ELECTRICAL LINE
E (*)	E	BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
T (*)	T	TELEPHONE LINE
		TELEPHONE PEDESTAL

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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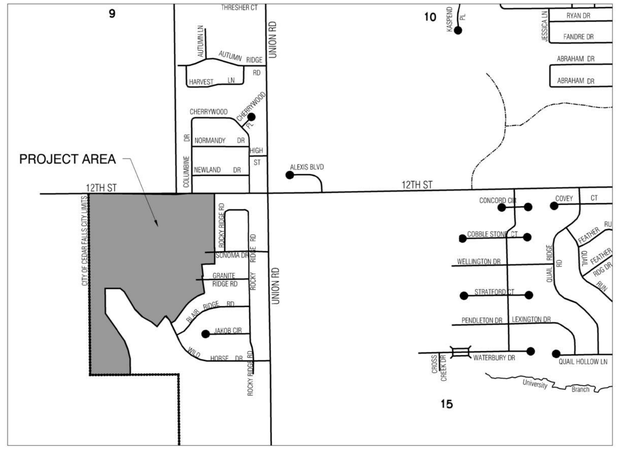


VICINITY MAP
NOT TO SCALE

OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.
411 FIRST AVENUE SE
CEDAR RAPIDS, IA

FLOOD ZONE

(ZONE X)
PANEL # 19013C0145F AND
PANEL # 19013C0163F
EFFECTIVE DATE: JULY 18, 2011

SETBACK DATA

FRONT YARD	= 25 FT
REAR YARD	= 30 FT
SIDE YARD*	= 5 FT. (*)EXCEPT AS NOTED

*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #22634
- ● PARCEL OR LOT CORNER MONUMENT FOUND AS NOTED ON PLAN
- ○ SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #22634
- ( ) RECORDED AS

BENCHMARK:

AERIAL SERVICES GPS CONTROL MONUMENT #93
ON THE WEST SIDE OF UNION ROAD. DOCUMENT
2008-21274 (BOOK 29 PAGE 63)
ELEVATION = 975.45

SURVEYOR AND ENGINEER

TRAVIS R. STEWART, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
(319) 266-0258

ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.
411 FIRST AVENUE SE
CEDAR RAPIDS, IA

RESTRICTIONS

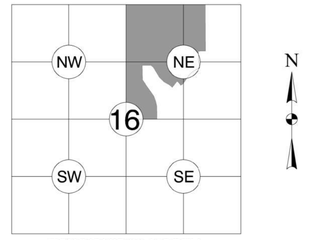
(SEE DEED OF DEDICATION)

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE



TOWNSHIP 89 NORTH,
RANGE 14 WEST

ADAM C. DATERS LICENSED 19579 IOWA PROFESSIONAL ENGINEER

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature Date
Adam C. Daters, PE
Iowa License Number 19579
My license renewal date is December 31, 2022

Pages or sheets covered by this seal:

TRAVIS R. STEWART LICENSED 17162 IOWA PROFESSIONAL LAND SURVEYOR

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.

Signature date
Travis R. Stewart, PLS
Iowa License Number 17162
My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

NO.	REVISION	BY	DATE
1	REVISE LOTS 138-165	SJC	05-26-20

Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 1-10-2020
DRAWN: BMC DATE: 8-09-2021
CHECKED: TRS DATE: 8-09-2021
APPROVED: ACD DATE: 8-09-2021

WILD HORSE RIDGE
CEDAR FALLS, IOWA

PRELIMINARY PLAT

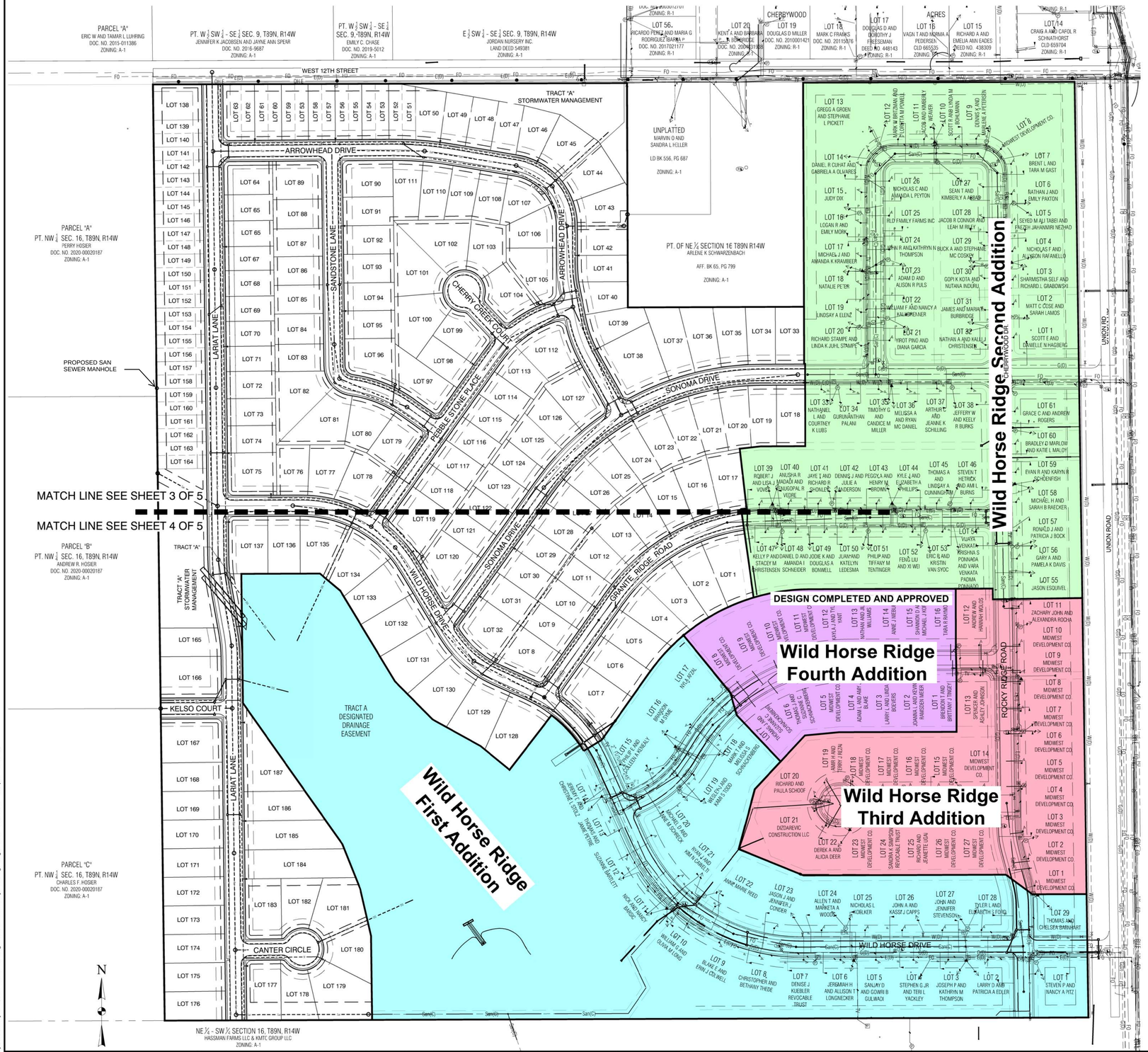
PROJECT NO. 5674
SHEET NO. 1 OF 5

J:\5674\dwg\Survey\Preliminary Plat\5674 Wildhorse Ridge Overall Preliminary Plat.dwg - Page 1 of 5 - 08-09-21 - 12:57pm - BMC345

WILD HORSE RIDGE PRELIMINARY PLAT

CEDAR FALLS, IA

AUGUST 2021



TRACTS

A. - STORMWATER MANAGEMENT

B. - STREET RIGHT OF WAY

LOT FRONTAGE AT BUILDING SETBACK FOR IRREGULAR SHAPED LOTS	
LOT NUMBER	CHORD DISTANCE (FT.)
1	118.46
2	96.16
3	96.16
4	93.77
7	111.12
8	103.21
11	78.19
12	75.72
13	75.20
14	77.59
15	78.72
16	79.44
17	78.82
19	78.66
20	81.89
21	81.89
22	81.89
23	81.89
24	81.89
25	81.89
26	81.89
27	79.54
32	114.12
34	77.74
35	77.43
36	77.43
37	77.43
38	140.14
39	93.09
40	89.51
41	74.09
43	79.06
44	87.60
45	84.23
46	70.20
49	71.77
50	71.77
51	37.54
76	87.87
77	83.33
78	108.45

LOT FRONTAGE AT BUILDING SETBACK FOR IRREGULAR SHAPED LOTS	
LOT NUMBER	CHORD DISTANCE (FT.)
79	100.00
80	117.98
81	73.53
82	71.60
96	100.35
97	95.00
99	90.25
100	71.78
101	71.66
102	72.25
103	71.43
104	108.69
105	151.35
106	113.25
107	121.66
108	78.50
109	77.61
110	82.13
111	82.95
112	142.68
113	87.65
119	131.26
120	157.21
124	75.73
125	77.52
126	77.52
127	94.07
128	125.80
129	104.02
130	102.46
131	103.66
133	112.18
134	132.17
135	131.65
137	110.05
165	117.59
178	84.40
179	71.87
180	73.25
181	71.85
182	85.12
187	211.44

NOTE: ADJACENT PROPERTY OWNERS CURRENT AS OF AUGUST 9, 2021

NO.	REVISION	BY	DATE
1	REVISE LOTS 138-165	SJC	05-26-20

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 1-10-2020
DRAWN: BMC DATE: 8-09-2021
CHECKED: TRS DATE: 8-09-2021
APPROVED: ACD DATE: 8-09-2021

WILD HORSE RIDGE
CEDAR FALLS, IOWA

PRELIMINARY PLAT

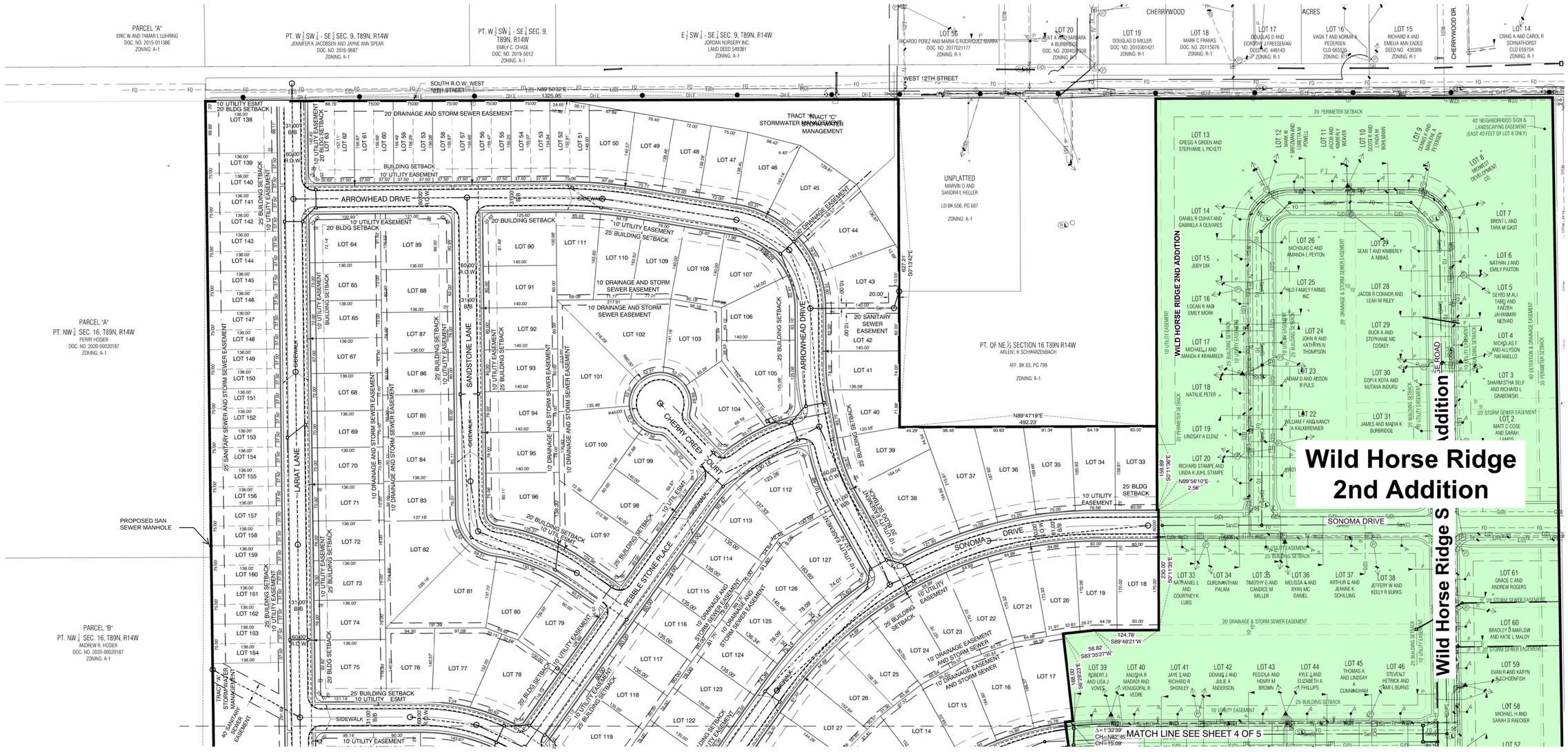
PROJECT NO. 5674
SHEET NO. 2 OF 5

J:\5674\dwg\Survey\Preliminary Plat\5674 Wildhorse Ridge Overall Preliminary Plat.dwg - Page 2 of 5 - 08-09-21 - 1:00pm - BMC345

WILD HORSE RIDGE ADDITION

PRELIMINARY PLAT

CEDAR FALLS, IA
AUGUST 2021



NO.	REVISION	BY	DATE
1	REVISE LOTS 138-165	SJC	05-26-20

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 1-10-2020
DRAWN: BMC DATE: 8-09-2021
CHECKED: TRS DATE: 8-09-2021
APPROVED: ACD DATE: 8-09-2021

WILDHORSE RIDGE FIFTH ADDITION
CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO. 5674
SHEET NO. 3 OF 5

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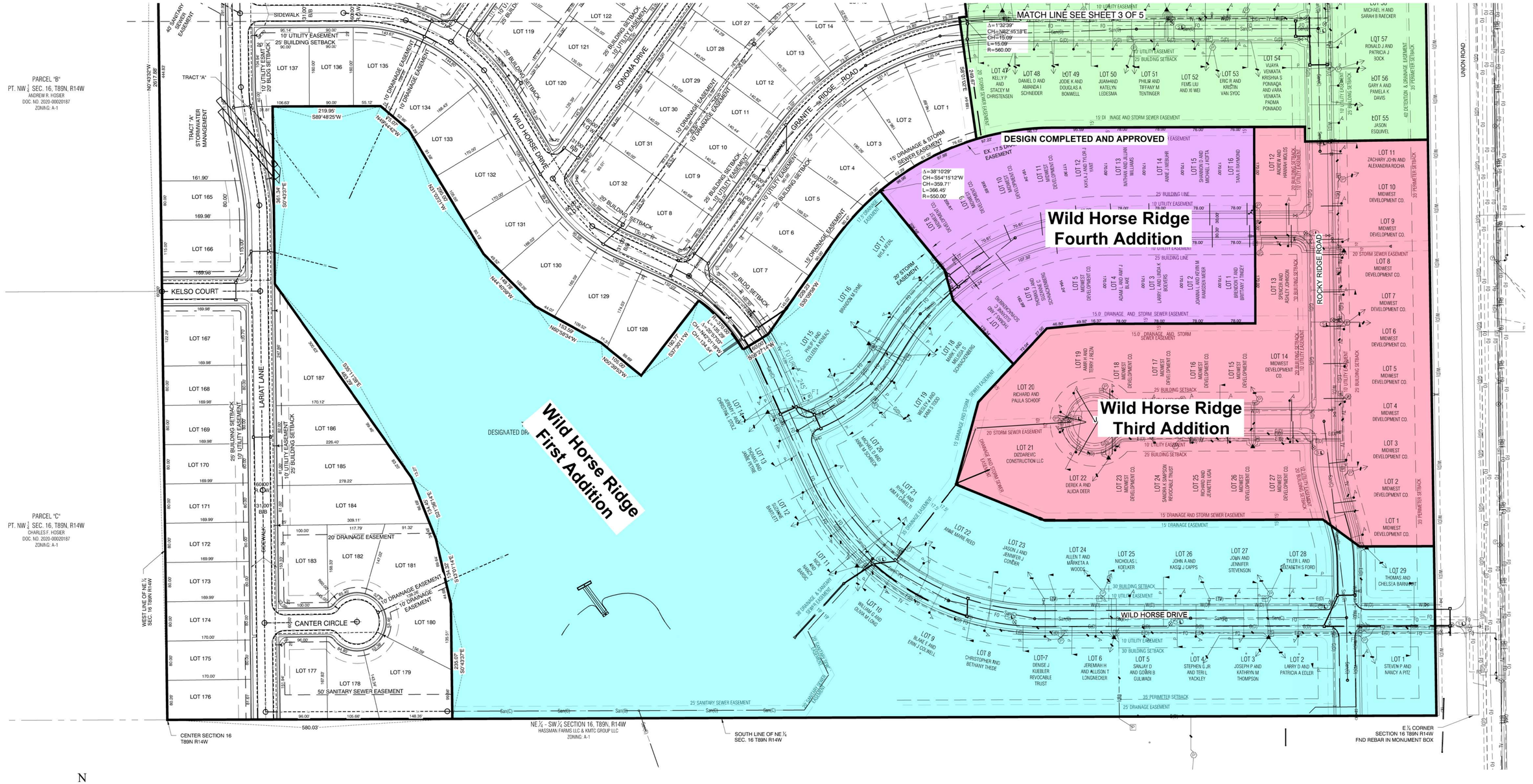
WILD HORSE RIDGE ADDITION

PRELIMINARY PLAT

CEDAR FALLS, IA
AUGUST 2021



GRAPHIC SCALE
0 50' 100'

N

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE LOTS 138-165	SJC	05-26-20				

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 1-10-2020
DRAWN: BMC DATE: 8-09-2021
CHECKED: TRS DATE: 8-09-2021
APPROVED: ACD DATE: 8-09-2021

WILDHORSE RIDGE FIFTH ADDITION
CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO. 5674
SHEET NO. 4 OF 5

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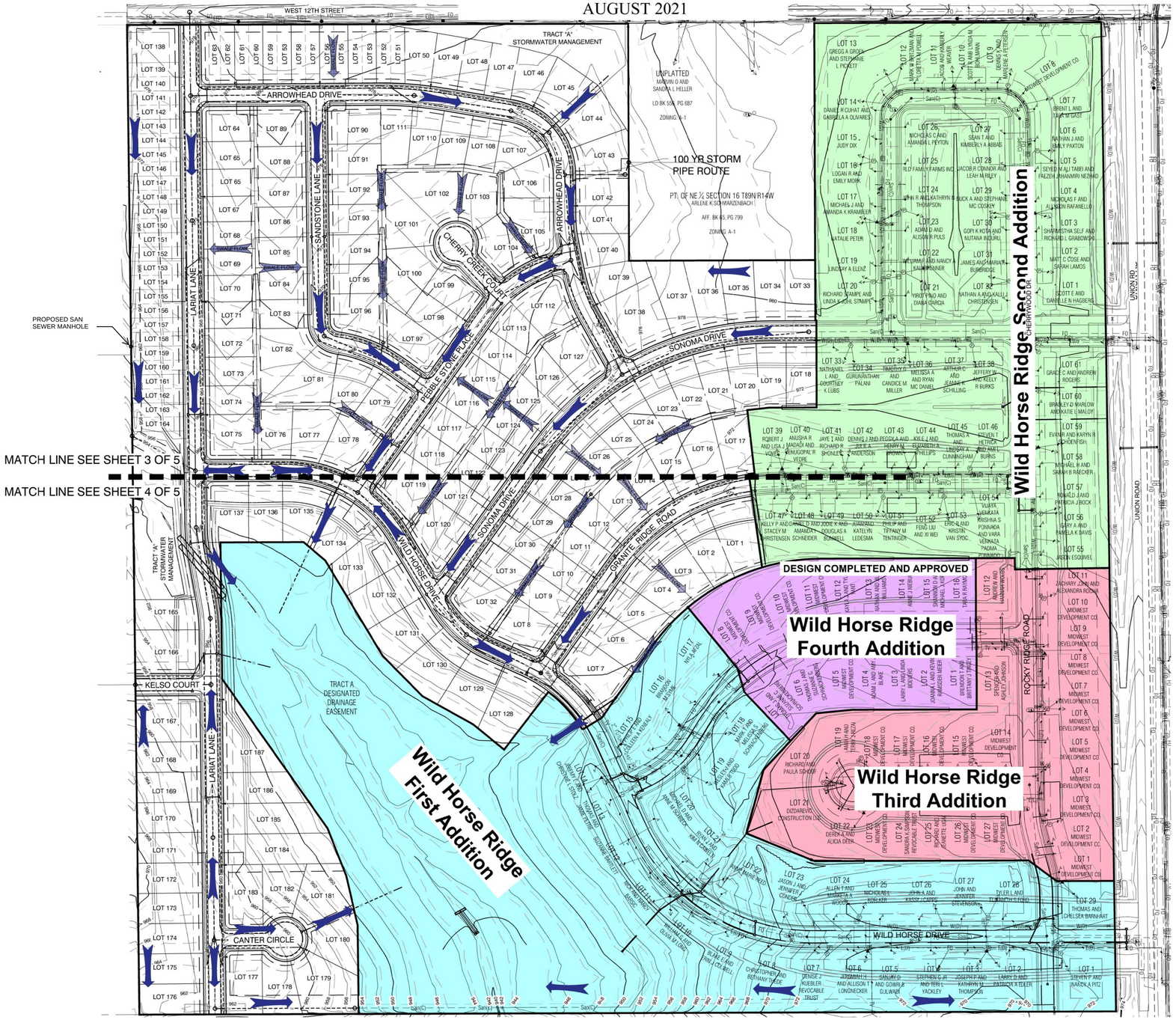
WILD HORSE RIDGE

PRELIMINARY PLAT - STORMWATER FLOW

CEDAR FALLS, IA

AUGUST 2021



N

GRAPHIC SCALE
0 75' 150'

GRADING NOTES

THE EXTENT OF TOPOGRAPHIC CHANGES SHALL CONSIST OF TRACT "A" ROADWAY GRADING, TRACTS "B", "C", AND "D" STORMWATER MANAGEMENT, LOT GRADING, AND SWALE GRADING THROUGHOUT LOTS.

NO.	REVISION	BY	DATE
1	REVISE LOTS 138-165	SJC	05-26-20

NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED:	NCB	DATE: 1-10-2020
DRAWN:	BMC	DATE: 8-09-2021
CHECKED:	TRS	DATE: 8-09-2021
APPROVED:	ACD	DATE: 8-09-2021

WILD HORSE RIDGE
CEDAR FALLS, IOWA

PRELIMINARY PLAT - STORMWATER FLOW

PROJECT NO. 5674
SHEET NO. 5 OF 5

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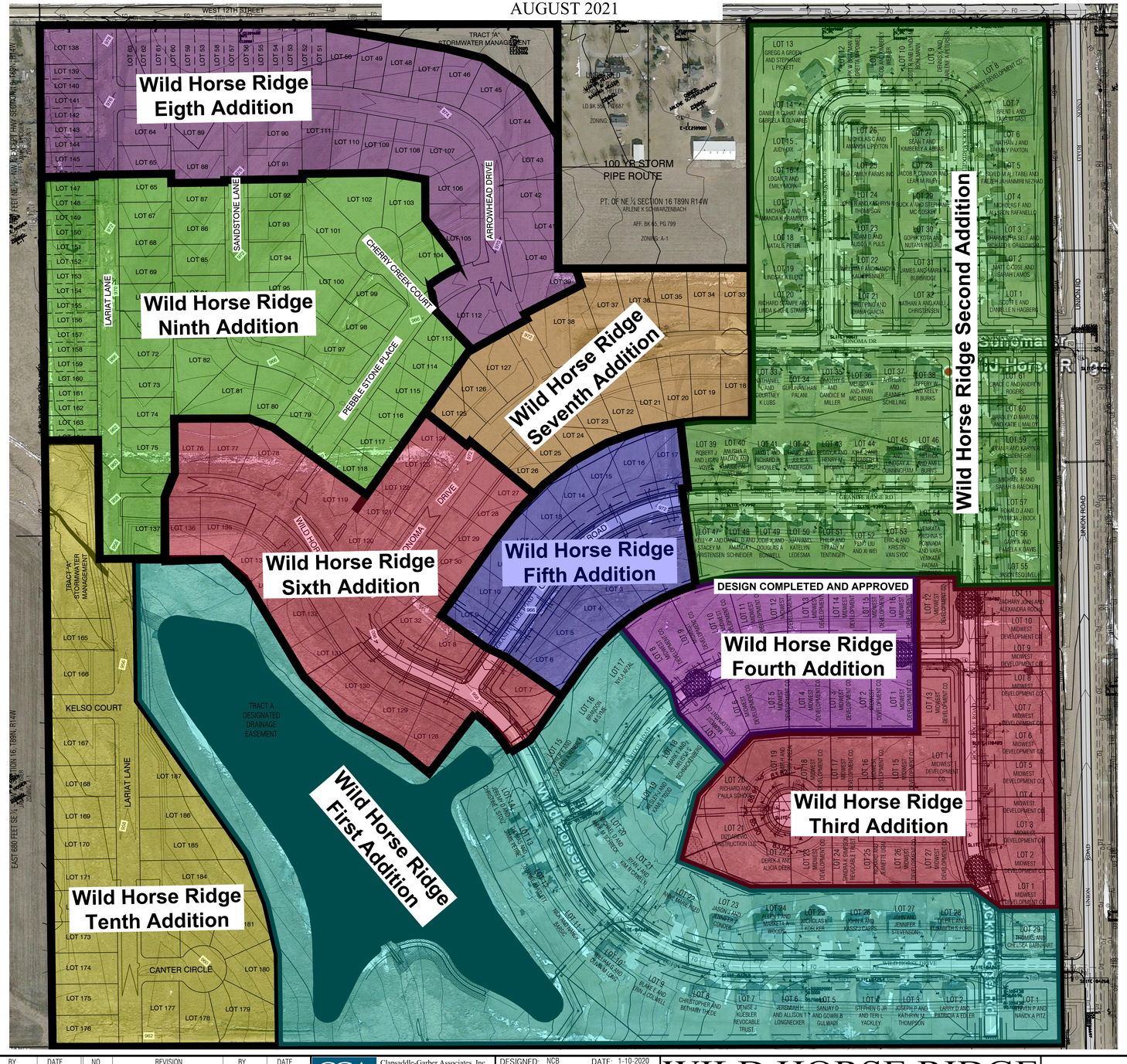
WILD HORSE RIDGE

PHASING EXHIBIT

Cedar Falls, Iowa
AUGUST 2021



WILD HORSE RIDGE 5TH ADDITION
15 LOTS

WILD HORSE RIDGE 6TH ADDITION
26 LOTS

WILD HORSE RIDGE 7TH ADDITION
18 LOTS

WILD HORSE RIDGE 8TH ADDITION
48 LOTS TOTAL
26 SINGLE FAMILY HOMES
22 DUPLEX LOTS

WILD HORSE RIDGE 9TH ADDITION
57 LOTS
39 SINGLE FAMILY HOMES
18 DUPLEX LOTS

WILD HORSE RIDGE 10TH ADDITION
23 LOTS

TOTAL LOTS
187

N

GRAPHIC SCALE
0 75' 150'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 1-10-2020
DRAWN: BMC DATE: 08-26-2021
CHECKED: ACD DATE: 08-26-2021
APPROVED: ACD DATE: 08-26-2021

WILD HORSE RIDGE
CEDAR FALLS, IOWA

PHASING EXHIBIT

PROJECT NO. 5674
SHEET NO. 1 OF 1

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ADDENDUM TO THE
DEVELOPMENTAL PROCEDURES AGREEMENT FOR WILD HORSE RIDGE
LOCATED WITHIN THE RP PLANNED RESIDENCE ZONING DISTRICT

THIS AGREEMENT is made and entered into this_____ day of _____ , 2021, by and between the City of Cedar Falls, Iowa, hereinafter called "**City**" and Midwest Development Co., hereinafter called "**Midwest**" or "**Subdivider**", for the purpose of outlining procedures to be followed for the development of Wild Horse Ridge Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Additions, containing approximately 68.84 acres, being owned by Midwest Development Co., said land legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL "C" AND PARCEL "D" RECORDED IN DOCUMENT #2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, EXCEPT THAT PART OF PARCEL "D" KNOWN AS WILD HORSE RIDGE THIRD ADDITION RECORDED IN DOCUMENT #2018-00007259 AND EXCEPT WILD HORSE RIDGE FOURTH ADDITION RECORDED IN DOCUMENT #2020-00008475, CONTAINING 68.84 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Hereinafter called the "**Property.**"

RECITALS

WHEREAS, Midwest's predecessor in interest in the Property, Copperstone, L.C., entered into a certain Developmental Procedures Agreement with the City dated July 11, 2005, attached hereto as Exhibit "A", hereinafter called the "**Developmental Procedures Agreement,**" in which certain conditions were imposed to ensure the orderly development of the Property; and

WHEREAS, it is the desire of Midwest to amend the approved preliminary plat of Wild Horse Ridge in the City of Cedar Falls, Iowa, located within the RP, Planned Residential Zoning District and also to amend the Developmental Procedures Agreement; and

WHEREAS, pursuant to Section 20-5 of the Cedar Falls Code of Ordinances, a subdivider is required to install and construct certain minimum improvements, including, but not limited to streets, sidewalks, a sanitary sewer system, a storm sewer system and other improvements necessary to develop the platted area in a manner that contributes to the logical and efficient extension of infrastructure to the larger community; and

WHEREAS, the City may require, as a condition of approval of a plat, dedication and improvement of specified infrastructure that is greater in size or extent than necessary to meet the needs of the platted area, but necessary to complete a logical and efficient system of infrastructure for the entire community; and

WHEREAS, in such a circumstance, the City shall pay the subdivider the difference in cost between the infrastructure necessary to serve the platted area and the cost of the oversized infrastructure necessary to serve the larger community, as determined by the City; and

WHEREAS, for Wild Horse Ridge Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Additions, the City requires and the Subdivider acknowledges the necessity of installing a larger storm sewer and sanitary sewer to meet the needs of the platted area in a manner that contributes to the logical and efficient system of storm sewer service and sanitary sewer service to the community; and

WHEREAS, pursuant to Section 20-5 of the Cedar Falls Code of Ordinances the City has agreed to pay the Subdivider the difference in cost of the pipe and installation between the storm sewer and sanitary sewer structure typically required for the subdivision plat and the larger storm sewer structure necessary to serve the larger community. The summary of changes in infrastructure due to the City required upsizing is attached hereto as Exhibit E and by this reference incorporated herein; and

WHEREAS, it is the desire of the City to insure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP - Planned Residence District.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and Midwest agree to amend the Developmental Procedures Agreement to add the following allowances and stipulations:

1. Zero lot line dwellings shall be allowed on Lots 51-63 and Lots 139-164 as shown on the preliminary plat, attached hereto as Exhibit B.

2. In order to provide a pleasing variation in the building design of the zero lot line dwellings and to maintain the residential character of the neighborhood, the building and site elements along the street frontage shall be distinguished through the following methods:

    a. A variation in siding color between each adjacent two-unit dwelling;

    b. At least two different building models will be used, including a one-story and two-story model;

    c. A variation in design elements between each adjacent two-unit dwelling, such as doorway designs, sidelight windows, entranceway canopies, pilasters, pediments, brick and stone accents, raised entry cornices, trim colors, and similar;

    d. Front yard paving shall be minimized to the extent feasible to provide adequate space for front yard landscaping and a safe public sidewalk environment;

    e. The driveway width as measured at the streetside lot line shall not exceed 18 feet;

f. Garages shall not exceed 22 feet in width; and

g. Minimum driveway spacing from the intersection of a collector street or arterial street shall be 75 feet.

3. Storm Sewer Extension. The Subdivider shall install upsized public storm sewer and storm sewer intakes, as depicted and shown on the approved storm sewer construction plan attached hereto as Exhibit C, extending from the northern preliminary platted Stormwater Management Tract "A", as shown on Exhibit B, south approximately 1550 linear feet to the existing pond as legally described as:

Tract "A" of the Wild Horse Ridge 1st Addition

4. Sanitary Sewer Extension. The Subdivider shall install upsized public sanitary sewer and sanitary sewer manholes, as depicted and shown on the proposed construction plan attached hereto as Exhibit D, extending from the southerly boundary of the previously platted Tract A "Designated Drainage Easement", as shown on Exhibit B, extending approximately 380 linear feet westerly and 1330 linear feet northerly approximately 1550 linear feet to the existing centerline of West 12th Street.

5. Reimbursement to Subdivider. Upon completion of the oversized storm sewer and sanitary sewer work, and upon final acceptance and approval of said public improvements by the City in accordance with all City requirements, the storm sewer and sanitary sewer facilities shall become the property of the City, and the City shall reimburse the Subdivider for the oversize cost, within 30 days of submittal of the payment request from the Subdivider. The amount of reimbursement shall be according to the calculation of the cost difference of the oversized storm sewer and sanitary sewer infrastructure. Actual costs shall be determined at the time of construction of said oversized storm sewer and sanitary sewer. A summary table of said oversized storm sewer and sanitary sewer is provided as a basis for the calculation of the cost difference as shown in Exhibit E attached. The original unit cost and the upsized unit cost shall be based on the costs of sanitary sewer and storm sewer components included in the most recent public bids of similar scope and magnitude accepted by the City prior to completion of construction by the Subdivider of the oversized storm sewer and sanitary sewer described herein. Such components shall be of like kind and quality as those included in Exhibit E attached that are actually installed by the Subdivider. If bids of similar scope and magnitude accepted by the City within one year of the completion of such construction by the Subdivider do not include all such sanitary sewer or storm sewer components installed by the Subdivider, then the original unit cost and upsized unit cost shall be determined by the lower quote of at least two quotes from reputable sources obtained by the City for all such components not included in recently accepted bids. Nothing herein shall be deemed to require the Subdivider to obtain sanitary sewer and storm sewer components from a particular source. Rather, the process described in this paragraph 5 is to be used solely for the purpose of determining original unit cost and upsized unit cost for reimbursement. Any quotes obtained by the City for this purpose shall be provided to the Subdivider upon request.

6. Condition of Plat Approval. Subdivider's compliance with the provision of this Agreement shall be a condition for approval of the final plats of the Development Property known as Wild Horse Ridge Sixth Addition, Wild Horse Ridge Eight Addition, Wild Horse Ridge Ninth Addition, and Wild Horse Ridge Tenth Addition, City of Cedar Falls, Black Hawk County, Iowa.

7. Master Plan. The Wild Horse Ridge Phasing Exhibit, attached hereto as Exhibit F, shall be considered the updated Master Plan for this Planned Residence Zoning District (RP).

8. Minimum Requirements. All work called for under this Agreement shall be in full compliance with all City requirements based on the Cedar Falls Code of Ordinances and City engineering policies and procedures, and shall be subject to approval by the City Engineer of City.

9. The foregoing conditions shall be binding upon Midwest, its successors and assigns and shall apply to the above described real estate and shall run with the land. The approved Preliminary Plat for Wild Horse Ridge, attached hereto as Exhibit "B" and incorporated herein by this reference, shall be part of this Amendment and shall be part of the Master Plan for the area described herein.

Signature page to follow

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:
Midwest Development Co.

By: _____
Kevin Fittro, Vice President

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

This instrument was acknowledged before me on the 30th day of August, 2021, by Kevin Fittro, Vice President, Midwest Development Co., an Iowa company.

JOANNE GOODRICH
Commission Number 790191
My Commission Expires
May 28, 2024

_____
Notary Public in and for the State of Iowa

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

This instrument was acknowledged before me on _____, 2021, by Robert M. Green, Mayor, and Jacqueline Danielson MMC, City Clerk of the City of Cedar Falls, Iowa.

_____
Notary Public in and for the State of Iowa

My Commission Expires: _____

ORDINANCE NO. 2525

AN ORDINANCE REPEALING SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICTS AND DISTRICT REGULATIONS OF CHAPTER TWENTY-NINE (2) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 29-107 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE.

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-P Planned Residence Zoning District, as follows:

The West half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M.; and the East half (E 1/2) of the Northeast Quarter (NE 14/) of Section Sixteen (16), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., except the East 75 feet and the West 492.4 feet of the North 660 feet of said East half, all in the City of Cedar Falls, Black Hawk County, Iowa,

and

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

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

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

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

Section 1. That the following described real estate:

The West half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M.; and the East half (E 1/2) of the Northeast Quarter (NE 14/) of Section Sixteen (16), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., except the East 75 feet and the West 492.4 feet of the North 660 feet of said East half, all in the City of Cedar Falls, Black Hawk County, Iowa,

be and the same is hereby removed from the A-1 Agricultural District and added to the R-P Planned Residence District.

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

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

INTRODUCED: June 13, 2005

PASSED 1ST CONSIDERATION: June 13, 2005

PASSED 2ND CONSIDERATION: June 27, 2005

PASSED 3RD CONSIDERATION: July 11, 2005

ADOPTED: July 11, 2005

Jon T. Crews, Mayor

ATTEST:

Gary L. Hesse, CMC, City Clerk

Prepared by: Robert J. Dieter, P.O. Box 627, Cedar Falls, IA 50613 (319) 277-6830

DEVELOPMENTAL PROCEDURES AGREEMENT

This agreement is made and entered into this 11th day of July, 2005, by and between the City of Cedar Falls, Iowa, hereinafter called "City", and Copperstone, L.C., an Iowa limited liability company, hereinafter called "Copperstone, L.C.", and used for the purpose of outlining procedures to be followed for the development of certain land owned by Copperstone, L.C., which is now the subject of a rezoning proceeding with the City.

WHEREAS, it is the desire of Copperstone, L.C., to submit a plat of the real estate legally described in Exhibit "A", in the City of Cedar Falls, Iowa, as part of the "R-P" Planned Residential District; and to construct a maximum of 353 units, which includes condominiums and single-family homes; and

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

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and Copperstone, L.C., agree as follows:

1. In the rezoning of this property to the R-P, Planned Residence District, the average maximum density for the overall project shall be 3.4 dwelling units per acre. The rezoning request shall be accompanied by a schematic site plan showing the general spatial relationships of land uses, densities, and vehicular traffic pattern, and such other information as City staff shall deem appropriate.

2. Copperstone, L.C. shall submit a preliminary plat for each phase of the development of the project for approval by the City prior to project construction for each phase of the development of the project.

3. Prior to the issuance of building permits, Copperstone, L.C., shall receive approval from the planning and zoning staff and the city council for a final detailed plat or site

plan including descriptions, locations and dimensions of dwelling units, garages, parking areas, yard areas and/or common open spaces, and location of utility easements and installations, and location of streets and driveways, and such other matters as City staff shall deem appropriate. The lots designated as residential condominiums on the Schematic Zoning Map shall have a zero lot line concept in which the lot owner may build to and across the lot line, provided that no structure shall contain more than four dwelling units or residential condominiums, and each lot designated as a residential condominium lot shall be limited to two dwelling units.

4. Copperstone, L.C. shall comply with all ordinances of the City applicable to the proposed addition as each phase of the project is developed.

5. The City shall issue a requested building permit only upon the compliance by Copperstone, L.C. with the City's ordinances and this agreement.

6. This agreement shall inure to the benefit of the City, shall be binding upon Copperstone, L.C. and its successors or assigns, and shall apply to the above-described real estate and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COPPERSTONE, L.C., an Iowa limited liability company

By: Dennis Weichers
Dennis Weichers, Member

By: Trudy Weichers
Trudy Weichers, Member

CITY OF CEDAR FALLS, IOWA

By
Jon T. Crews, Mayor

ATTEST:

Gary L. Hesse
Gary L. Hesse, CMC
City Clerk of Cedar Falls, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 8th day of July, 2005, by Dennis Weichers and Trudy Weichers, as Members of Copperstone, L.C., an Iowa limited liability company.

Mary Ann Felts
Notary Public in and for the State of Iowa

MARY ANN FELTS
Commission Number 198829
My Commission Expires
May 11, 2007

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 15th day of July, 2005, by Jon T. Crews and Gary L. Hesse, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

John Horstein
Notary Public in and for the State of Iowa"

9.17.18

Exhibit A

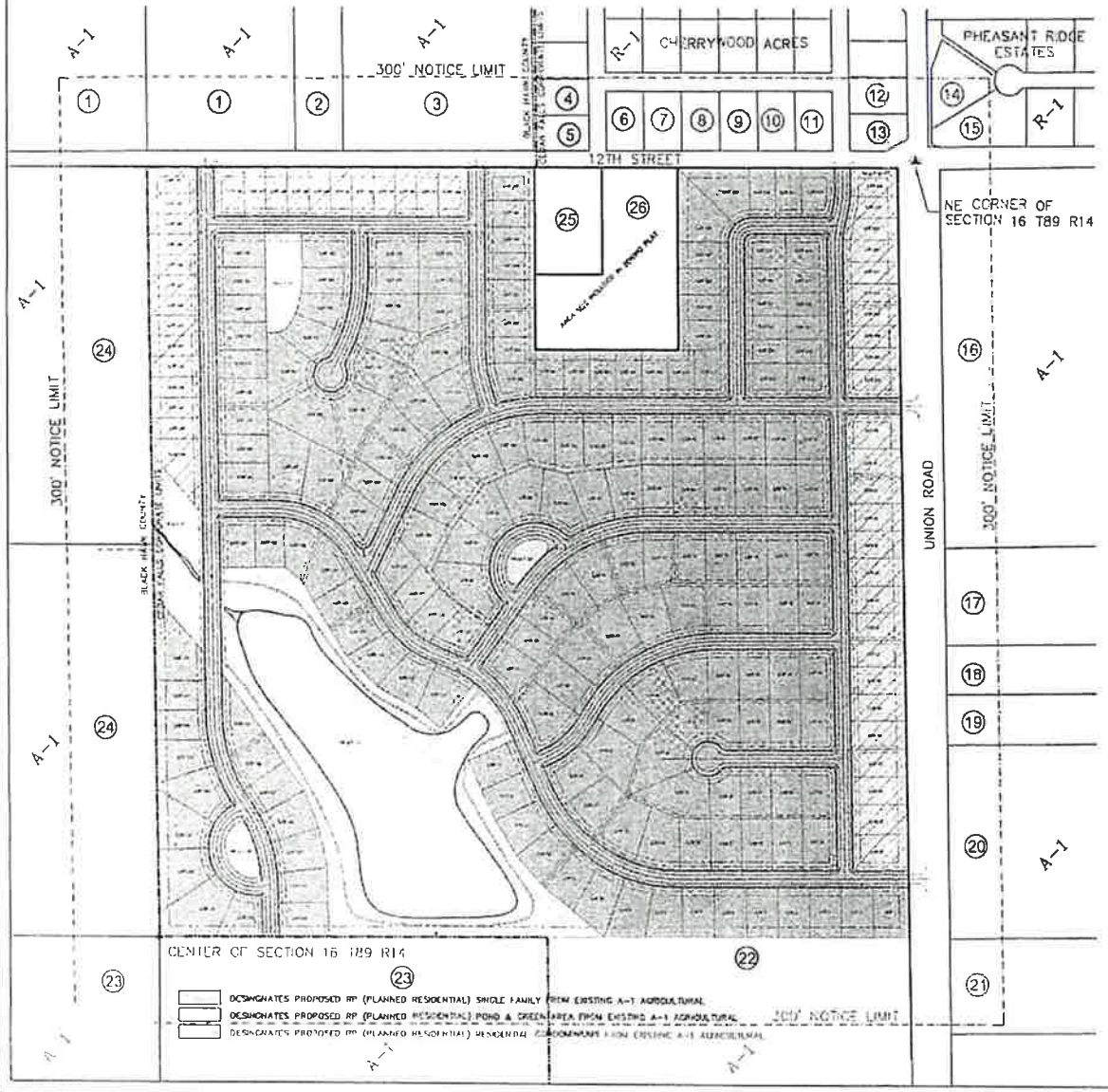
REZONING PLAT – COPPERSTONE RP SITE PLAN

CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

4/20/06 REVISION:
CHANGED EAST NORTH/SOUTH STREET ALIGNMENT, LOT AVAILABLE, AND CONDOMINIUM AREAS IN THE NORTHEAST CORNER

5/8/06 REVISION:
CHANGED LOT NUMBERS

5/18/06 REVISION:
REVISED DENSITY TABLE LOTS 54-88 TO REFLECT 2 UNITS PER LOT



DEVELOPER & OWNER:
COPPERSTONE, L.L.C.
DENNIS & TRUDY WEICHERS
1335 JEPSEN ROAD
CEDAR FALLS, IOWA 50613

ENGINEER & LAND SURVEYOR:
SHOFF CONSULTING ENGINEERS, LC
JERRY SHOFF, PE,LS
209 FRANKLIN STREET, SUITE A2
CEDAR FALLS, IOWA 50613

LEGAL DECRIPTIONS:
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 89, RANGE 14; AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 89, RANGE 14, EXCEPT THE EAST 75 FEET; AND THE WEST 492.4 FEET OF THE NORTH 660 FEET CONTAINING 147.9 ACRES MORE OR LESS.

300' NOTIFICATION LIMIT – PROPERTY OWNERSHIP LIST:

DENSITY TABLE

LOT/TRACT	PLANNED USE/DENSITY		TOTAL AREA
1 – 53	SINGLE FAMILY HOMES + 15% DUPLEXES	(61 UNITS)	25.2 ACRES
54 – 87	RESIDENTIAL CONDOMINIUMS	(48 UNITS)	9.3 ACRES
75 – 176	SINGLE FAMILY HOMES + 15% DUPLEXES	(79 UNITS)	32.0 ACRES
139 – 152	RESIDENTIAL CONDOMINIUMS	(26 UNITS)	4.2 ACRES
153 – 185	SINGLE FAMILY HOMES + 15% DUPLEXES	(38 UNITS)	15.7 ACRES
186 – 196	RESIDENTIAL CONDOMINIUMS	(21 UNITS)	3.4 ACRES
197 – 232	SINGLE FAMILY HOMES + 15% DUPLEXES	(42 UNITS)	13.0 ACRES
233 – 242	RESIDENTIAL CONDOMINIUMS	(24 UNITS)	3.1 ACRES
		SUBTOTAL	105.6 ACRES
A,B,C,D, & F	POND & GREEN SPACE		22.3 ACRES
ALL STREETS	PUBLIC RIGHT-OF-WAY		21.0 ACRES
TOTALS		353 UNITS	148.9 ACRES

GROSS DENSITY (INCLUDES LOTS, TRACTS, & STREETS): 2.4 RESIDENTIAL PER ACRE
NET DENSITY (EXCLUDES TRACTS & STREETS): 3.4 RESIDENTIAL PER ACRE

G:\Cedar Falls\Copperstone\DWG\Rezoning Plat-02\ Zoning Plat.dwg

REVISIONS			
	DATE	BY	DATE BY
DRAWN BY:	Aaron	DATE	BY
DATE:	3/29/2005	4/20/05	Aaron
CHECKED		5/9/05	Aaron
APPROVED		5/18/05	Aaron

SHOFF CONSULTING ENGINEERS
Civil • Environmental • Transportation • Land Surveying
Cedar Falls, Iowa
319-266-0258

Copperstone
Cedar Falls, Iowa

Zoning Plat

A-1

WILD HORSE RIDGE PRELIMINARY PLAT

(FORMERLY COPPERSTONE)

CEDAR FALLS, IOWA

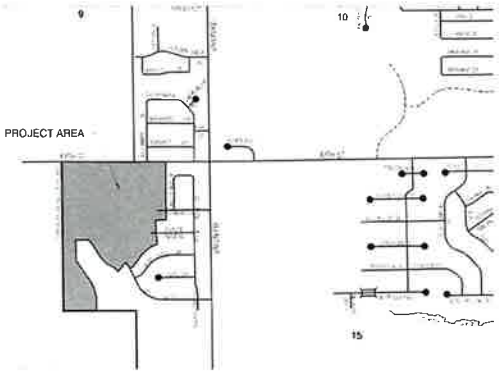
AUGUST 2021

LEGEND

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "C" AND PARCEL "D" RECORDED IN DOCUMENT #2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, EXCEPT THAT PART OF PARCEL "D" KNOWN AS WILD HORSE RIDGE THIRD ADDITION RECORDED IN DOCUMENT #2018-00007259 AND EXCEPT WILD HORSE RIDGE FOURTH ADDITION RECORDED IN DOCUMENT #2020-00008475, CONTAINING 68.84 ACRES SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



VICINITY MAP
NOT TO SCALE

OWNERS OF RECORD

MIDWEST DEVELOPMENT CO
411 FIRST AVENUE SE
CEDAR RAPIDS, IA

FLOOD ZONE

(ZONE X)
PANEL # 19013C0145F AND
PANEL # 19013C0160F
EFFECTIVE DATE: JULY 18, 2011

SETBACK DATA

FRONT YARD = 25 FT
REAR YARD = 30 FT
SIDE YARD* = 5 FT (*)EXCEPT AS NOTED

*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP PROPERTY LINES RATHER THAN PLATTED LOT LINES

SURVEY LEGEND

- GOVERNMENT CORNER MONUMENT FOUND
- GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ ORANGE PLASTIC ID CAP #22634
- PARCEL OR LOT CORNER MONUMENT FOUND AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #22634
- ( ) RECORDED AS

BENCHMARK:

AERIAL SERVICES GPS CONTROL MONUMENT #03 ON THE WEST SIDE OF UNION ROAD. DOCUMENT 2008-21274 (BOOK 29 PAGE 63)
ELEVATION = 975.45

SURVEYOR AND ENGINEER

TRAVIS R. STEWART, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
(319) 266-0258

ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO
411 FIRST AVENUE SE
CEDAR RAPIDS, IA

RESTRICTIONS

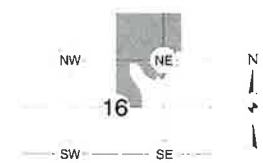
(SEE DEED OF DEDICATION)

CLOSURE:

ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE



TOWNSHIP 89 NORTH,
RANGE 14 WEST

ADAM C. DATERS LICENSED 19579 IOWA PROFESSIONAL ENGINEER

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature Date
Adam C. Daters, PE
Iowa License Number 19579
My license renewal date is December 31, 2022

Pages or sheets covered by this seal

TRAVIS R. STEWART LICENSED 17162 IOWA PROFESSIONAL LAND SURVEYOR

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.

Signature Date
Travis R. Stewart, PLS
Iowa License Number 17162
My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal

CGA

WILD HORSE RIDGE
CEDAR FALLS, IOWA

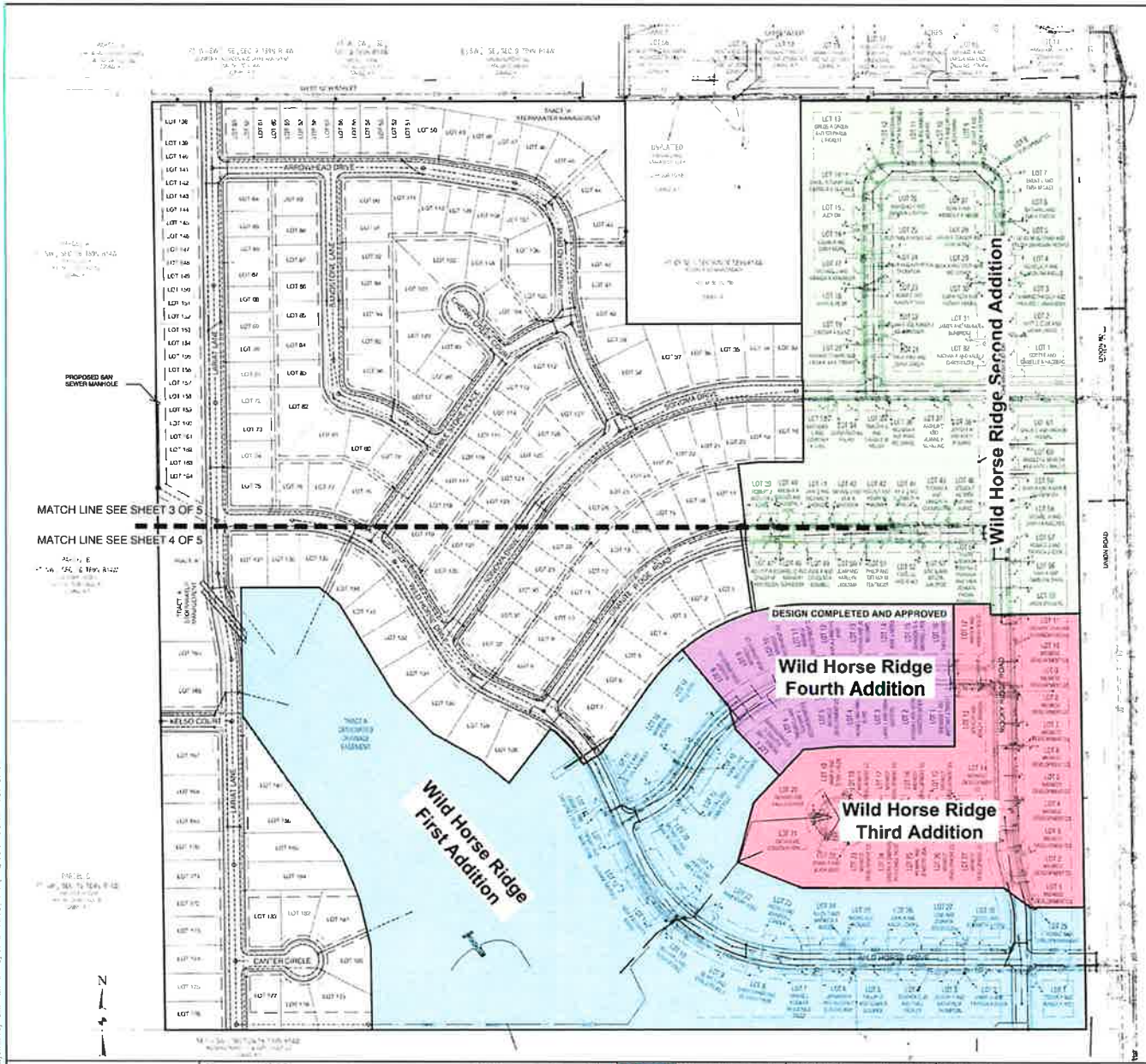
PRELIMINARY PLAT

EXHIBIT B

WILD HORSE RIDGE PRELIMINARY PLAT

CEDAR FALLS, IA

AUGUST 2021



TRACTS

A. STORMWATER MANAGEMENT

B. STREET RIGHT OF WAY

LOT FRONTAGE AT BUILDING SETBACK FOR IRREGULAR SHAPED LOTS		LOT FRONTAGE AT BUILDING SETBACK FOR IRREGULAR SHAPED LOTS	
LOT NUMBER	CHORD DISTANCE (FT.)	LOT NUMBER	CHORD DISTANCE (FT.)
1	118.46	79	100.00
2	96.16	80	117.98
3	96.16	81	73.53
4	93.77	82	71.60
7	111.12	96	100.35
8	103.21	97	95.00
11	78.19	99	90.25
12	75.72	100	71.78
13	75.20	101	71.66
14	77.59	102	72.25
15	78.72	103	71.43
16	79.44	104	108.69
17	78.82	105	151.35
19	78.66	106	113.25
20	81.89	107	121.66
21	81.89	108	78.50
22	81.89	109	77.61
23	81.89	110	82.13
24	81.89	111	82.95
25	81.89	112	142.68
26	81.89	113	87.65
27	79.54	119	131.26
32	114.12	120	157.21
34	77.74	124	75.73
35	77.43	125	77.52
36	77.43	126	77.52
37	77.43	127	94.07
38	140.14	128	125.80
39	93.09	129	104.02
40	89.51	130	102.46
41	74.09	131	103.66
43	79.06	133	112.18
44	87.60	134	132.17
45	84.23	135	131.65
46	70.20	137	110.05
49	71.77	165	117.59
50	71.77	178	84.40
51	37.54	179	71.87
76	87.87	180	73.25
77	83.33	181	71.85
78	108.45	182	85.12
		187	211.44

NOTE: ADJACENT PROPERTY OWNERS CURRENT AS OF AUGUST 9, 2021

CGA

WILD HORSE RIDGE
CEDAR FALLS, IOWA

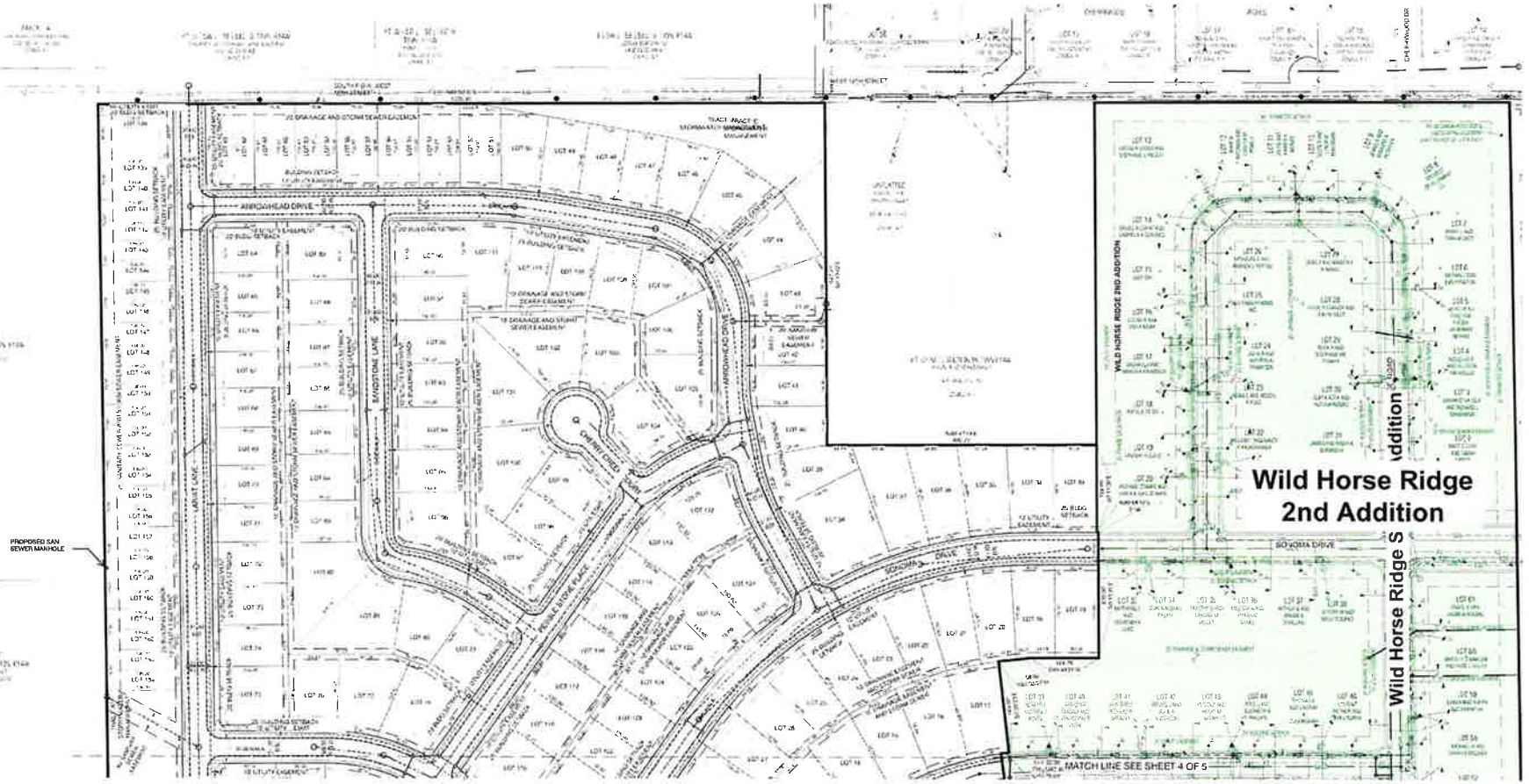
PRELIMINARY PLAT

Item 27.

WILD HORSE RIDGE ADDITION

PRELIMINARY PLAT

CEDAR FALLS, IA
AUGUST 2021



CGA

WILDHORSE RIDGE FIFTH ADDITION
CEDAR FALLS, IOWA

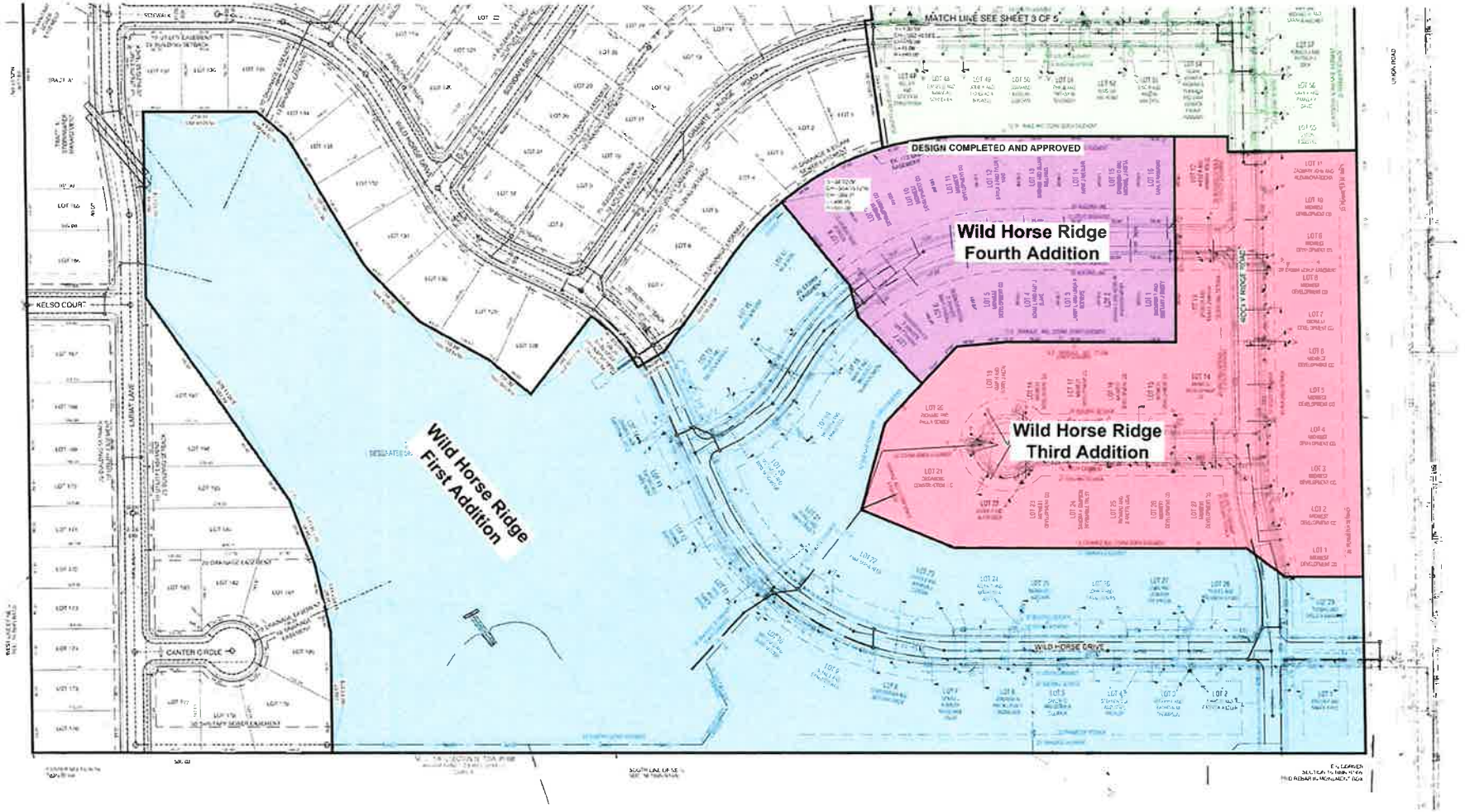
PRELIMINARY PLAT

EXHIBIT B

WILD HORSE RIDGE ADDITION

PRELIMINARY PLAT

CEDAR FALLS, IA
AUGUST 2021



CGA

WILDHORSE RIDGE FIFTH ADDITION
CEDAR FALLS, IOWA

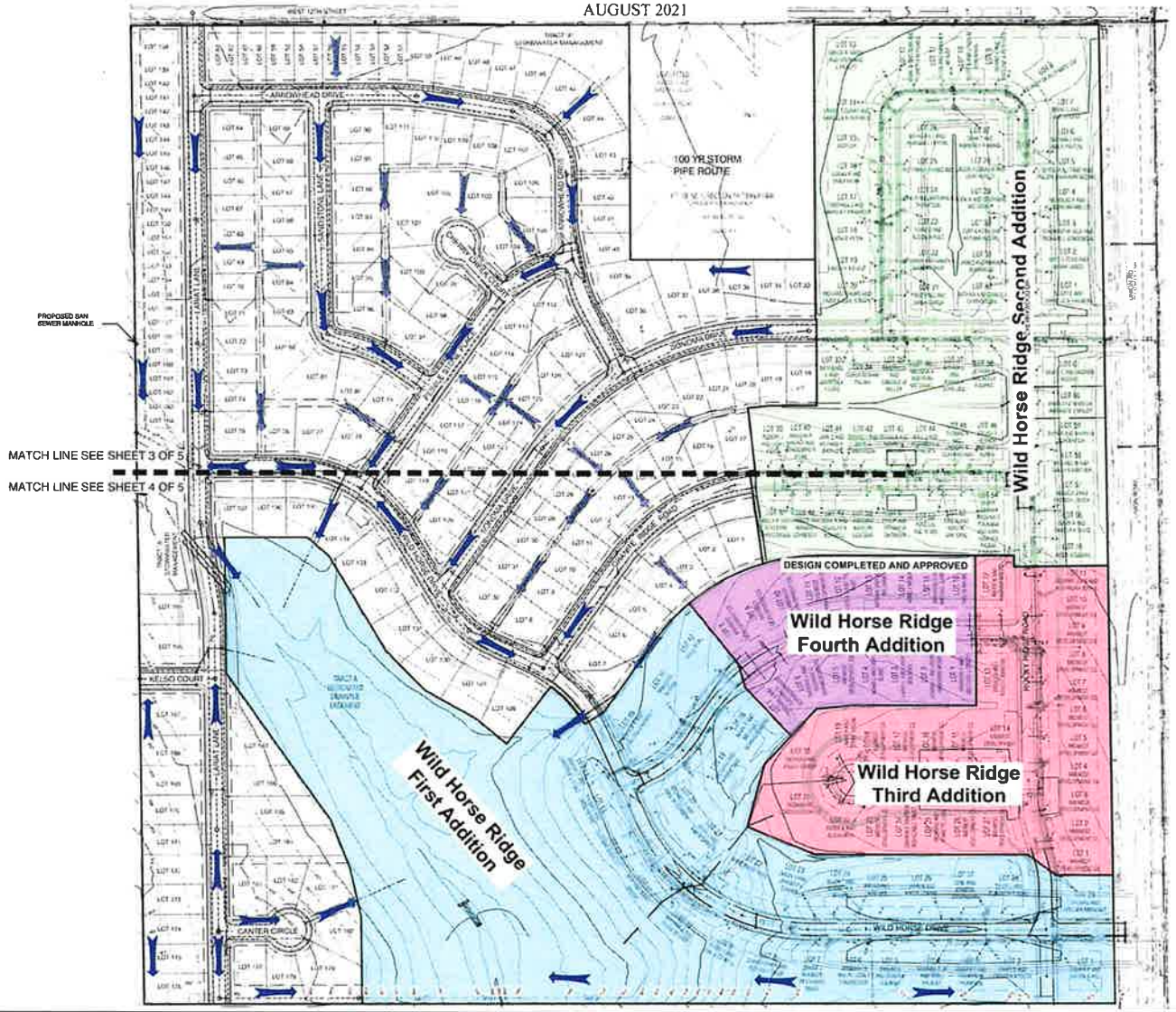
PRELIMINARY PLAT

EXHIBIT B

WILD HORSE RIDGE

PRELIMINARY PLAT - STORMWATER FLOW

CEDAR FALLS, IA
AUGUST 2021



N

GRADING NOTES

THE EXTENT OF TOPOGRAPHIC CHANGES SHALL CONSIST OF TRACT "A" ROADWAY GRADING, TRACTS "B", "C", AND "D" STORMWATER MANAGEMENT, LOT GRADING, AND SWALE GRADING THROUGHOUT LOTS

CGA	WILD HORSE RIDGE CEDAR FALLS, IOWA	PRELIMINARY PLAT - STORMWATER FLOW	PROJECT NO 5674	SHEET

EXHIBIT B

EXHIBIT C

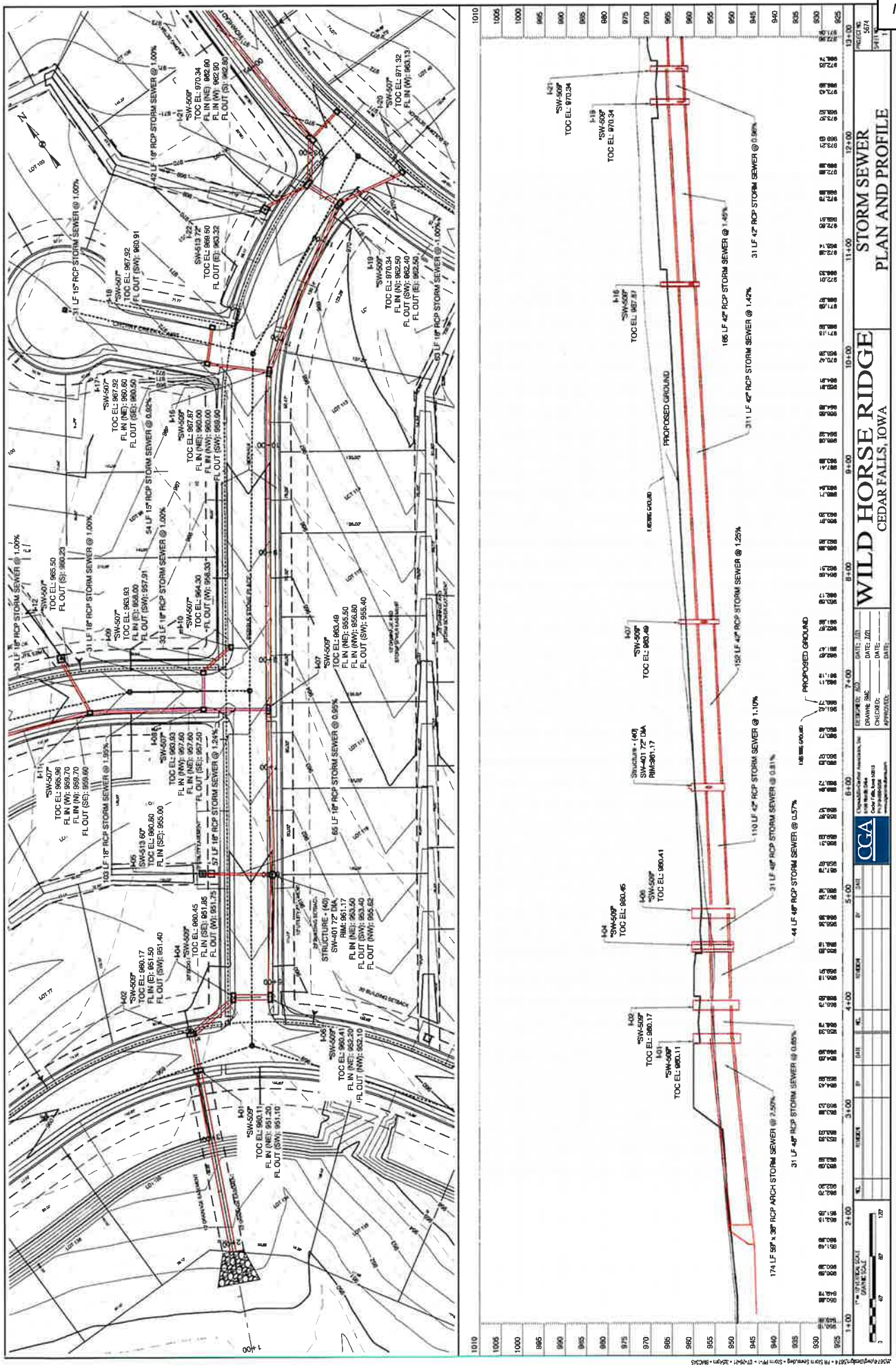

WILD HORSE RIDGE
CEDAR FALLS, IOWA
STORM SEWER
PLAN AND PROFILE
CGA
PROPOSED GROUND
EXISTING GROUND
174 LF 59" x 38" RCP ARCH STORM SEWER @ 0.65%
31 LF 48" RCP STORM SEWER @ 0.57%
44 LF 48" RCP STORM SEWER @ 0.57%
110 LF 42" RCP STORM SEWER @ 0.81%
152 LF 42" RCP STORM SEWER @ 1.10%
311 LF 42" RCP STORM SEWER @ 1.25%
185 LF 42" RCP STORM SEWER @ 1.42%
31 LF 42" RCP STORM SEWER @ 1.45%
65 LF 18" RCP STORM SEWER @ 0.95%
57 LF 18" RCP STORM SEWER @ 1.24%
103 LF 18" RCP STORM SEWER @ 1.95%
31 LF 18" RCP STORM SEWER @ 1.00%
54 LF 18" RCP STORM SEWER @ 1.00%
33 LF 18" RCP STORM SEWER @ 1.00%
42 LF 18" RCP STORM SEWER @ 1.00%
31 LF 15" RCP STORM SEWER @ 1.00%
63 LF 18" RCP STORM SEWER @ 0.82%
STRUCTURE - (40)
SW-401 72" DIA
RIM=961.17
STRUCTURE - (45)
SW-401 72" DIA
RIM=961.17

EXHIBIT C

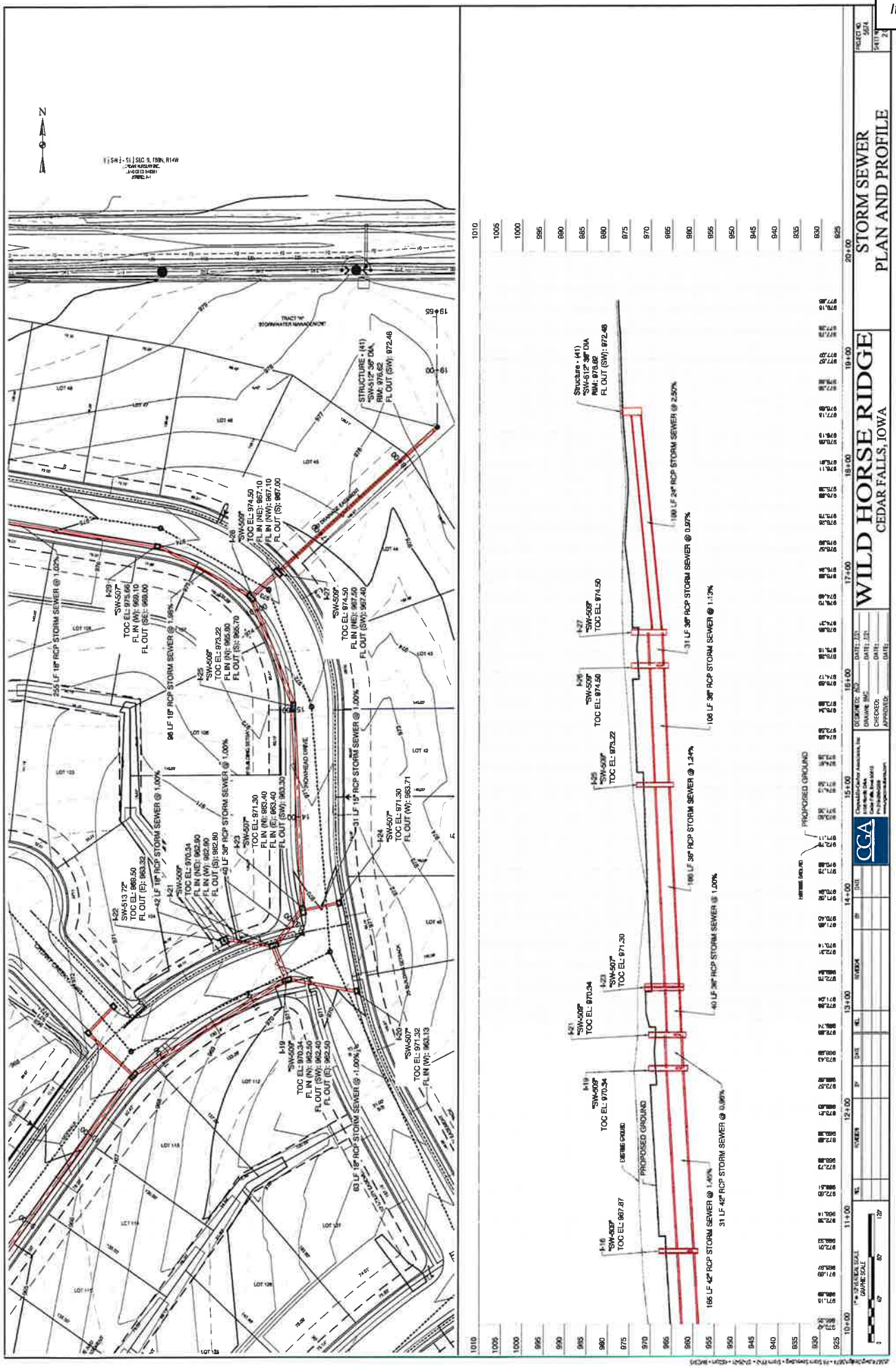

WILD HORSE RIDGE
CEDAR FALLS, IOWA
STORM SEWER
PLAN AND PROFILE
CGA
PROPOSED GROUND
Structure - (41)
"SW-512" 36" DIA
RIM: 976.62
FL OUT (SW): 972.48
31 LF 36" RCP STORM SEWER @ 0.97%
106 LF 36" RCP STORM SEWER @ 1.13%
186 LF 36" RCP STORM SEWER @ 1.24%
40 LF 36" RCP STORM SEWER @ 1.00%
31 LF 42" RCP STORM SEWER @ 0.96%
165 LF 42" RCP STORM SEWER @ 1.45%
255 LF 18" RCP STORM SEWER @ 1.02%
96 LF 18" RCP STORM SEWER @ 1.98%
42 LF 18" RCP STORM SEWER @ 1.00%
40 LF 36" RCP STORM SEWER @ 1.00%
31 LF 15" RCP STORM SEWER @ 1.00%
63 LF 18" RCP STORM SEWER @ -1.00%
TRACT "A"
STORMWATER MANAGEMENT

EXHIBIT D

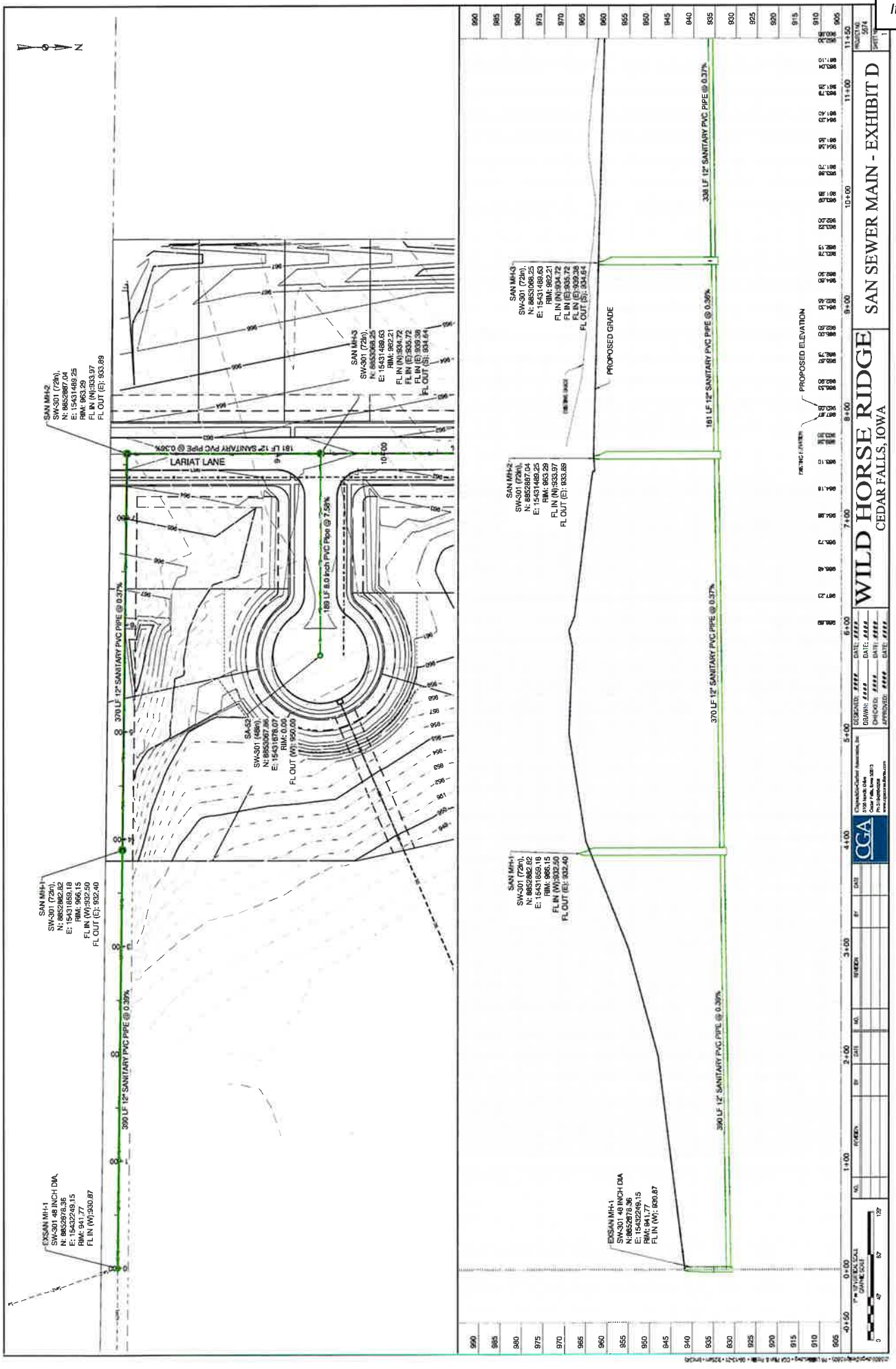

WILD HORSE RIDGE
CEDAR FALLS, IOWA
SAN SEWER MAIN - EXHIBIT D
LARIAT LANE
PROPOSED GRADE
PROPOSED ELEVATION
370 LF 12" SANITARY PVC PIPE @ 0.37%
390 LF 12" SANITARY PVC PIPE @ 0.39%
161 LF 12" SANITARY PVC PIPE @ 0.36%
338 LF 12" SANITARY PVC PIPE @ 0.37%
SAN MH-1
SW-301 (72in),
N: 8852882.82
E: 15431859.18
RIM: 966.15
FL IN (W):932.50
FL OUT (E): 932.40
SAN MH-2
SW-301 (72in),
N: 8852887.04
E: 15431489.25
RIM: 963.29
FL IN (N):933.97
FL OUT (E): 933.89
SAN MH-3
SW-301 (72in),
N: 8853068.25
E: 15431489.63
RIM: 982.21
FL IN (N):934.72
FL IN (E):935.72
FL IN (E):939.38
FL OUT (S): 934.64
SA-52
SW-301 (48in),
N: 8853067.86
E: 15431878.07
RIM: 0.00
FL OUT (W): 950.00
EXSAN MH-1
SW-301 48 INCH DIA,
N: 8852878.36
E: 15432249.15
RIM: 941.77
FL IN (W):930.87

EXHIBIT D

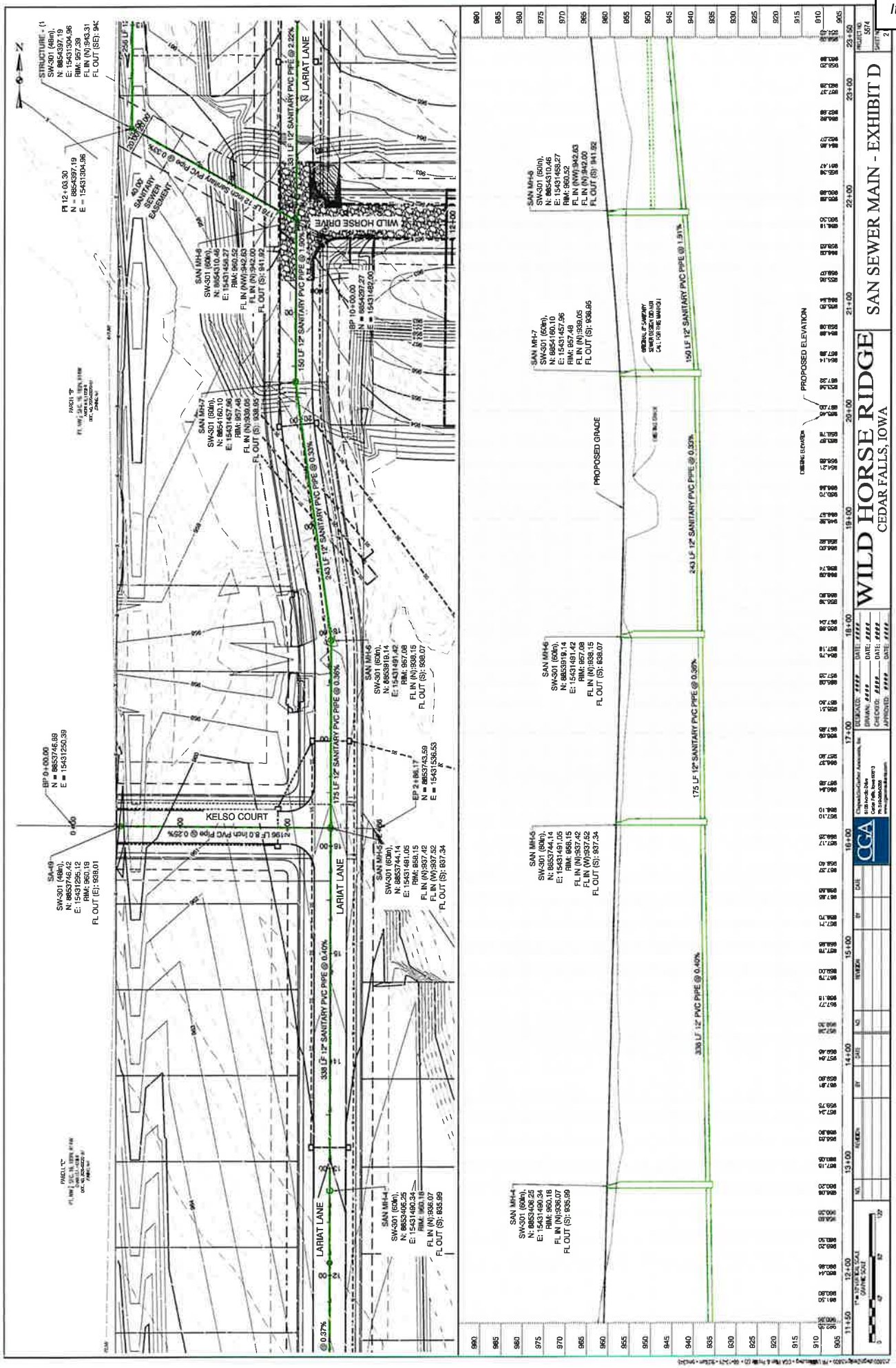

WILD HORSE RIDGE
CEDAR FALLS, IOWA
SAN SEWER MAIN - EXHIBIT D
KELSO COURT
LARIAT LANE
WILD HORSE DRIVE
PROPOSED GRADE
PROPOSED ELEVATION
336 LF 12" PVC PIPE @ 0.40%
175 LF 12" SANITARY PVC PIPE @ 0.36%
243 LF 12" SANITARY PVC PIPE @ 0.33%
150 LF 12" SANITARY PVC PIPE @ 1.91%
331 LF 12" SANITARY PVC PIPE @ 2.22%
256 LF 12" SANITARY PVC PIPE @ 0.37%
196 LF 8.0 Inch PVC Pipe @ 0.25%
40.00' SANITARY SEWER EASEMENT
SAN MH-1
SAN MH-2
SAN MH-3
SAN MH-4
SAN MH-5
SAN MH-6
SAN MH-7
SAN MH-8
STRUCTURE - (1
SW-301 (48in).
N: 8854397.19
E: 1543130.96
RIM: 957.39
FL IN (N):943.31
FL OUT (SE): 94
PI 12+03.30
N = 8854397.19
E = 1543130.96
BP 0+00.00
N = 8853746.89
E = 1543125.39
EP 2+86.17
N = 8853743.59
E = 1543136.53
BP 10+00.00
N = 8854397.27
E = 1543148.00
SA-49
SW-301 (48in).
N: 8853746.42
E: 1543129.12
RIM: 960.19
FL OUT (E): 938.01
SAN MH-1
SW-301 (60in).
N: 8853406.25
E: 1543149.34
RIM: 960.18
FL IN (N):936.07
FL OUT (S): 935.99
SAN MH-2
SW-301 (60in).
N: 8853744.14
E: 1543149.05
RIM: 958.15
FL IN (N):937.42
FL IN (W):937.52
FL OUT (S): 937.34
SAN MH-3
SW-301 (60in).
N: 8853744.14
E: 1543149.05
RIM: 957.42
FL IN (N):937.52
FL IN (W):937.42
FL OUT (S): 937.34
SAN MH-4
SW-301 (60in).
N: 8853406.25
E: 1543149.34
RIM: 960.18
FL IN (N):936.07
FL OUT (S): 935.99
SAN MH-5
SW-301 (60in).
N: 8853744.14
E: 1543149.05
RIM: 957.08
FL IN (N):938.15
FL OUT (S): 938.07
SAN MH-6
SW-301 (60in).
N: 8853918.14
E: 1543149.42
RIM: 957.08
FL IN (N):938.15
FL OUT (S): 938.07
SAN MH-7
SW-301 (60in).
N: 8854160.10
E: 1543149.27
RIM: 957.48
FL IN (N):939.05
FL OUT (S): 938.85
SAN MH-8
SW-301 (60in).
N: 8854310.46
E: 1543148.27
RIM: 960.52
FL IN (NW):942.83
FL IN (N):942.00
FL OUT (S): 941.92
CGA
Chapa&DeGarber Associates, Inc.
8128 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319.266.0033
www.cgaiowa.com
DESIGNED: ####
DRAWN: ####
CHECKED: ####
APPROVED: ####
DATE: ####
PROJECT NO. 5674
SHEET NO. 2

EXHIBIT D

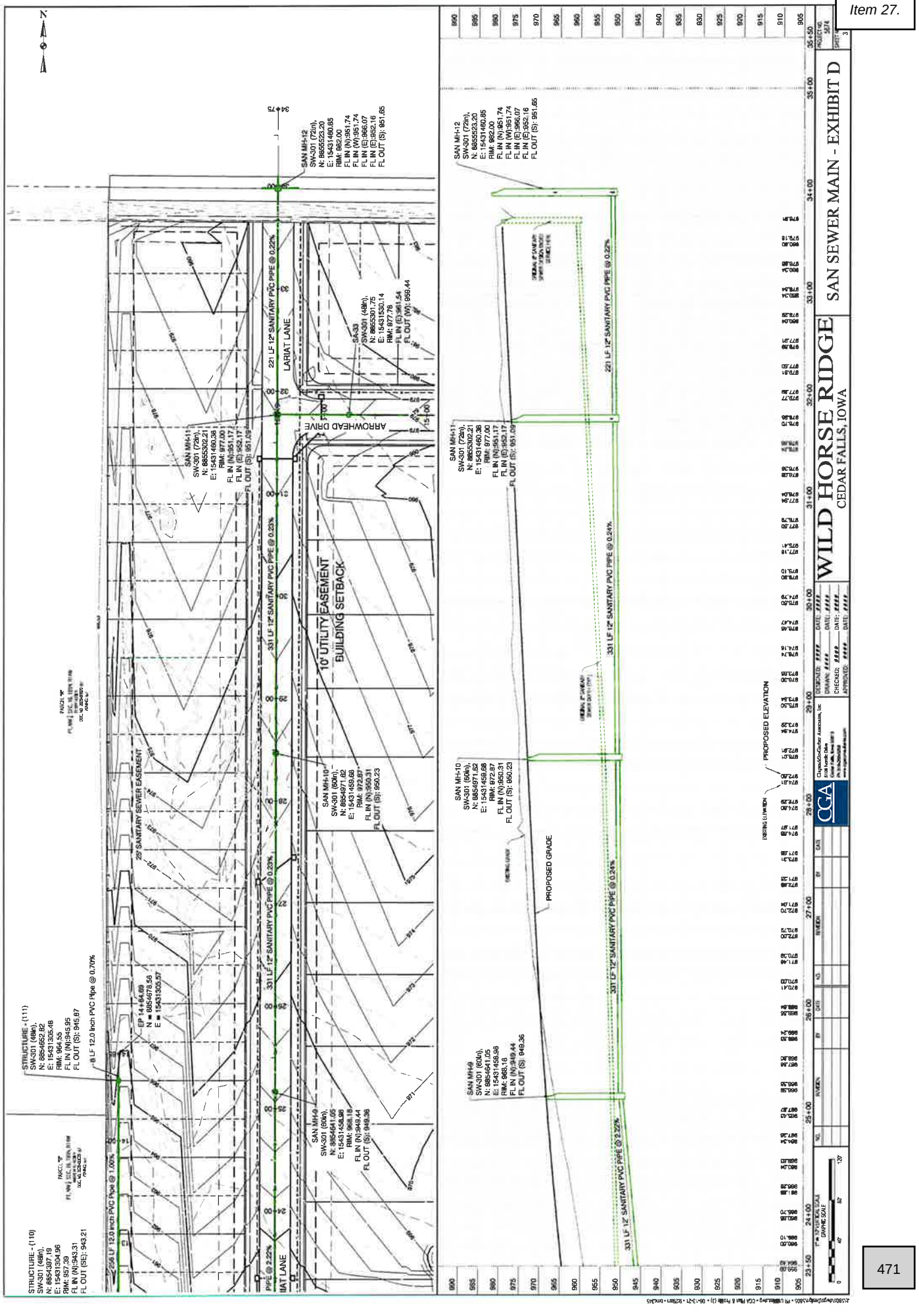
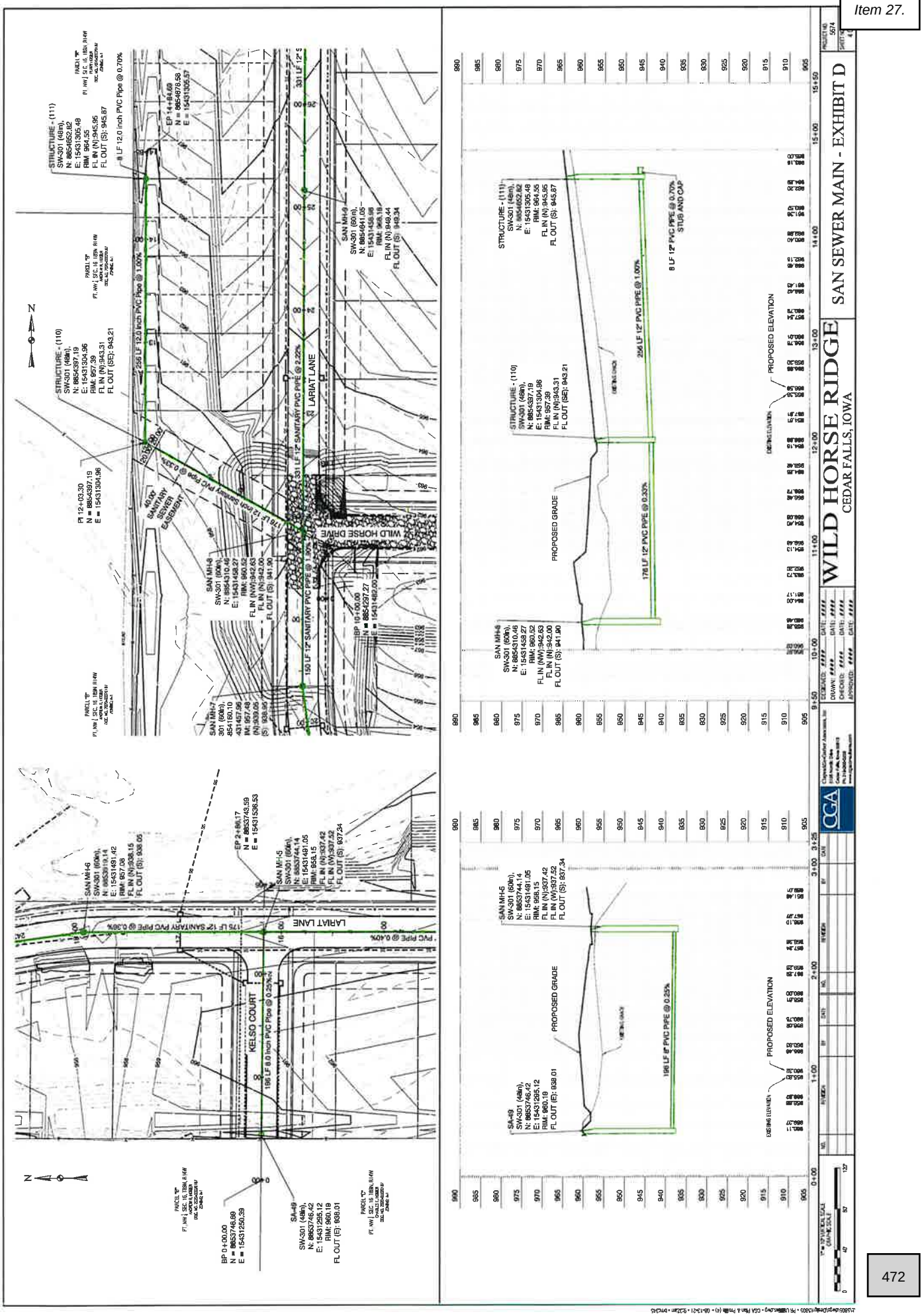

WILD HORSE RIDGE
CEDAR FALLS, IOWA
SAN SEWER MAIN - EXHIBIT D
LARIAT LANE
ARROWHEAD DRIVE
10' UTILITY EASEMENT
BUILDING SETBACK
25' SANITARY SEWER EASEMENT
PROPOSED GRADE
PROPOSED ELEVATION
221 LF 12" SANITARY PVC PIPE @ 0.22%
331 LF 12" SANITARY PVC PIPE @ 0.23%
331 LF 12" SANITARY PVC PIPE @ 0.24%
331 LF 12" SANITARY PVC PIPE @ 2.22%
8 LF 12.0 inch PVC Pipe @ 0.70%
256 LF 12.0 inch PVC Pipe @ 1.00%
CGA

EXHIBIT D


WILD HORSE RIDGE
CEDAR FALLS, IOWA
SAN SEWER MAIN - EXHIBIT D
LARIAT LANE
WILD HORSE DRIVE
KELSO COURT
PROPOSED GRADE
PROPOSED ELEVATION
256 LF 12" PVC PIPE @ 1.00%
176 LF 12" PVC PIPE @ 0.33%
196 LF 8" PVC PIPE @ 0.25%
8 LF 12" PVC PIPE @ 0.70% STUB AND CAP
CGA

Engineer's Tabulation of Utility Upsizing - EXHIBIT E

Project: Wild Horse Ridge

Location: Cedar Falls, Iowa

SANITARY SEWER PIPE TABULATION

ITEM #	PIPE NAME	DESCRIPTION	Original Size (Inches)	Original Pipe Length (Feet)	Original Pipe Depth Avg. (Feet)	ORIGINAL UNIT COST	UPSIZED DESCTRIPTION	Upsized Size (Inches)	Upsized Pipe Length (Feet)	Pipe Depth Avg. (Feet)	UPSIZED UNIT COST
1	SanP-1	Sanitary Sewer PVC Pipe	8	390	-		Sanitary Sewer PVC Pipe	12	390	-	
2	SanP-2	Sanitary Sewer PVC Pipe	8	370	-		Sanitary Sewer PVC Pipe	12	370	-	
3	SanP-3	Sanitary Sewer PVC Pipe	8	181	-		Sanitary Sewer PVC Pipe	12	181	-	
4	SanP-4	Sanitary Sewer PVC Pipe	8	338	-		Sanitary Sewer PVC Pipe	12	338	-	
5	SanP-5	Sanitary Sewer PVC Pipe	8	338	-		Sanitary Sewer PVC Pipe	12	338	-	
6	SanP-6	Sanitary Sewer PVC Pipe	8	175	-		Sanitary Sewer PVC Pipe	12	175	-	
7	SanP-7	Sanitary Sewer PVC Pipe	8	243	-		Sanitary Sewer PVC Pipe	12	243	-	
8	SanP-8	Sanitary Sewer PVC Pipe	8	150	-		Sanitary Sewer PVC Pipe	12	150	-	
9	SanP-9	Sanitary Sewer PVC Pipe	8	331	13.8		Sanitary Sewer PVC Pipe	12	331	18.0	
10	SanP-10	Sanitary Sewer PVC Pipe	8	331	16.7		Sanitary Sewer PVC Pipe	12	331	20.5	
11	SanP-11	Sanitary Sewer PVC Pipe	8	331	16.9		Sanitary Sewer PVC Pipe	12	331	24.7	
12	SanP-12	Sanitary Sewer PVC Pipe	8	221	17.1		Sanitary Sewer PVC Pipe	12	221	25.6	
13	SanP-13	N/A	-	-	-		Sanitary Sewer PVC Pipe	12	190	16.0	

SANITARY SEWER STRUCTURE TABULATION

ITEM #	STRUCTURE NAME	DESCRIPTION	Original Size (Inches)	Original Structure Depth (Feet)	ORIGINAL UNIT COST		UPSIZED DESCTRIPTION	Upsized Size (Inches)	Upsized Structure Depth (Feet)	MANHOLE STEPS REQUIRED / DEPTH 20' OR GREATER	UPSIZED UNIT COST
14	EXSANMH-1	Existing San Structure	48"				Core Drill into EX SW-301	48"			
15	SAN MH-1	SW-301	60"	-			SW-301	60"	-		
16	SAN MH-2	SW-301	72"	-			SW-301	72"	-		
17	SAN MH-3	SW-301	72"	-			SW-301	72"	-		
18	SAN MH-4	SW-301	60"	-			SW-301	60"	-		
19	SAN MH-5	SW-301	60"	-			SW-301	60"	-		
20	SAN MH-6	SW-301	60"	-			SW-301	60"	-		
21	SAN MH-7	SW-301	60"	-			SW-301	60"	-		
22	SAN MH-8	SW-301	60"	18.1 w/ 8" dia. X 7' H. exterior drop unit			SW-301	60"	18.1		
23	SAN MH-9	SW-301	60"	16.5			SW-301	60"	19.9	X	
24	SAN MH-10	SW-301	60"	16.9			SW-301	60"	23.0	X	
25	SAN MH-11	SW-301	60"	16.8			SW-301	72"	26.4	X	
26	SAN MH-12	SW-301	60"	17.3			SW-301	72"	28.1	X	

STORM SEWER PIPE TABULATION

ITEM #	PIPE NAME	DESCRIPTION	Original Size (Inches)	Original Pipe Length (Feet)	ORIGINAL UNIT COST		UPSIZED DESCTRIPTION	Upsized Size (Inches)	Upsized Pipe Length (Feet)	UPSIZED UNIT COST
27	P-01	RCP STORM SEWER	36	239			RCP STORM SEWER	48	239	
28	P-04	RCP STORM SEWER	36	388.5			RCP STORM SEWER	48	388.5	
29	P-07	RCP STORM SEWER	30	81			RCP STORM SEWER	36	81	
30	P-08	RCP STORM SEWER	30	217			RCP STORM SEWER	36	217	
31	P-09	RCP STORM SEWER	30	31			RCP STORM SEWER	36	31	
32	P-10	RCP STORM SEWER	30	47			RCP STORM SEWER	36	47	
33	P-11	RCP STORM SEWER	18	31			RCP STORM SEWER	15	31	
34	P-12	RCP STORM SEWER	24	216			RCP STORM SEWER	36	216	
35	P-13	RCP STORM SEWER	18	58			RCP STORM SEWER	24	58	
36	P-15	RCP STORM SEWER	18	268			RCP STORM SEWER	24	268	
37	P-17	RCP STORM SEWER	24	166			RCP STORM SEWER	36	166	
38	P-17(2)	RCP STORM SEWER	36	56			RCP STORM SEWER	48	56	
	Ex Union Rd	RCP STORM SEWER	18	343			RCP STORM SEWER	24	343	
	P-18	RCP STORM SEWER	18	76.5			RCP STORM SEWER	24	76.5	

EXHIBIT E

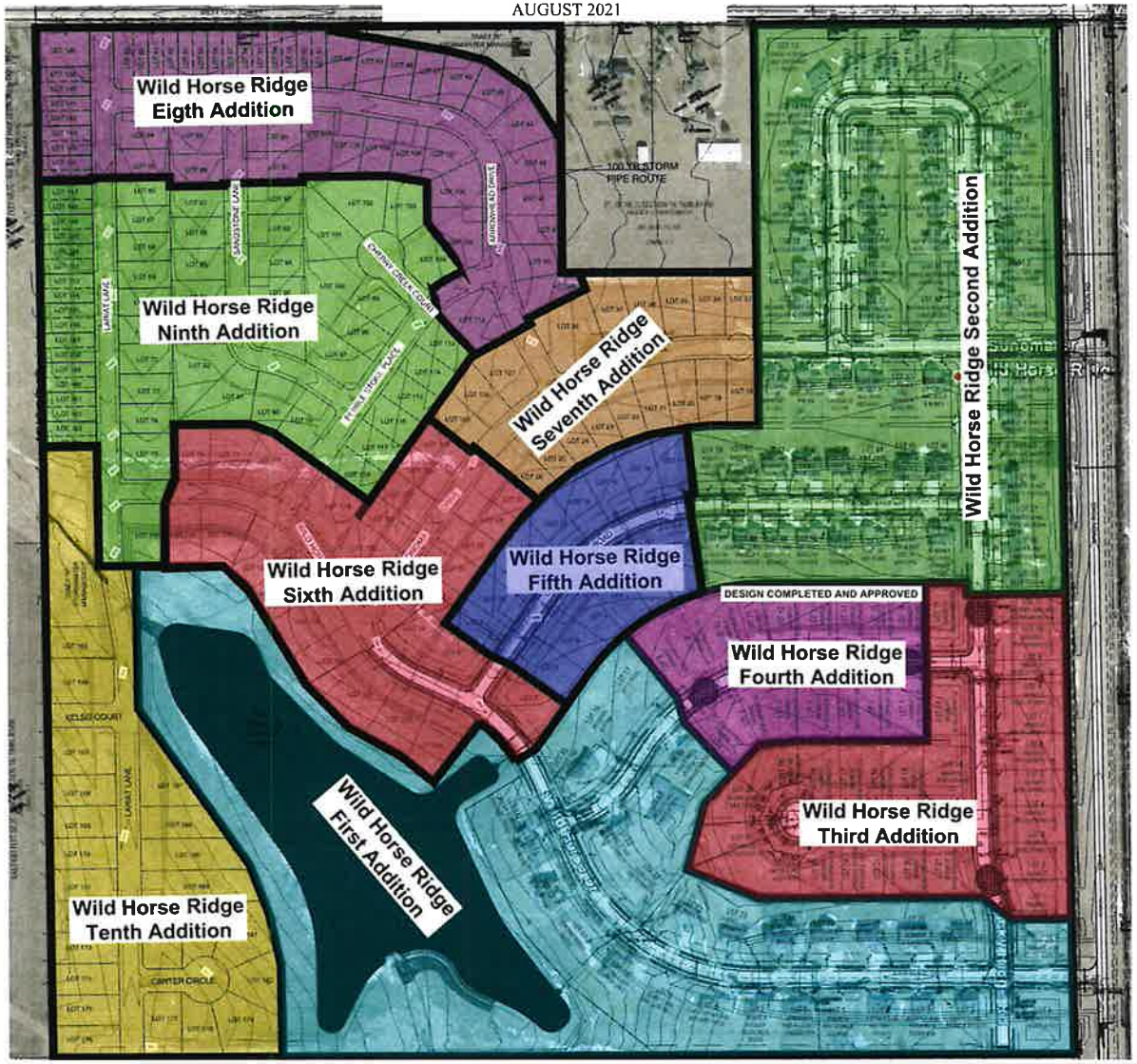
STORM SEWER STRUCTURE TABULATION					
ITEM #	STRUCTURE NAME	DESCRIPTION	ORIGINAL UNIT COST	UPSIZED DESCTRIPTION	UPSIZED UNIT COST
41	I-01	SW-507		9x4 Box SW-509	
42	I-02	SW-507		9x4 Box SW-509 Mod	
43	I-04	SW-507		9x4 Box SW-509 Mod	
44	I-06	SW-507		9x4 Box SW-509 Mod	
45	I-07	SW-507		9x4 Box SW-509 Mod	
46	I-16	SW-507		9x4 Box SW-509 Mod	
47	I-19	SW-507		9x4 Box SW-509 Mod	
48	I-21	SW-507		9x4 Box SW-509 Mod	
49	I-23	SW-507		9x4 Box SW-509 Mod	
50	I-25	SW-507		9x4 Box SW-509 Mod	
51	I-26	SW-507		9x4 Box SW-509 Mod	
52	I-27	SW-507		9x4 Box SW-509	

EXHIBIT E

WILD HORSE RIDGE

PHASING EXHIBIT

Cedar Falls, Iowa
AUGUST 2021



WILD HORSE RIDGE 5TH ADDITION
15 LOTS

WILD HORSE RIDGE 6TH ADDITION
26 LOTS

WILD HORSE RIDGE 7TH ADDITION
18 LOTS

WILD HORSE RIDGE 8TH ADDITION
48 LOTS TOTAL
26 SINGLE FAMILY HOMES
22 DUPLEX LOTS

WILD HORSE RIDGE 9TH ADDITION
57 LOTS
39 SINGLE FAMILY HOMES
18 DUPLEX LOTS

WILD HORSE RIDGE 10TH ADDITION
23 LOTS

TOTAL LOTS
187

EXHIBIT F

CGA

WILD HORSE RIDGE
CEDAR FALLS, IOWA

PHASING EXHIBIT

Five generations of home building pride

SKOGMAN HOMES

6/12/20

To: Homeowners of Wild Horse Ridge
Re: Revised Subdivision Preliminary Plat

Wild Horse Preliminary plat changes

To our Wild Horse neighbors,

I wanted to reach out in regards to the upcoming P and Z meeting and the revisions to our subdivision preliminary plat. As some of you may recall during the 3rd addition final platting meeting discussion was had about notification and updates as plats change. At that time we had just purchased the balance of the Wild Horse Subdivision and had minor changes. From that meeting it was decided that we would review the entire subdivision again and resubmit a new preliminary plat. We understand any time changes are made there is a sense of unknown and therefore concerns over any effect these changes may have on your property. We understand that for all of our neighbors in every price range that their home is the biggest investment that will be made. When we develop a community that consists of multiple styles of homes and price ranges, we understand that the single most important factor is curb appeal. Factors like make up of households with differing family sizes, style of homes available, and the overall appearance of the homes and pride shown are critical to a neighborhoods success. We can control some of that with development and building practices and the other is on our owners as neighbors and hopefully protected through the covenants. Understanding this, we have always made decisions that keep trends up to date, yards completed with landscape for full sod, and exterior siding and stone amenities when budgets allow. Doing this gives a neighborhood the best opportunity to maintain housing values. With that in mind we have completed the plat and revisions and comments from the city. It is intended at this time to go to P and Z on 6/24/20.

We hope that you as neighbors can understand the make up of a large plat can be difficult to predict. Especially in a large area like Wild Horse where we are looking at 9 phases. Our neighborhoods are always comprised of multiple price points for houses. The plat being submitted carries that same theory as was shown to the neighbors during the 3rd addition conversations. The only change is setting up for possible single family two unit homes along the Northwest boundary of the property. Knowing this change may happen from time to time we find it most important to group things as best as possible and provide subtle transitions

from one addition to another. One way is distancing the new product away from current owners. This provides like housing around, and the mixed housing would be further into the plat where all buyers understand what that addition is expected to be when purchasing and in a more isolated location. If you recall from the original plat duplex units were along Union Rd in the current third addition and we removed them as we felt that a better location could be found vs at the entry to the neighborhood and so close to custom homes.

Current market conditions are calling for a need in housing from $250,000 to $280,000. This is the range we are looking to assist with duplex units. This price range actually makes up 25% of our buyers. This is a very important price range. If you look in the community, homes ranging $250,000 to $600,000 and even higher exist together in neighborhoods throughout Cedar Falls and Iowa. We have proven our vision of the condos and single family can exist together in communities. Quail Ridge is a great example of this as we see great success of resale every year.

Closing I would like to make sure that all know that our company's goal is to continue its success in our area in developing neighborhoods that support continued sales of homes even after we are done building. We will do this through strong elevations, completed yards, with nice landscaping. As you know we don't let any home have the same color siding next door to each other. We are constantly looking to utilize new trends in exteriors from craftsman style with tapered columns and stone, to farm house with board and batten or shake, and most recently contemporary looks. This will continue in future additions.

I hope this answers any of your questions about future platting. We will also try to stay ahead of the neighbors with platting if changes are being made in order to try to have needed conversations prior to getting to the city. If you would like to discuss anything further please let me know by contacting me through email at kfittro@skogman.com or via phone at 319 493 0919. Have a great summer!! It is great to hear summer sounds with kids and neighbors outside enjoying our wonderful community. Stay safe and stay healthy.

Kevin Fittro
VP of Skogman Homes/Midwest Development

DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 31, 2021

SUBJECT: 2021 Street Patching Project
Project No. RS-000-3275
No bids received - 2nd Request for PS&E Approval

Monday, August 9th, 2021 at 10:00 a.m. was the date and time for bids to be received and opened for the 2021 Street Patching Project. Due to contractor workloads and inadequate staffing, no bids were received.

As a result, the Engineering Division recommends setting Monday, September 20th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Friday, September 24th, 2021 at 2:00 p.m. as the date and time for receiving and opening bids.

The Engineering Division also requests that the Notice to Bidders be published by September 10th, 2021. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on September 8th, 2021 allowing two (2) weeks of review before contract letting.

The 2021 Street Patching Project involves the construction of forty-six (46) utility patches on existing City streets. Work shall include roughly 644.32 SY removal and replacement of existing pavement; 118 ton of asphalt patches; 105 LF of concrete curb and gutter; subgrade preparation; and replacement of driveway approaches and pedestrian ramps.

The total estimated cost for the construction of this project is $288,409.85. The project will be funded by Cedar Falls Utilities.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, City Engineer
Chase Schrage, Director of Public Works

ENGINEER'S ESTIMATE					
2021 STREET PATCHING PROJECT					
RS-000-3275					
ITEM#	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
1	REMOVAL OF PAVEMENT	S.Y.	677.05	$ 30.00	$ 20,311.50
2	REMOVAL OF CURB & GUTTER	L.F.	92.64	$ 10.00	$ 926.40
3	REMOVAL OF DRIVEWAY	S.Y.	13.13	$ 80.00	$ 1,050.40
4	REMOVAL OF SIDEWALK	S.Y.	43.05	$ 13.00	$ 559.65
5	SAW CUTTING FOR REMOVALS	L.F.	2110.07	$ 15.00	$ 31,651.05
6	EXCAVATION, CLASS 10	C.Y.	214.73	$ 40.00	$ 8,589.20
7	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	53.1	$ 49.00	$ 2,601.90
8	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	39.84	$ 50.00	$ 1,992.00
9	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	11.3	$ 80.00	$ 904.00
10	MODIFIED SUBBASE	C.Y.	214.73	$ 65.00	$ 13,957.45
11	TOPSOIL, FURNISH & SPREAD	C.Y.	3.078	$ 95.00	$ 292.41
12	HYDRAULIC SEEDING	S.Y.	28.14	$ 30.00	$ 844.20
13	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	13.13	$ 115.00	$ 1,509.95
14	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	41.12	$ 85.00	$ 3,495.20
15	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	1.933	$ 275.00	$ 531.58
16	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	48	$ 1,000.00	$ 48,000.00
17	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	644.32	$ 150.00	$ 96,648.00
18	UTILITY PATCH, HMA (ST), PG58-28S	TONS	117.738	$ 120.00	$ 14,128.56
19	COMPACTION OF SUBGRADE	S.Y.	677.05	$ 8.00	$ 5,416.40
21	TRAFFIC CONTROL	L.S.	1	$ 35,000.00	$ 35,000.00
				TOTAL ESTIMATE	$ 288,409.85

PLAN SET NO.

CITY OF CEDAR FALLS, IOWA
BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE
2021 STREET PATCHING PROJECT
PROJECT NO. RS-000-3275

PREPARED BY THE CITY ENGINEERING SERVICES
DEPARTMENT OF PUBLIC WORKS
CITY OF CEDAR FALLS, IOWA
JULY, 2021

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

LEGEND

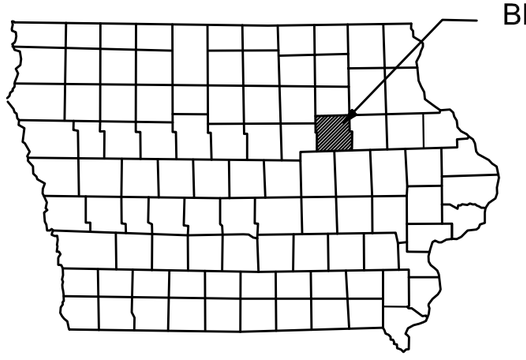
G — G	EXISTING GAS
W — W	EXISTING WATER
P	PROPOSED STORM SEWER
SS SP SS	PROPOSED SANITARY SEWER
SS — SS — SS	EXISTING SANITARY SEWER
S	SUBDRAIN
FO — FO	FIBER OPTIC
OHE — OHE — OHE	OVERHEAD ELECTRIC
RW	RIGHT OF WAY
E — E — E	ELECTRIC
C — C — C	COMMUNICATION
P/L	PROPERTY LINE
	LIGHT/UTILITY POLE
	HYDRANTS
	WATER / GAS VALVE
1	REMOVALS AS PER PLAN

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A.01 – A.02	TITLE SHEET, LOCATION MAP
B.01 – B.03	TYPICAL SECTIONS, DETAILS
C.01 – C.02	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01 – D.11	REPAIR LOCATIONS

2021 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
7010.101	4/21/20	JOINTS
7010.102	4/21/20	PCC CURB DETAILS
7010.103	4/21/20	MANHOLE BOXOUTS IN PCC PAVEMENT
7040.101	10/17/17	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	10/17/17	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
9040.102	10/17/17	FILTER SOCK



IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

ENGINEER'S CERTIFICATION

PROFESSIONAL ENGINEER — LICENSED — DAVID A. WICKE 25684 — IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: 07/14/2021
DAVID A. WICKE, P.E. IA. LIC. NO. 25684
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:
A.01–D.11

MAYOR
Robert Green

COUNCIL PERSONS
Mark Miller
Susan deBuhr
Daryl Kruse
Simon Harding
Frank Darrah
Dave Sires
Holly Dunn

DAVID A. WICKE, P.E.
CITY ENGINEER

CHASE SCHRAGE
DIRECTOR, PUBLIC WORKS

RONALD S. GAINES, P.E.
CITY ADMINISTRATOR

SHEET NO.	A.01	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	18				

2021 CFU STREET PATCHING PROJECT

TITLE SHEET

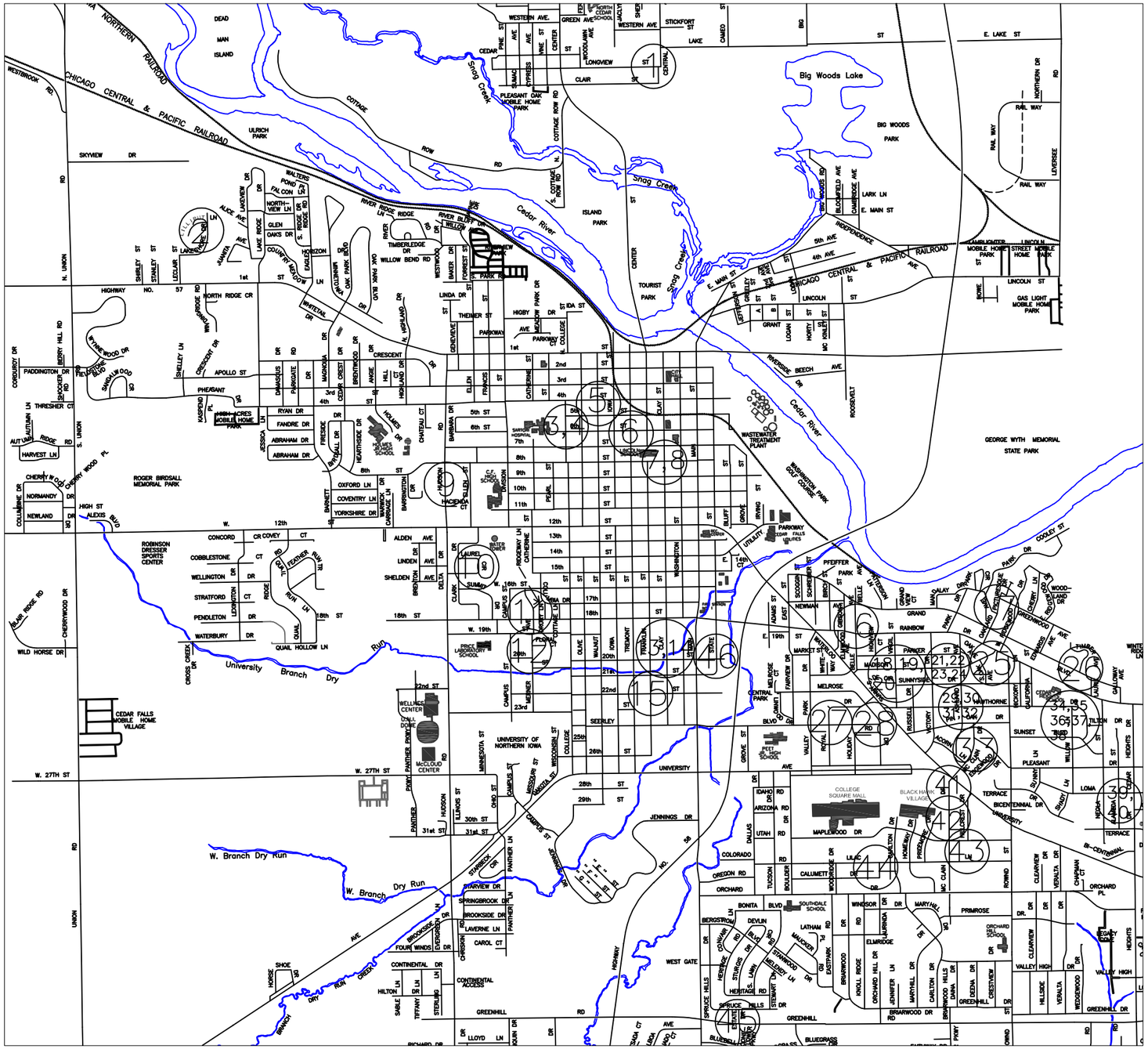
CEDAR FALLS IOWA — "OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8600

CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW
SHEET NO.	A.01
TOTAL SHEETS	18

Plot Date: July 15, 2021 – 11:19 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\Sheet A.02.dwg

LOCATION MAP



LOCATIONS

KEY OF LOCATIONS

LOCATION DESCRIPTION	LOCATION NO.	SHEET NO.
301 LONGVIEW STREET	1	D.01
1104 LAKESHORE DRIVE	2	D.01
510 COLLEGE STREET	3	D.01
510 COLLEGE STREET	4	D.01
504 WALNUT STREET	5	D.02
521 TREMONT STREET	6	D.02
803 CLAY STREET	7	D.02
803 CLAY STREET	8	D.02
1004 HUDSON ROAD	9	D.02
1422 LAUREL CIRCLE	10	D.03
1205 W 18TH STREET	11	D.03
1210 W 19TH STREET	12	D.03
1931 CLAY STREET	13	D.03
2009 CLAY STREET	14	D.04
503 W 22ND STREET	15	D.04
1819 BELLLE AVE	16	D.04
2025 OAKLAND AVE	17	D.04
1304 MADISON STREET	18	D.05
1304 MADISON STREET	19	D.05
1237 MADISON STREET	20	D.05
1604 MADISON STREET	21	D.05
2103 ASHLAND AVE	22	D.05
2103 ASHLAND AVE	23	D.05
2016 ASHLAND AVE	24	D.05
1825 MADISON STREET	25	D.06
2015 TIMBER DRIVE	26	D.06
828 E SEERLEY BLVD	27	D.06
1117 E SEERLEY BLVD	28	D.06
1804 HAWTHORNE	29	D.07
2405 ASHLAND AVE	30	D.07
1908 HAWTHORNE DRIVE	31	D.07
2421 ASHLAND AVE	32	D.07
2611 McCLAIN DRIVE	33	D.08
2407 WILLOW LANE	34	D.08
2408 WILLOW LANE	35	D.08
2406 SUNSET BLVD	36	D.08
2406 SUNSET BLVD	37	D.08
2422 SUNSET BLVD	38	D.09
2915 ALAMEDA STREET	39	D.09
3021 CEDAR HEIGHTS	40	D.09
2920 McCLAIN DRIVE	41	D.09
3025 McCLAIN DRIVE	42	D.10
1728 MAPLEWOOD DRIVE	43	D.10
1212 LILAC LANE	44	D.10
SW CORNER GREENHILL ROAD AND CONEFLOWER	45	D.10
1906 STATE STATE	46	D.11

SHEET NO.	A.02	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	18				

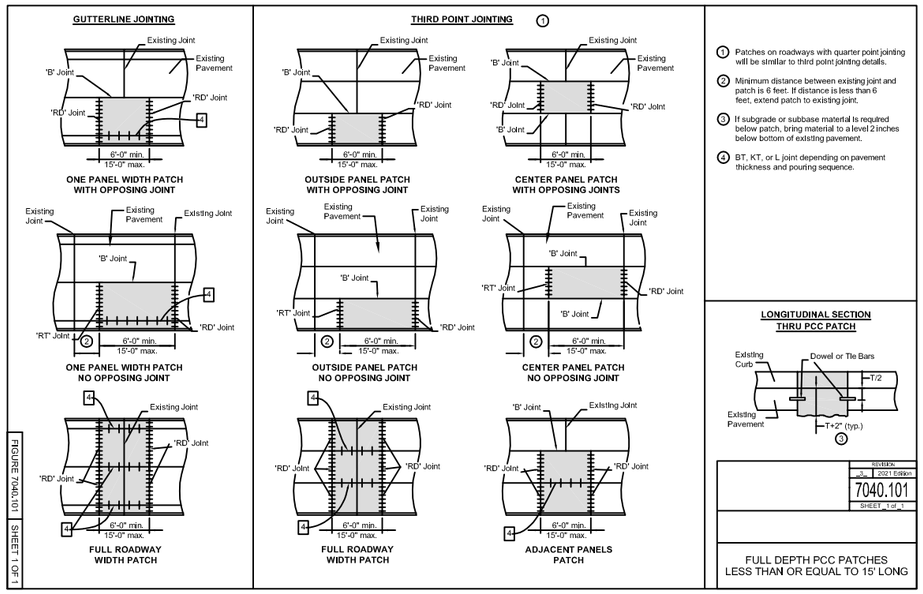
2021 CFU STREET PATCHING PROJECT

LOCATION MAP

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8600
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER		SHEET NO.	A.02
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Plot Date: July 15, 2021 - 11:28 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\Sheet A.02.dwg



1. Patches on roadways with quarter point jointing will be similar to third point jointing details.
2. Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
3. If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
4. BT, KT, or L joint depending on pavement thickness and pouring sequence.

LONGITUDINAL SECTION THRU PCC PATCH

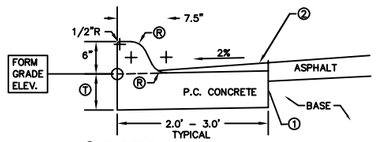
REVISION	
_n_	2021 Edition

7040.101

SHEET 1 OF 1

FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG

FIGURE 7040.101 SHEET 1 OF 1

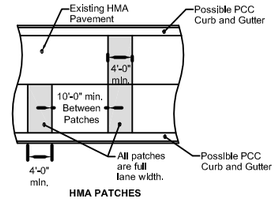


R 3" RADIUS
T THICKNESS SPECIFIED FOR PAVEMENT
1 PLACE "C" JOINT AT 15' CENTERS. SEE IDOT STANDARD ROAD PLAN PV-101.
2 PLACE 1 - 1.5" HMA LIFTS AND COMPACT HMA (ST) SURF., 1/2", NO FRIC.

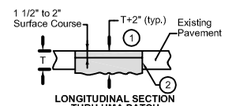
CURB AND GUTTER UNIT
(STANDARD CURB & GUTTER - ADJACENT TO A.C.C.)

NOT TO SCALE

DURING CONSTRUCTION OF NEW CURB AND GUTTER, THE AREA BETWEEN THE NEW GUTTER AND THE EXISTING ROADWAY SHALL BE FILLED WITH CONCRETE TO A LEVEL APPROXIMATELY 1.5" BELOW THE TOP OF CONCRETE OF THE NEW GUTTER SECTION. AS SHOWN ABOVE.
SPACE TO BE FILLED WITH HMA IN ONE 1.5" LIFTS, ALL LABOR AND MATERIALS INCIDENTAL TO UTILITY PATCH QUANTITY.



HMA PATCHES



LONGITUDINAL SECTION THRU HMA PATCH

1 If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

2 When removing pavement, saw to full depth or 10 inches, whichever is less.

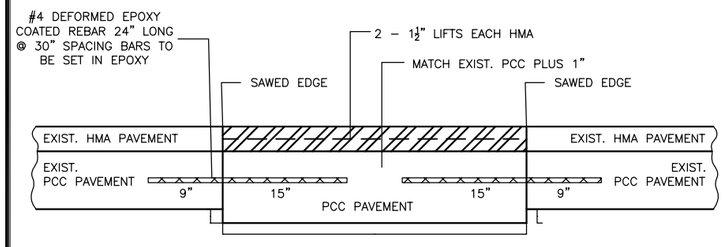
FIGURE 7040.103 SHEET 1 OF 1

REVISION	
2	10-17-17

7040.103

SHEET 1 of 1

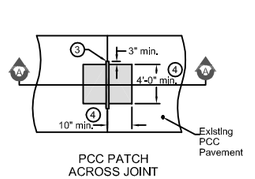
FULL DEPTH HMA PATCHES



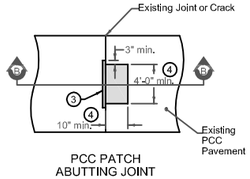
TYPICAL HMA/P.C.C. UTILITY PATCH

THE BID PRICE FOR "HMA/P.C.C. UTILITY PATCH" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

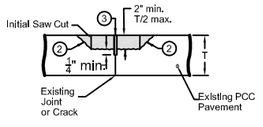
1. SAWING.
2. CLASS 10 EXCAVATION.
3. REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
4. COMPACTION OF SUBGRADE.
5. DRILLING HOLES & PLACEMENT OF EPOXY COATED REBAR.
6. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
7. HMA PAVEMENT, PLACED IN TWO 1 1/2" LIFTS AND COMPACTED. HMA STANDARD TRAFFIC, SURFACE, 1/2", NO FRIC.
8. ALL BARRICADES AND SAFETY FENCE.



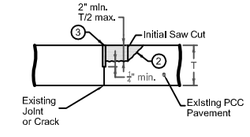
PCC PATCH ACROSS JOINT



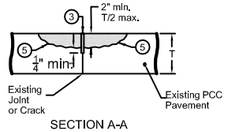
PCC PATCH ABUTTING JOINT



SECTION A-A
(Option 1: Sawed Edges)

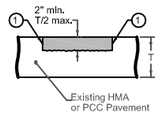


SECTION B-B



SECTION A-A
(Option 2: Milled Edges)

1. Vertical saw cut (typical). Apply tack coat to sides and bottom.
2. Taper the sides of the removal area 30 to 60 degrees from vertical. Apply cement grout to sides and bottom.
3. Saw and seal existing joint.
4. Extend patch limits at least 3 inches beyond distressed area.
5. When milled removal is allowed, sawed vertical edges are not required. Apply cement grout to milled area.



HMA PATCH

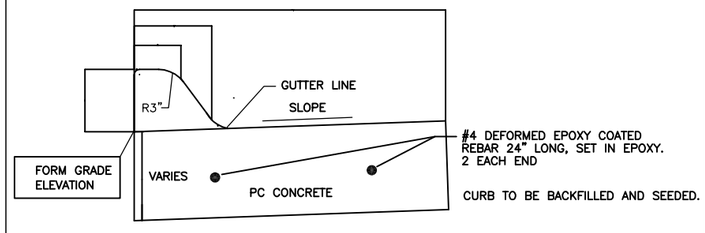
REVISION	
1	10-17-17

7040.104

SHEET 1 of 1

PARTIAL DEPTH PATCHES

FIGURE 7040.104 SHEET 1 OF 1



CURB AND GUTTER, P.C.C., CLASS "C"

SAW CONTROL JOINTS AS DIRECTED BY THE ENGINEER.

THE BID PRICE FOR "PLACE CURB AND GUTTER, 2.0 FT., P.C.C., CLASS "C"" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

1. SAWING - SAW NEW EDGE ON EXISTING CURB SECTION IF NECESSARY.
2. CLASS 10 EXCAVATION.
3. REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
4. COMPACTION OF SUBGRADE.
5. DRILLING HOLES AND PLACEMENT OF EPOXY COATED REBAR.
6. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
7. ALL BARRICADES AND SAFETY FENCE.

NO.	DATE	REVISION	INIT.

SHEET NO. B.01
TOTAL SHEETS 18

2021 CFU PATCHING PROJECT

TYPICAL DETAILS

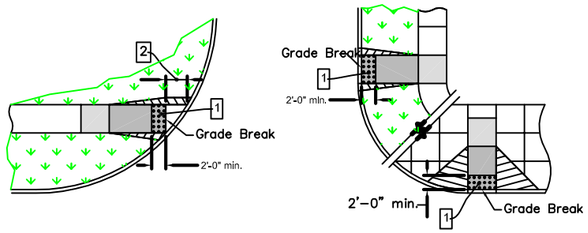
CEDAR FALLS IOWA "OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606

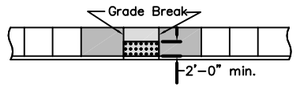
CITY PROJECT NUMBER RS-000-3275
DRAWN BY: BJA
CHECKED BY: DW

SHEET NO. B.01
TOTAL SHEETS 18

Plot Date: July 15, 2021 - 11:29 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg

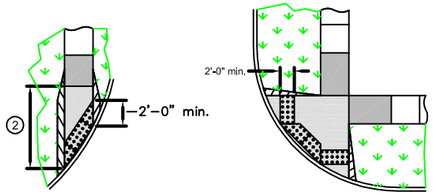


PERPENDICULAR RAMPS



Key

- Curb Ramp
- Turning Space
- Detectable Warning



PARALLEL RAMPS

Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.

(1) When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.

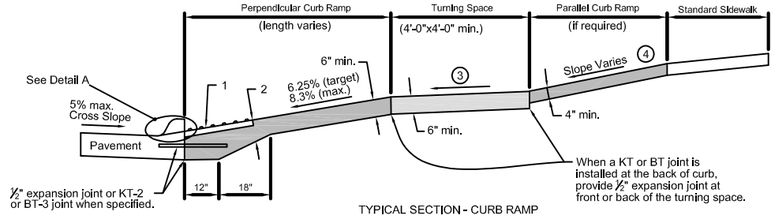
(2) When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.

Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.

REVISION
New 10-16-12
7030.210
SHEET _1 of _1

DETECTABLE WARNING PLACEMENT

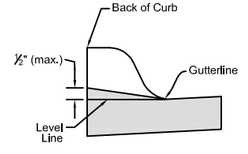
FIGURE 7030.210 | SHEET 1 OF 1



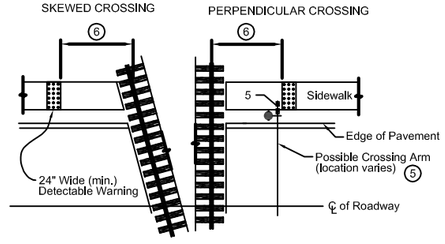
TYPICAL SECTION - CURB RAMP

Key

- Curb Ramp
- Turning Space
- Detectable warning



DETAIL A



DETECTABLE WARNING LOCATION AT RAILROAD CROSSING

(1) Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.

(2) Provide a minimum of 6 inches of concrete below the detectable warning panel.

(3) Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.

(4) If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.

(5) If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.

(6) Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

REVISION
1 10-20-15
7030.205
SHEET _1 of _1

GENERAL SIDEWALK AND CURB RAMP DETAILS

FIGURE 7030.205 | SHEET 1 OF 1

SHEET NO.	B.02	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	18				

2021 CFU PATCHING PROJECT

TYPICAL DETAILS

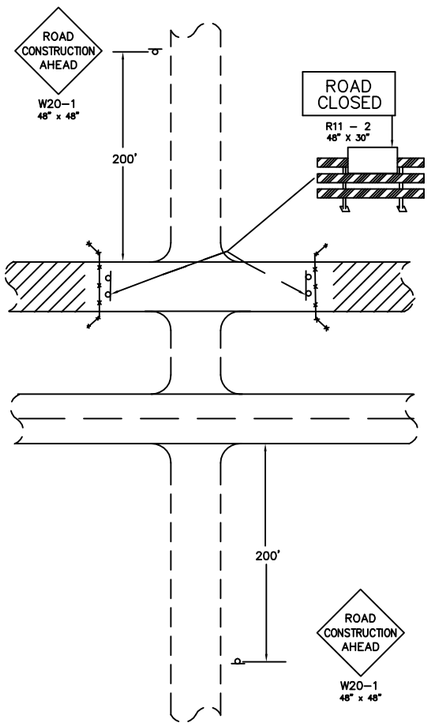
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER		SHEET NO.	B.02
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Plot Date: July 15, 2021 - 11:30 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg

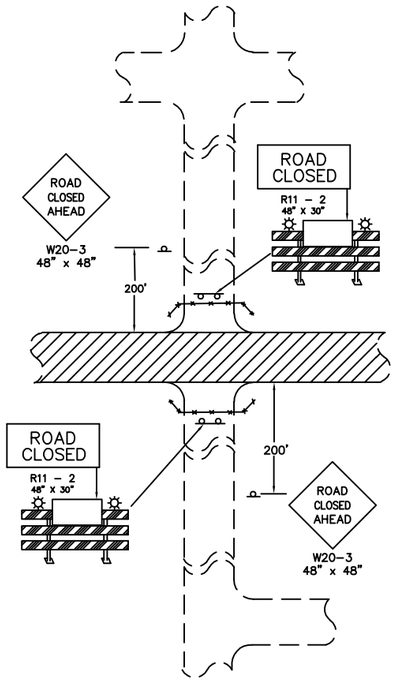
SITUATION 2

PUBLIC CROSS – TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



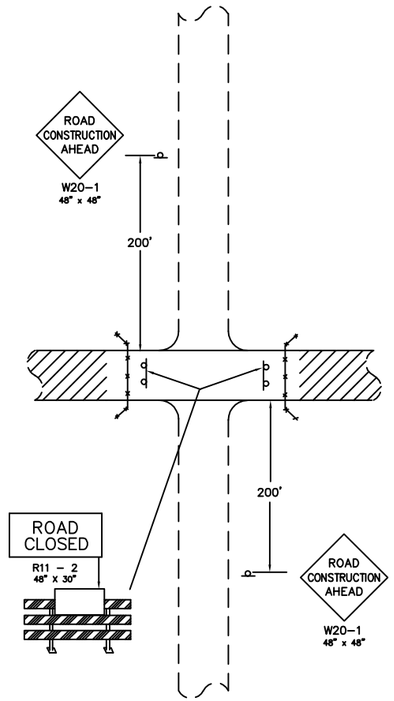
SITUATION 3

NO ACCESS TO PROJECT.
(APPLICABLE TO T–INTERSECTIONS)



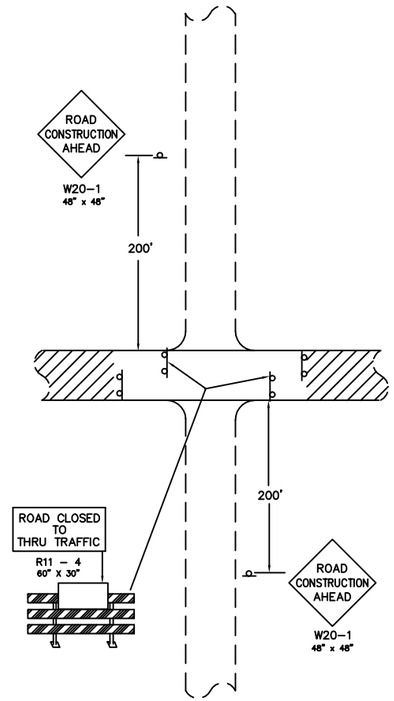
SITUATION 4

PUBLIC CROSS – TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



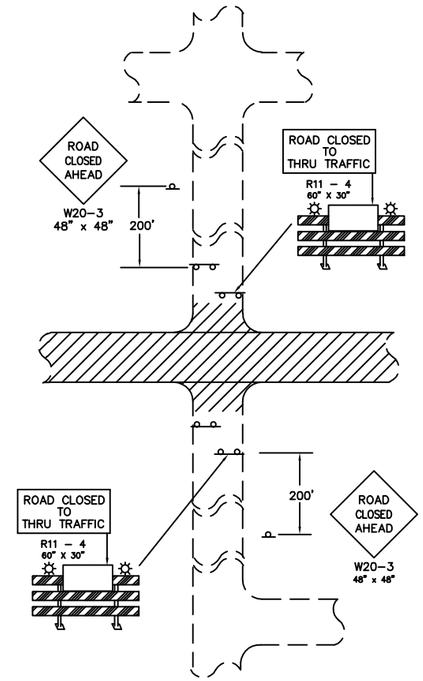
SITUATION 5

PUBLIC CROSS – TRAFFIC MAINTAINED.
CONTRACTOR AND RESIDENT ACCESS.



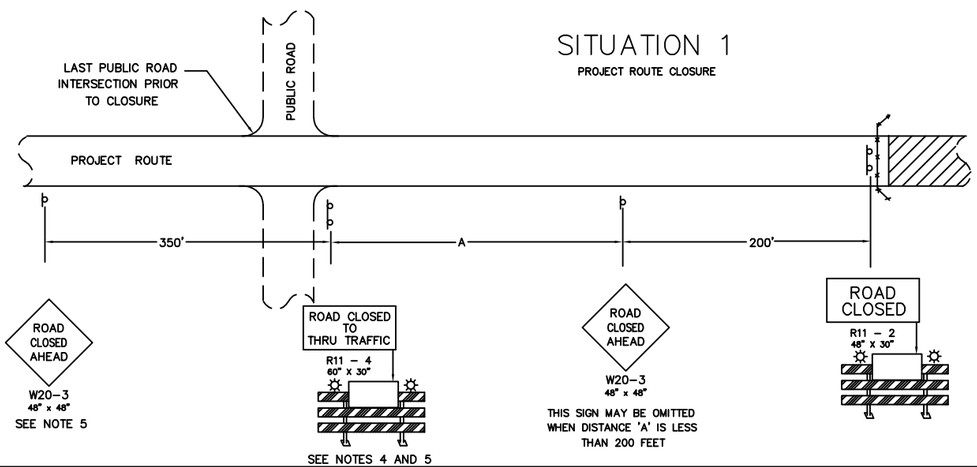
SITUATION 6

NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT ACCESS ONLY. (APPLICABLE TO T–INTERSECTIONS)



SITUATION 1

PROJECT ROUTE CLOSURE



GENERAL NOTES

1. SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE–ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
2. TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
3. SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
4. IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET,THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
5. IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CON–TRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
6. SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).
7. ALL TRAFFIC CONTROL SETUP AND STAGING SHALL BE IN COMPLIANCE WITH MUTCD 2008 EDITION WITH APPLICABLE REVISIONS.

LEGEND

- TRAFFIC SIGN
- TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- ORANGE PLASTIC SAFETY FENCE
- TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- WORK AREA

SHEET NO.	B.03
TOTAL SHEETS	18

NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

GENERAL NOTES

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273–8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	
RS–000–3275	
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO.	B.03
TOTAL SHEETS	18

Plot Date: July 15, 2021 – 11:31 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275– 2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg

ESTIMATED QUANTITIES

			LOCATIONS																						
ITEM #	DESCRIPTION	UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1	REMOVAL OF PAVEMENT	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	15.77	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	**14.60**	23.90	**11.20**	11.00	9.10	20.90	14.76	14.76
2	REMOVAL OF CURB & GUTTER	L.F.	0.00	0.00	0.00	6.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.90	30.00	11.40	**0.00**	1.46	**0.00**	0.00	0.00	0.00	0.00	0.00
3	REMOVAL OF DRIVEWAY	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	**0.00**	0.00	0.00	0.00	0.00	0.00
4	REMOVAL OF SIDEWALK	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00
5	SAW CUTTING FOR REMOVALS	L.F.	48.04	17.32	44.42	27.12	12.00	41.53	57.40	23.80	60.00	16.80	43.10	43.40	95.30	90.70	33.80	**34.40**	61.80	**32.50**	42.23	37.70	60.80	39.60	39.60
6	EXCAVATION, CLASS 10	C.Y.	4.03	0.67	3.17	1.78	0.33	3.27	5.25	1.17	7.39	0.64	3.86	3.66	19.86	17.10	2.33	**5.40**	7.96	**3.50**	3.66	3.03	6.95	4.91	4.91
7	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	11.40	**0.00**	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00
8	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	6.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.90	0.00	0.00	**11.60**	1.46	**0.00**	0.00	0.00	0.00	0.00	0.00
9	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00
10	MODIFIED SUBBASE	C.Y.	4.03	0.67	3.17	1.78	0.33	3.27	5.25	1.17	7.39	0.64	3.86	3.66	19.86	17.10	2.33	**5.40**	7.96	**3.50**	3.66	3.03	6.95	4.91	4.91
11	TOPSOIL, FURNISH & SPREAD	C.Y.	0.00	0.00	0.00	0.17	0.00	0.00	0.00	0.00	0.00	0.11	0.00	0.00	0.27	0.36	0.14	**0.28**	0.05	**0.00**	0.00	0.00	0.00	0.00	0.00
12	HYDRAULIC SEEDING	S.Y.	0.00	0.00	0.00	1.57	0.00	0.00	0.00	0.00	0.00	0.97	0.00	0.00	2.50	3.30	1.26	**2.60**	0.44	**0.00**	0.00	0.00	0.00	0.00	0.00
13	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	**0.00**	0.00	0.00	0.00	0.00	0.00
14	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00
15	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00
16	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	0.00	0.00	0.00	0.00	0.00	0.00	**8.00**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	**0.00**	0.00
17	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	**15.77**	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	**14.60**	23.90	**11.20**	11.00	9.10	20.90	14.76	14.76
18	UTILITY PATCH, HMA (ST), PG58-28S	TONS	2.72	0.34	2.15	0.90	0.22	1.70	3.50	0.79	3.75	0.00	2.60	2.50	10.10	8.70	1.60	**2.00**	4.00	**2.20**	1.90	1.50	4.70	2.49	2.49
19	COMPACTION OF SUBGRADE	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	15.77	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	**14.60**	23.90	**11.20**	11.00	9.10	20.90	14.76	14.76
20	TRAFFIC CONTROL	L.S.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

ESTIMATED QUANTITIES

LOCATIONS																									
24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	TOTALS	ITEM#
8.23	13.48	9.54	28.02	4.71	14.34	12.73	24.11	24.37	9.88	2.31	33.16	10.84	31.38	10.06	12.26	10.05	18.07	8.20	8.87	13.23	20.87	4.27	**677.05**	1
0.00	0.00	0.00	11.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.00	0.00	0.00	4.90	92.64	2
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	3
0.00	0.00	0.00	0.00	4.71	0.00	0.00	0.00	0.00	2.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.23	20.87	0.00	43.05	4
35.70	48.60	38.30	62.60	29.20	46.20	48.40	68.90	55.20	39.60	20.18	86.82	40.61	101.20	39.70	44.80	40.50	51.40	35.30	37.20	56.10	54.70	25.50	**2110.07**	5
2.74	4.48	0.00	9.33	1.56	4.77	4.23	8.02	8.11	3.32	0.76	11.04	3.60	10.44	3.34	4.08	0.00	6.01	2.73	0.00	4.40	6.94	0.00	**214.73**	6
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.00	0.00	0.00	4.90	53.10	7
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**39.84**	8
0.00	0.00	0.00	11.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.30	9
2.74	4.48	0.00	9.33	1.56	4.77	4.23	8.02	8.11	3.32	0.76	11.04	3.60	10.44	3.34	4.08	0.00	6.01	2.73	0.00	4.40	6.94	0.00	**214.73**	10
0.00	0.00	0.00	0.26	0.00	0.00	0.00	0.00	0.00	0.00	0.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.14	0.00	0.68	0.46	0.00	**3.10**	11
0.00	0.00	0.00	2.35	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.30	0.00	6.20	4.15	0.00	**28.14**	12
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	13
0.00	0.00	0.00	0.00	4.71	0.00	0.00	0.00	0.00	2.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.23	20.87	0.00	41.12	14
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	15
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**8.00**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**32.00**	0.00	**48.00**	16
8.23	13.48	0.00	28.02	4.71	14.34	12.73	24.11	24.37	9.88	2.31	33.16	10.84	31.38	10.06	12.26	0.00	18.07	8.20	0.00	13.23	**20.87**	0.00	**644.32**	17
1.39	2.28	1.61	4.73	0.00	2.42	2.15	4.07	4.11	1.69	0.00	7.46	1.83	5.30	1.70	2.07	3.96	4.07	1.85	1.50	0.00	0.00	0.72	**117.74**	18
8.23	13.48	9.54	28.02	4.71	14.34	12.73	24.11	24.37	9.88	2.31	33.16	10.84	31.38	10.06	12.26	10.05	18.07	8.20	8.87	13.23	20.87	4.27	**677.05**	19
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1.00**	21

ITEM # DESCRIPTION

1,2,3,4 IT IS INTENDED THAT THE SIDEWALKS, DRIVEWAYS AND CURB AND GUTTER REMOVED WILL BE TAKEN TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. SEE GENERAL NOTES FOR MORE REMOVAL GUIDELINES.

5. SAW CUTS FOR PAVEMENT REMOVAL SHALL BE FULL DEPTH OF THE EXISTING PAVEMENT. WHEN REMOVING THE FIRST SIDE AT A FULL WIDTH OF STREET REMOVAL LOCATION, CENTERLINE SAW CUTS FOR REMOVALS MAY BE CUT 6" PAST THE CENTERLINE TO ALLOW SPACE FOR SETTING FORMS. IN ORDER TO AVOID UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS TO EXERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING AND PAVEMENT REMOVAL. ALL BREAKS OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND AT THE CONTRACTORS EXPENSE. SPECIAL CARE SHALL BE USED TO CAPTURE ANY AND ALL SAW CUTTING RESIDUE TO PREVENT RESIDUE FROM ENTERING EXISTING STORM SEWER SYSTEMS. REMOVAL AND DISCARDING OF SAW CUTTING RESIDUE SHALL BE TO THE SATISFACTION OF THE ENGINEER AND SHALL BE INCIDENTAL TO THE COST PER SQUARE YARD FOR NEW PAVEMENT. ALL JOINTS, INCLUDING BUTT JOINTS, SHALL BE SAWED AND SEALED AND SHALL BE BLOWN FREE OF DUST OR DEBRIS BEFORE SEALING JOINTS. SEALANT SHALL BE HOT POUR CRACK AND JOINT FILLER PER SUDAS SECTION 7040.2.01 C1.

6. THE ESTIMATED QUANTITY INCLUDES REMOVAL AND DISPOSAL OF THE EXISTING MATERIAL AND ANY NECESSARY GRADING.

7–9 . COURSE AGGREGATE FOR P.C.C. SHALL BE CLASS III DURABILITY. ALL JOINTS SHALL BE MATCHED WITH WHAT IS EXISTING AT EACH LOCATION AND SHALL BE INCIDENTAL TO THIS ITEM.

10. SEE TYPICAL CROSS SECTIONS ON THE DETAIL SHEETS WITHIN THIS PLAN SET. SUBBASE SHALL BE 12" THICK AND COMPACTED WELL.

11. THE CONTRACTOR SHALL PLACE A MINIMUM OF 6' OF TOPSOIL OVER ALL GRASS AREAS DISTURBED BY CONSTRUCTION OF THIS PROJECT, UNLESS NOTED OTHERWISE ON THE PLANS. TOPSOIL SHALL BE PLACED AND RAKED TO A CONDITION SUITABLE FOR SEEDING BEFORE PLACEMENT OF SEED AND FERTILIZER. SEED SHALL ALSO BE RAKED IN AFTER PLACEMENT.

12. SEE STANDARD SPECIFICATION SECTION 8010.305. CLEAN UP SHALL BE DONE ACCORDING TO STANDARD SPECIFICATION 9010.309. ALL DISTURBED GRASS AREAS TO BE SEEDED. ALSO watering is incidental to this item.

13–15,17. SEE DESCRIPTION FOR ITEM # 8–10 LISTED ABOVE. VALVE ADJUSTMENTS ARE INCIDENTAL TO THESE ITEMS. VALVES TO BE ADJUSTED TO ½ IN. BELOW FINISHED ELEVATION. INCLUDES LABOR NECESSARY TO COMPLETE ADJUSTMENT. CARE SHALL BE TAKEN OS AS NOT TO DAMAGE EXISTING FIXTURES. VALVE BOXES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE LIKE MATERIALS AT THE CONTRACTORS EXPENSE.

16. SEE STANDARD SPECIFICATION 7030. ANY EXTRA EXCAVATION REQUIRED IS INCIDENTAL TO THIS ITEM.

18. THIS ITEM IS TO BE USED TO REPAIR UTILITY PATCHES AT VARIOUS LOCATIONS THROUGHOUT THE CITY AS DIRECTED BY THE ENGINEER AND STATED IN THE PLANS. SEE TABULATIONS SHEET FOR DETAILS. SOME PATCHES WITHIN THIS PLAN SET CONTAIN BOTH A P.C.C. AND A.C.C. PORTION AS CAN BE SEEN IN QUANTITIES. ALSO, SOME PATCHES WILL NEED TO BE FIELD VERIFIED TO CONFIRM THE PATCH MATERIAL MATCHES THE EXISTING CONDITION OR IS APPROVED BY THE ENGINEER. ALL PATCHES SHOULD BE MATCHING THE EXISTING PAVEMENT UNLESS DIRECTED OTHERWISE BY ENGINEER. VALVE ADJUSTMENTS ARE INCIDENTAL TO THESE ITEMS. VALVES TO BE ADJUSTED TO ½ IN. BELOW FINISHED ELEVATION. INCLUDES LABOR NECESSARY TO COMPLETE ADJUSTMENT. CARE SHALL BE TAKEN OS AS NOT TO DAMAGE EXISTING FIXTURES. VALVE BOXES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE LIKE MATERIALS AT THE CONTRACTORS EXPENSE.

19. THE PORTION OF THE SUBGRADE TO BE COVERED BY THE MODIFIED SUBBASE SHALL BE SCARIFIED FOR A DEPTH OF 6 INCHES. THE SCARIFIED MATERIAL SHALL BE UNIFORMLY DRIED OR WETTED AND RE–COMPACTED TO NOT LESS THAN 95 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED IN ACCORDANCE WITH AASHTO T–99.

20. SEE SHEET C.02 FOR DETAILS.

SHEET NO.	C.01	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	18				

2021 CFU PATCHING PROJECT

ESTIMATED QUANTITIES

CEDAR FALLS IOWA "OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273–8606

CITY PROJECT NUMBER	RS–000–3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO.	C.01
TOTAL SHEETS	18

Plot Date: July 15, 2021 – 12:57 PM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275– 2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg

1. PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJEC

2. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT - THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.

3. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.

4. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE,CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.

6. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.

   THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
   1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
   2. DISPOSE OF IN A LICENSED LANDFILL.

7. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.

8. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS AS WELL AS WATERING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

9. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.

10. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.

11. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.

12. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.

13. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.

    IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.

14. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.

15. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.

16. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.

17. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.

18. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 7010-2.02-M.

19. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.

20. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.

21. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM, INCLUDING LABOR AND MATERIALS

22. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.

23. UTILITIES - THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.

24. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

25. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).
    UTILITY CONTACT PERSON

CEDAR FALLS UTILITIES:	JERALD LUKENSMEYER	1-319-266-1761
CENTURYLINK:	BRENT GIESE	1-563-355-2592
MEDIACOM:	KEVIN PARKER	1-319-240-4987
WATER RECLAMATION:	MIKE NYMAN	1-319-273-8633

26. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.

27. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.

28. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.

29. IT IS THE CONTRACTOR'S RESPONSIBILTY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW

30. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

    AUGUST 23, 2021 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
    AUGUST 23, 2021 - UNI CLASSES RESUME
    OCTOBER 2, 2021 - UNI HOMECOMING

31. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.

32. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.

33. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.

34. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

35. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:
    BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.

36. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.

Plot Date: July 15, 2021 - 11:33 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg

SHEET NO.	C.02	NO.	DATE	REVISION	INIT.	2021 CFU PATCHING PROJECT	GENERAL NOTES
TOTAL SHEETS	18						

CEDAR FALLS IOWA "OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606

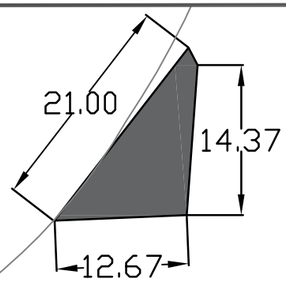
CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO. C.02
TOTAL SHEETS 18

301 LONGVIEW ST

LONGVIEW STREET

CENTRAL AVENUE



NOT TO SCALE

Location: 1
Area(SF):108.8 SF
Type:HMA

LOCATION 1

1104 LAKESHORE DRIVE

Location: 2
Area(SF):18.1
Type:PCC

LAKESHORE DRIVE

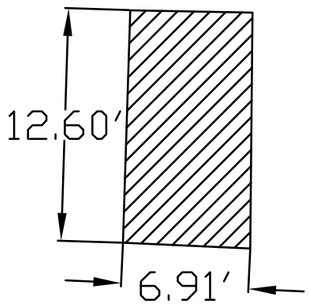
NOT TO SCALE

LOCATION 2

510 COLLEGE STREET

COLLEGE STREET

NOT TO SCALE



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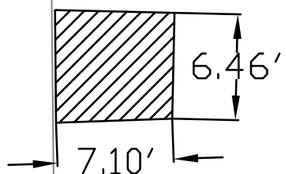
Area(SF):85.9
Type:PCC/HMA

LOCATION 3



COLLEGE STREET

Location: 4
Area(SF):48.1
Type:PCC/HMA

823
W. 6TH
STREET

NOT TO SCALE

LOCATION 4

SHEET NO.	D.01	NO.	DATE	REVISION	INIT.	2021 CFU PATCHING PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	18						

CEDAR FALLS Iowa

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

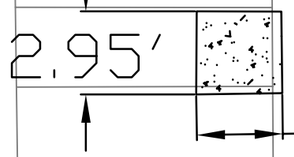
CITY PROJECT NUMBER		SHEET NO.	D.01
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 – 11:34 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

WALNUT STREET

Location: 5
Area(SF): 8.9
Type: PCC

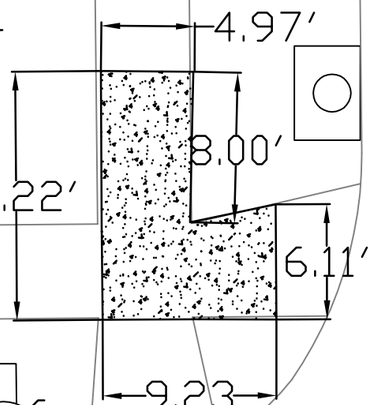
504 WALNUT STREET



N
NOT TO SCALE

LOCATION 5

521 TREMONT STREET



Location: 6
Area(SF): 88.4
Type: PCC

TREMONT STREET

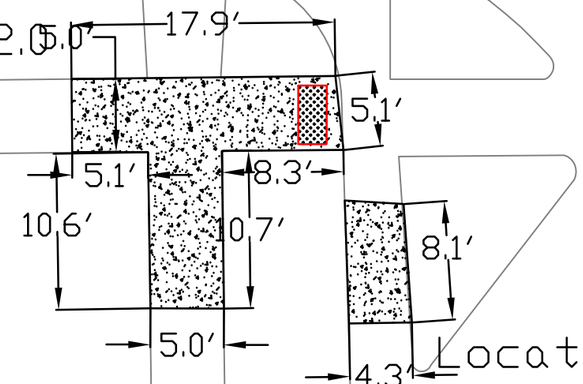
N
NOT TO SCALE

W. 6TH STREET

LOCATION 6

W. 8TH STREET

Location: 7
Area(SF): 142.0
Type: PCC



803 CLAY STREET

Location: 8
Area(SF): 31.8
Type: PCC

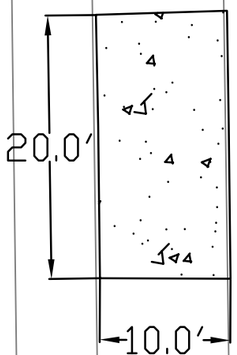
CLAY STREET

N
NOT TO SCALE

LOCATION 7&8

1004 HUDSON ROAD

HUDSON ROAD



Location: 9
Area(SF): 200
Type: PCC TRAIL

N
NOT TO SCALE

LOCATION 9

SHEET NO.	D.02					
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

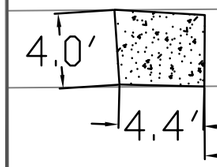
REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
"OUR CITIZENS ARE OUR BUSINESS"
City of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER		SHEET NO.	D.02
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 — 11:34 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275— 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

Location: 10
Area(SF): 17.4
Type:PCC SIDEWALK



1422 LAUREL CIRCLE

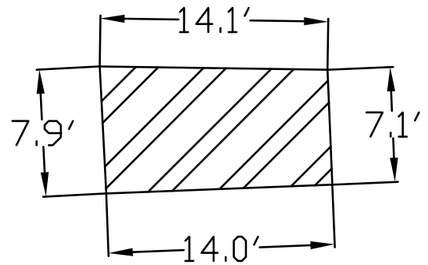
N

NOT TO SCALE

LAUREL CIRCLE

LOCATION 10

1205 W. 18TH STREET



Location: 11
Area(SF): 105.0
Type:PCC/HMA

N

NOT TO SCALE

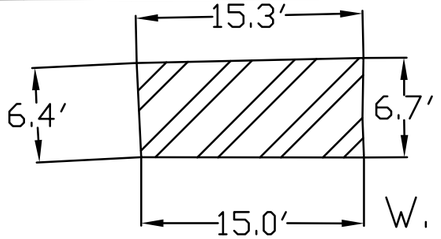
MERNER AVENUE

W. 18TH STREET

LOCATION 11

1217 W. 19TH STREET

1211 W. 19TH STREET



N

NOT TO SCALE

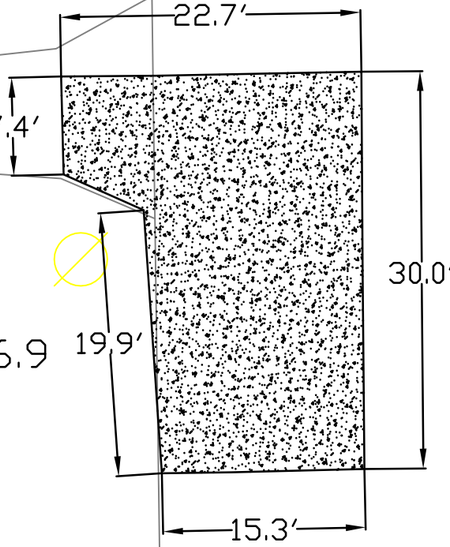
Location: 12
Area(SF): 99.0
Type:PCC/HMA

W. 19TH STREET

1210 W. 19TH STREET

LOCATION 12

1931 CLAY STREET



CLAY STREET

Location: 13
Area(SF): 536.9
Type:PCC

N

NOT TO SCALE

LOCATION 13

SHEET NO.	D.03	NO.	DATE	REVISION	INIT.	2021 CFU PATCHING PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	18						

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ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
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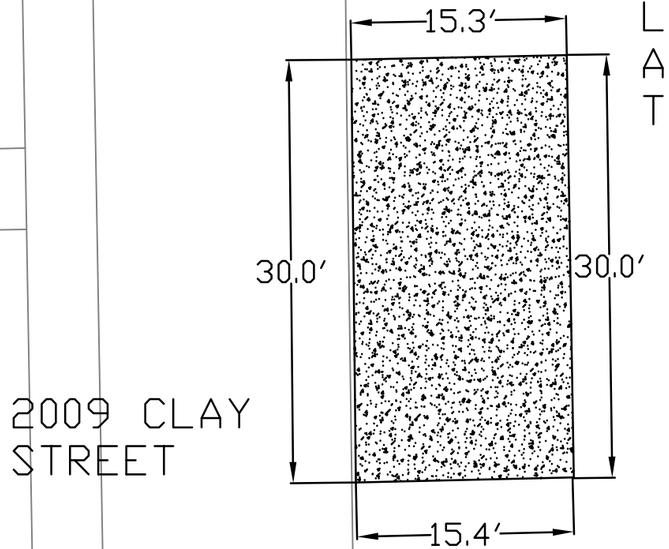
CITY PROJECT NUMBER		SHEET NO.	D.03
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 — 11:35 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg



Location: 14
Area(SF): 461.4
Type:PCC

2009 CLAY STREET

2010 CLAY STREET

CLAY STREET

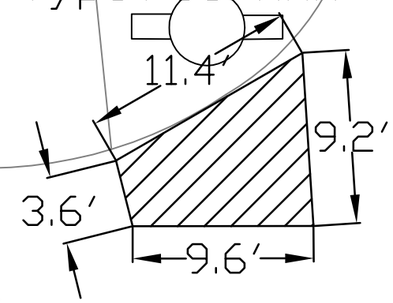
N

NOT TO SCALE

LOCATION 14

503 W. 22ND STREET

Location: 15
Area(SF): 63.3
Type:PCC/HMA



W. 22ND STREET

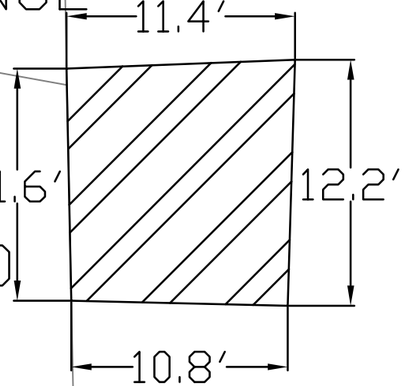
TREMONT STREET

N

NOT TO SCALE

LOCATION 15

1819 BELLE AVENUE



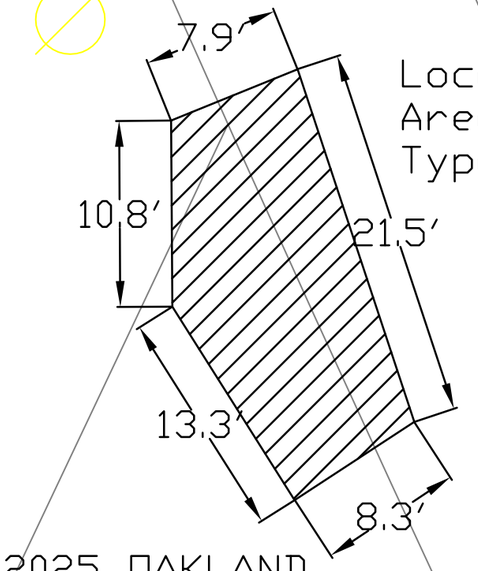
Location: 16
Area(SF): 131.0
Type:PCC/HMA

BELLE AVENUE

N

NOT TO SCALE

LOCATION 16



Location: 17
Area(SF): 215.2
Type:PCC/HMA

OAKLAND AVENUE

2025 OAKLAND AVENUE

N

NOT TO SCALE

LOCATION 17

SHEET NO.	D.04						
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.	2021 CFU PATCHING PROJECT	REPAIR LOCATIONS

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ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
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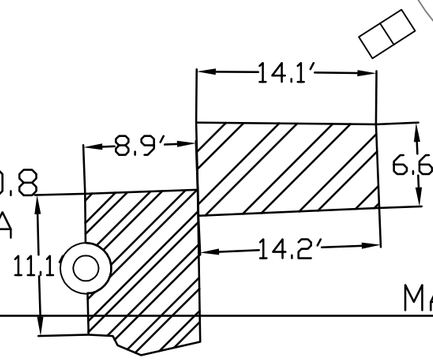
CITY PROJECT NUMBER		SHEET NO.	D.04
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 — 11:35 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

1304
MADISON
STREET

Location: 18
Area(SF): 100.8
Type:PCC/HMA



Location: 19
Area(SF): 98.8
Type:PCC/HMA

N

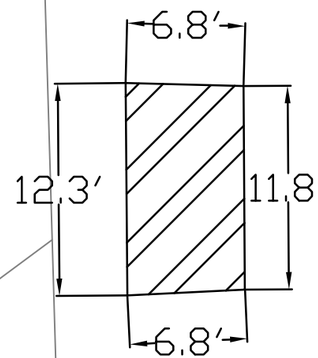
NOT TO SCALE

MADISON STREET

1237
MADISON
STREET

VIRGIL STREET

LOCATION 18 & 19



Location: 20
Area(SF): 81.7
Type:PCC/HMA

N

NOT TO SCALE

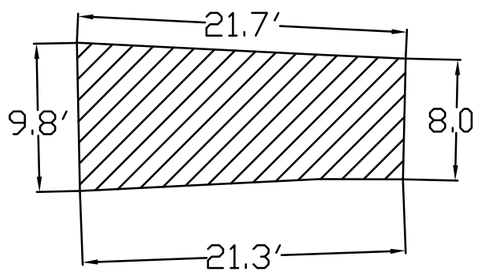
1237
MADISON
STREET

VIRGIL STREET

LOCATION 20

VICTORY DRIVE

1604
MADISON
STREET



Location: 21
Area(SF): 188.4
Type:PCC/HMA

N

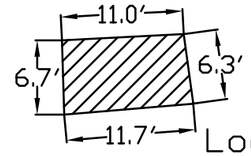
NOT TO SCALE

MADISON STREET

LOCATION 21

23
HLAND
ENUE

MADISON STREET

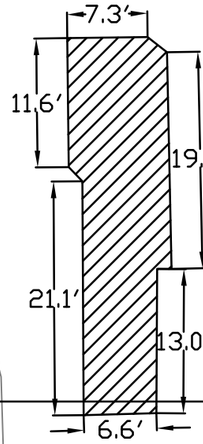


Location: 24
Area(SF): 74.1
Type:PCC/HMA

NOT TO SCALE

N

Location: 22
Area(SF):
Type:



Location: 23
Area(SF): 265.7
Type:PCC/HMA

2103
MADISON
STREET

LOCATION 22, 23 & 24

SHEET NO.	D.05					2021 CFU PATCHING PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.		

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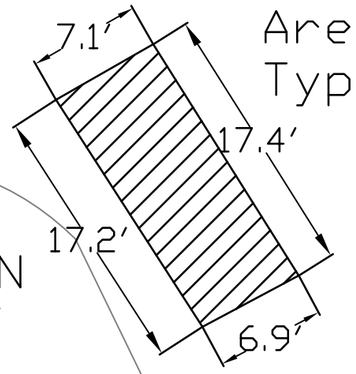
CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW
SHEET NO.	D.05
TOTAL SHEETS	18

Date: July 15, 2021 - 11:36 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

MADISON STREET

Location: 25
Area(SF): 121.4
Type:PCC/HMA

NOT TO SCALE

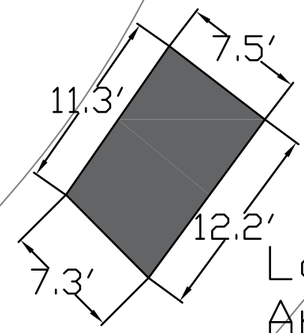


1825 MADISON STREET

S. OAK AVENUE

2015 TIMBER DRIVE

TIMBER DRIVE



Location: 26
Area(SF): 85.9
Type:HMA

NOT TO SCALE

LOCATION 25

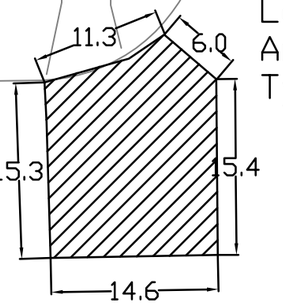
LOCATION 26

828 E. SEERLEY BOULEVARD

ROYAL DRIVE

Location: 27
Area(SF): 252.2
Type:PCC/HMA

NOT TO SCALE



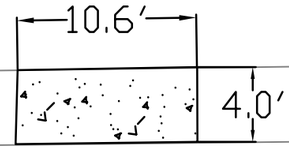
E. SEERLEY BOULEVARD

SEERLEY BOULEVARD

1117 E. SEERLEY BOULEVARD

NOT TO SCALE

Location: 28
Area(SF):42.4
Type: PCC Sidewalk



LOCATION 27

LOCATION 28

SHEET NO.	D.06				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS

CEDAR FALLS IOWA "OUR CITIZENS ARE OUR BUSINESS"

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ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO. D.06
TOTAL SHEETS 18

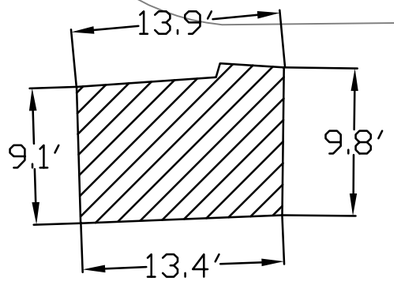
Date: July 15, 2021 – 11:36 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

ASHLAND AVENUE

1804
HAWTHORNE
DRIVE

N

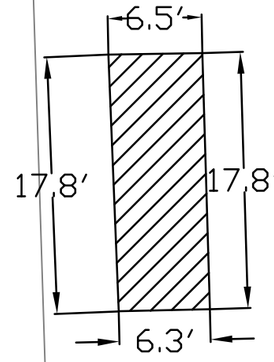
NOT TO SCALE



Location: 29
Area(SF): 129.1
Type:PCC/HMA

HAWTHORNE DRIVE

LOCATION 29



Location: 30
Area(SF): 114.6
Type:PCC/HMA

N

NOT TO SCALE

2405
ASHLAND
AVENUE

ASHLAND AVENUE

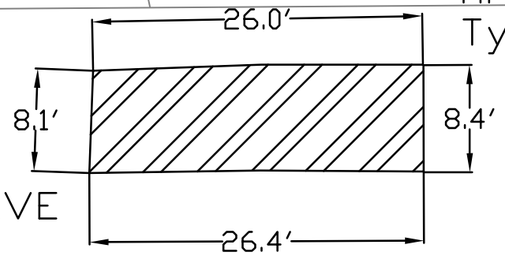
LOCATION 30

NOT TO SCALE

N

1908
HAWTHORNE
DRIVE

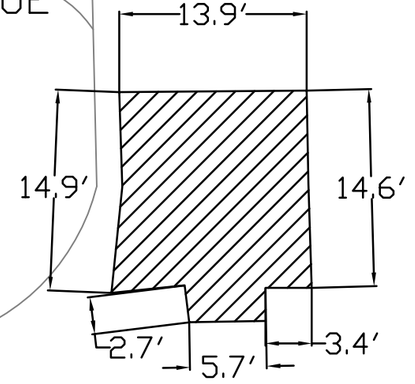
Location: 31
Area(SF): 217.0
Type:PCC/HMA



HAWTHORNE DRIVE

LOCATION 31

2421
ASHLAND
AVENUE



ASHLAND AVENUE

N

NOT TO SCALE

Location: 32
Area(SF): 219.4
Type:PCC/HMA

PIN OAK DRIVE

LOCATION 32

SHEET NO.	D.07					2021 CFU PATCHING PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.		

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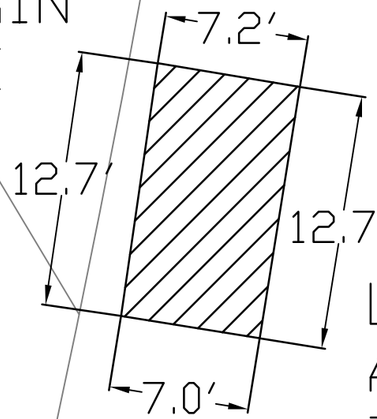
CITY PROJECT NUMBER		SHEET NO.	D.07
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 — 11:37 AM By: Brett Armstrong Drawing Name: G:\Users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

2611
MCCLAIN
DRIVE

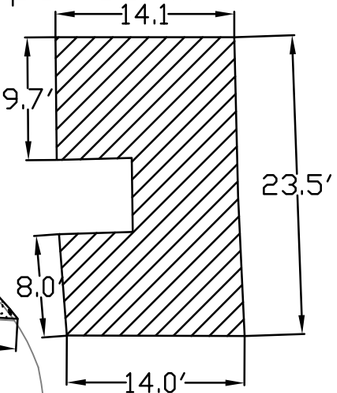


N
NOT TO SCALE

Location: 33
Area(SF): 89.9
Type:PCC/HMA

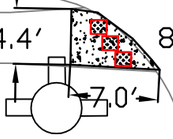
LOCATION 33

Location: 35
Area(SF): 298.5
Type:PCC/HMA



N
NOT TO SCALE

Location: 34
Area(SF): 20.8
Type:PCC SIDEWALK



2407
WILLOW
LANE

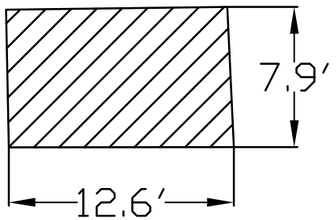
2408
WILLOW
LANE

LOCATION 34 & 35

2406
SUNSET
BOULEVARD

N
NOT TO SCALE

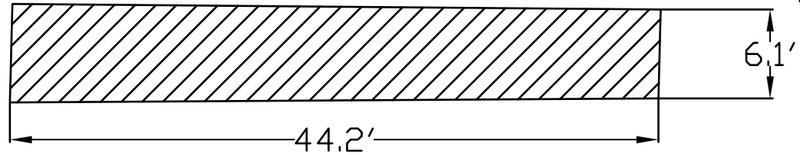
Location: 36
Area(SF): 97.6
Type:PCC/HMA



LOCATION 36

2406
SUNSET
BOULEVARD

N
NOT TO SCALE



Location: 37
Area(SF):282.46
Type:PCC/HMA

LOCATION 37

SHEET NO.	D.08					
TOTAL SHEETS	18					
		NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS

CEDAR FALLS IOWA
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ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
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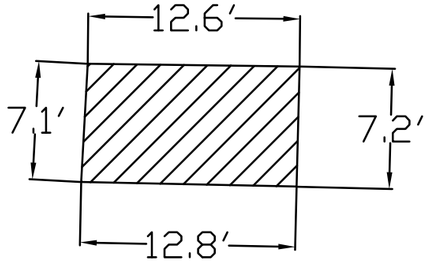
CITY PROJECT NUMBER		SHEET NO.	D.08
RS-000-3275			
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 — 12:59 PM By: Brett Armstrong Drawing Name: G:\Users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

2422 SUNSET BOULEVARD

N

NOT TO SCALE

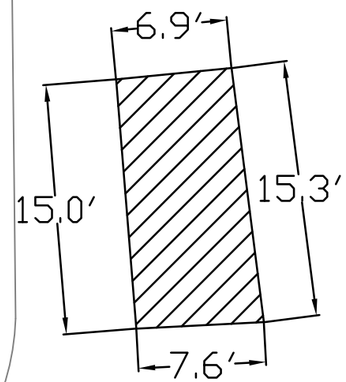


Location: 38
Area(SF):90.59
Type:PCC/HMA

SUNSET BOULEVARD

LOCATION 38

2915 ALAMEDA STREET



Location: 39
Area(SF): 110.4
Type:PCC/HMA

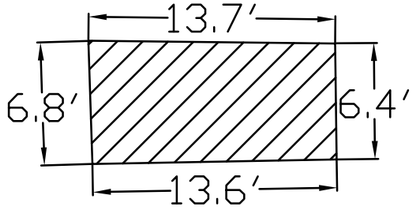
ALAMEDA STREET

N

NOT TO SCALE

LOMA STREET

LOCATION 39



NOT TO SCALE

N

CADILLAC DRIVE

Location: 40
Area(SF): 90.5
Type:PCC/HMA

3021 CEDAR HEIGHTS DRIVE

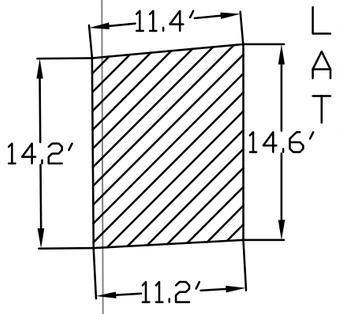
LOCATION 40

5715 UNIVERSITY AVENUE

2920 MCCLAIN DRIVE

N

NOT TO SCALE



Location: 41
Area(SF): 162.7
Type:PCC/HMA

LOCATION 41

SHEET NO.	D.09						
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.	2021 CFU PATCHING PROJECT	REPAIR LOCATIONS

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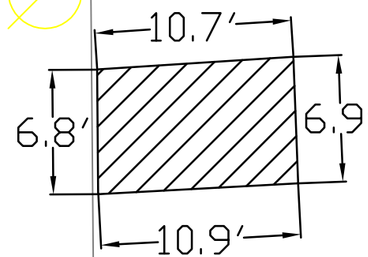
CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.09
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 – 11:38 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project.dwg

G:\users\eng\projects\08. Design\Drawings\Survey\2021 CFU Patching Project\



Location: 42
Area(SF): 73.8
Type:PCC/HMA

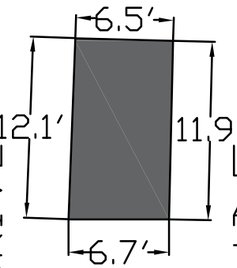
NOT TO SCALE

3025 MCCLAIN DRIVE

3104 MCCLAIN DRIVE

1728 MAPLEWOOD DRIVE

HILLCREST DRIVE



Location: 43
Area(SF): 79.9
Type:HMA

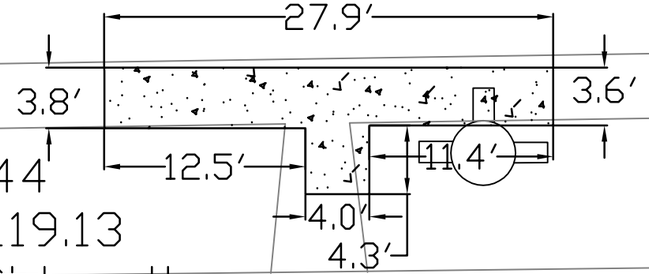
NOT TO SCALE

MAPLEWOOD DRIVE

LOCATION 42

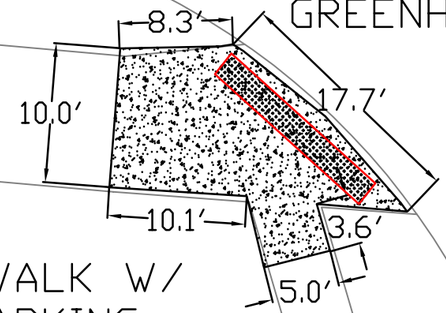
LOCATION 43

NOT TO SCALE



Location: 44
Area(SF): 119.13
Type:PCC Sidewalk

1212 LILAC LANE



Location: 45
Area(SF): 187.9
Type:PCC SIDEWALK W/ DETECTABLE WARKING

GREENHILL ROAD

CONEFLOWER PARKWAY

NOT TO SCALE

LOCATION 44

LOCATION 45

SHEET NO.	D.10
TOTAL SHEETS	18

NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

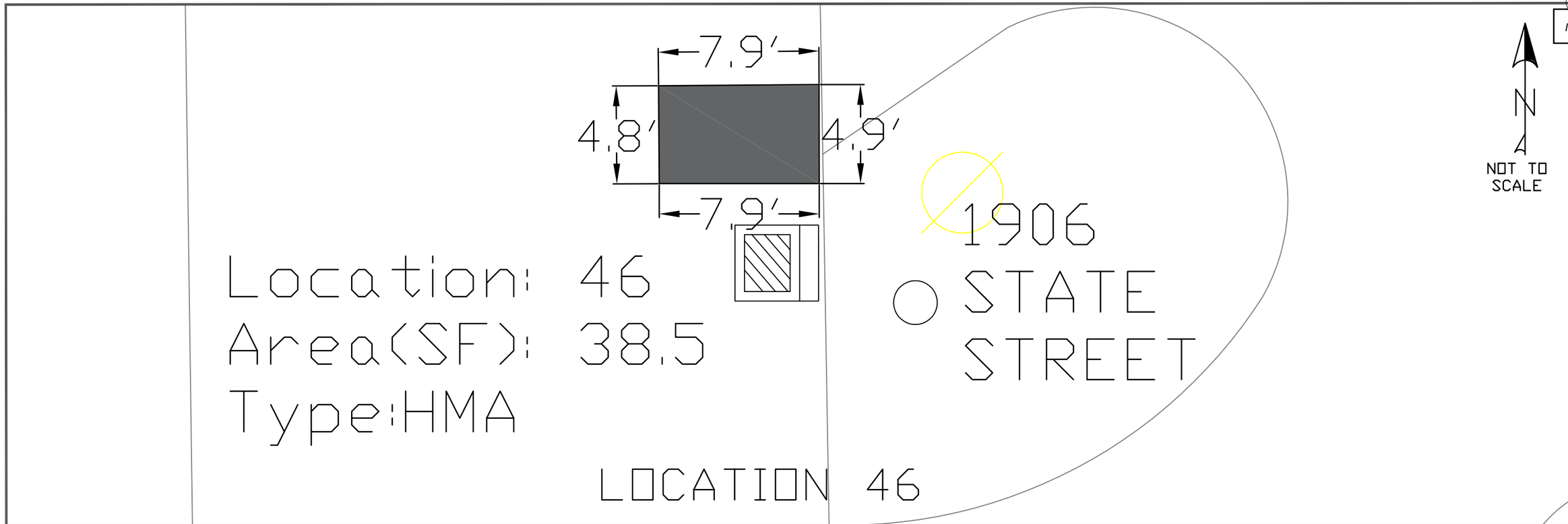
REPAIR LOCATIONS

CEDAR FALLS IOWA "OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.10
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 – 11:38 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275- 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg



SHEET NO.	D.11	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	18				

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.11
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

Date: July 15, 2021 – 11:38 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3275– 2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg

PROJECT SPECIFICATIONS
FOR THE
2021 STREET PATCHING PROJECT

Project RS-000-3275
Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa. _____ Date: 7/15/2021 David Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022 Pages or sheets covered by this seal: 1-30.

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls" Supplemental Specifications to the 2021 Edition of SUDAS.

Links to both documents can be found on the City's website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 30

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2021 STREET PATCHING PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the 2021 STREET PATCHING PROJECT in said City at 7:00 p.m. on the 21st day of September 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC

City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
2021 STREET PATCHING PROJECT

Time and Place of Pre-bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 24th day of September 2021.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened publicly online at 2:00 p.m. on the 24th day of September 2021 at www.questcdn.com, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 4th day of October 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than May 13th, 2022 and shall fully complete close-out of the project no later than May 27th, 2022.

Bid Security: Bidders shall provide a bid security in the amount defined in the Instructions to Bidders- Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at www.questcdn.com.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: The contract documents are available at www.cedarfalls.com/QuestCDN and www.questCDN.com . This contract is QuestCDN project number #8022812. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Brett Armstrong, Civil Engineer I
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
Brett.Armstrong@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the construction of forty-six (46) utility patched on existing City streets. Work shall include 644.32 SY removal and replacement of the existing pavement; 117.74 ton HMA patches; 104.24 LF of PCC Curb and Gutter; subgrade preparation; replacement of driveway approaches and pedestrian ramps. Traffic control and flaggers will be required on some of this project.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION 1 – Instructions to Bidders

The work comprising 2021 STREET PATCHING Project shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.
Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 STREET PATCHING PROJECT
Project No. RS-000-3275

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in

lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically through the City's website under "Bid Opportunities".

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security, bidders status form and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

Proposal for: 2021 STREET PATCHING PROJECT
Project No. RS-000-3275

FORM OF PROPOSAL
2021 STREET PATCHING PROJECT
PROJECT NO.
RS-000-3275
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 STREET PATCHING 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:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Pavement	S.Y.	677.1		
2	Removal of Curb & Gutter	L.F.	92.7		
3	Removal of Driveway	S.Y.	13.2		
4	Removal of Sidewalk	S.Y.	43.1		
5	Saw Cutting for Removals	L.F.	2110.1		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
6	Excavation, Class 10, Unstable Material	C.Y.	214.8		
7	Curb, P.C.C., 7 In. 2.0 Ft. Width, Type “C” Class III	L.F.	53.1		
8	Curb, P.C.C., 7 In. 2.5 Ft. Width, Type “C”, Class III	L.F.	39.9		
9	Curb, P.C.C., 7 In. 3.0 Ft. Width, Type “C”, Class III	L.F.	11.3		
10	Modified Subbase	C.Y.	214.8		
11	Topsoil, Furnish & Spread	C.Y.	3.1		
12	Hydraulic Seeding	S.Y.	28.2		
13	Driveway, P.C.C., 6 In., Class “C”	S.Y.	13.2		
14	Sidewalk, P.C.C., 4 In., Class “C”	S.Y.	41.2		
15	Sidewalk, P.C.C., 6 In., Class “C”	S.Y.	2.0		
16	Pedestrian Ramps, Detectable Warning	S.F.	48.0		
17	Utility Patch, P.C.C., Type "C" Class III	S.Y.	644.4		
18	Utility Patch, HMA (ST) Surf., ½”., PG58-28S	TONS	117.8		
19	Compaction of Subgrade	S.Y.	677.1		
20	Traffic Control	L.S.	1.00		
				TOTAL BID	

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 (Items 1-20). 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 forty-five (45) 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 _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____
_____ _____

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

_____ _____
By

_____ _____
Official Address Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of_____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of_____, 20_____, for _____ _____.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

_____ (Seal)
Principal

_____ By_____ (Title)
Witness

_____ (Seal)
Surety

_____ By_____
Witness Attorney-in-fact

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☐ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☐ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☐ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☐ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☐ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. RS-000-3275

STATE OF _____
ss
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) We are _____ of _____ (Owner, partner, officer, representative, or agent)

_____, 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.

_____
Signed

_____
Title

Subscribed and sworn to before me

this _____ day of _____, 20_____

_____

_____
Title

My Commission expires _____.

FORM OF CONTRACT

This Contract entered into in guadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and_____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 STREET PATCHING PROJECT, Project No. RS-000-3275 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 7th day of September, 2021 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. RS-000-3275 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.

_____
Contractor

CITY OF CEDAR FALLS, IOWA

By_____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2021 STREET PATCHING Project
Paving/ Subdrainage
Project RS-000-3275

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 is 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, attorney's 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 Black Hawk 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.

Project No. RS-000-3275

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Title

SURETY:

_____
Surety Company

By: _____
Signature Attorney-in-Fact Officer

_____
Printed Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

FORM APPROVED BY:

_____
Attorney for Owner

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.

NOTICE TO PROCEED

TO: _____ DATE: _____

_____ PROJECT: 2021 STREET RECONSTRUCTION
RS-000-3275
_____ Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated _____**, 2021**, within ten (10) calendar days of _____**, 2021** and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the 2021 STREET PATCHING PROJECT.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Liquidated damages in the amount of one thousand ($1,000.00) dollars per calendar day will be assessed for each calendar day for each Street or Stage of a street (e.g. Stage 1, 2) that is not substantially complete after the expiration of the contract time set forth. Each subsequent stage will start over with the contract time shown after agreed approval with the owner's representative to proceed from previous stage. Liquidated damages in the amount of one thousand ($1,000.00) dollars per calendar day will be assessed for each calendar day that any work remains uncompleted after May 13th, 2022 (substantial completion) regardless of the status of previous stages. Substantial completion shall mean that the stages are fully open to the general public with minor work (e.g. watering) to be completed without requiring closures. Contractor shall reach substantial completion no later than November 5th, and shall fully complete the close-out process no later than May 27th, 2022. If remaining punch list items remain after May 27th, 2022 liquidated damages will go into effect in the amount of one thousand ($1,000.00) dollars per calendar day until completed.

City of Cedar Falls, Iowa
(OWNER)

By_____

Title_____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors working within the same area of the following projects and/or events:

1) UNI Fall Classes Resume – August 23, 2021
2) Cedar Falls Public Schools Resume (Tentative)– August 23, 2021
3) UNI Homecoming – October 2, 2021

03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty five (35%) percent of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten calendar days after the date set forth in the written Notice to Proceed and shall be completed by calendar day, May 27th, 2022 as set forth in the written Notice to Proceed.

If not local traffic within the allotted calendar days, liquidated damages of $1,000.00 per day will be assessed.

07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

08 Weekly Record of Calendar Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one thousand ($1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

10 Progress Payments and Vouchers

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish lien waivers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full. Electronic signatures will be accepted on lien waivers.

11 Storm Water Pollution Prevention

1. Site Description

The proposed 2021 STREET PATCHING Project involves construction of portions of forty-three (43) existing residential city streets by removal of the existing pavement, driveways and replacement with a new P.C. Concrete or Hot Mixed Asphalt street patch. The construction of patches should be staged by the contractor to provide access to the properties within the closure for access by the fire department, police department, and ambulance service in the event of an emergency.

The Project consists of construction of residential streets with intent to minimize the time of construction and the exposure of subgrade soils to erosion. Upon removal of pavement in any area, underground construction begins immediately and construction proceeds continuously until that section of road is re-opened to traffic. The existing soils are Kenyon-Clyde-Urban land complex, with 2 to 9 percent slopes. All streets included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into various branches of Dry Run Creek and then to the Cedar River.

The project plan set shows the intended construction staging plan and minimum details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project streets. The Rational Method runoff coefficient used for the design of the storm sewer and intake system was 0.4 for low density residential.

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. In addition, sediment filters shall be installed on intake wells in sump locations and at the low point of the construction stage. Also, silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall

also be placed on finished intake openings until the areas between the back of curb and the existing undisturbed grass are sodded or have established growth from seeding.

Stabilizing of all disturbed areas shall be by sodding, seeding or hydromulch as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. Hydromulch shall be incidental if seeding is not incorporated due to temperatures. No areas shall be left unprotected for more than 14 days. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the plans. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
2. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete and plastic pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of street construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not change as a result of the street construction project, but storm water runoff shall be managed during construction to minimize erosion.

4. Reporting and Updates

The Owner or a representative is to insure compliance with the plans and will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached “final stabilization” at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. Revisions and modifications shall be made to the control facilities as needed.

12 Method of Measurement

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 STREET PATCHING Project in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications.

13 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 edition of the SUDAS.

DIVISION 4 – Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the 2021 STREET PATCHING Project in accordance with the 2021 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the SUDAS, except as amended or supplemented as follows:

Item No. 5 - Saw Cutting for Removals
Saw cutting required for pavement removal will be measured on a lineal foot basis. All saw cutting required for removals shall be full depth. Saw cuts required for new pavement joints shall be incidental to the cost per square yard for new pavement.

Item No. 10 - Subbase, Modified
Material for Modified Subbase shall comply with the Standard Specification, consisting of virgin crushed stone material. Placement and compaction shall comply with the Standard Specification Section with the following exception: Contractor will be allowed to utilize the completed subbase as a haul road for concrete delivery to the paving operation on streets without CD baskets.

Item No. 17 – Utility Patch, P.C.C. Full Depth, "C" Mix
Full depth P.C.C. patches shall be placed at the project limits as directed by the Engineer. Full depth P.C.C. patches are intended to replace deteriorated areas of existing P.C.C. pavements at the project limits. The price bid per square yard shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the P.C.C. patch.

Item No. 18 – Utility Patch, HMA (ST), PG58-28S
Material requirements as per the Standard Specifications. HMA patches are intended to replace deteriorated areas of existing HMA pavements at the project limits and shall be placed at project limits as directed by the Engineer. The bid price per ton shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the HMA patch. Up to 10% of unclassified Recycled Asphalt Pavement (RAP) may be incorporated into these bid items.

Item No. 19 - Compaction of Subgrade
The portion of the subgrade to be covered by the modified subbase shall be scarified for a depth of 6 inches. The scarified material shall be uniformly dried or wetted and re-compacted to not less than 95 percent of standard proctor density as determined in accordance with AASHTO T-99. The price bid for "Compaction of Subgrade" shall be full payment for scarification, manipulation and compaction of the material and for furnishing all water required for the work in conformance with the plans and specifications.

Item No. 21 - Traffic Control
Traffic Control during construction shall meet the requirements of I.D.O.T. Specification Section 2528.

DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 30, 2021

SUBJECT: Recreational River Area and Riverbank Improvements Project
City Project Number: MC-038-3290
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Recreational River Area and Riverbank Improvements Project.

We recommend setting Monday, September 20th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Friday, September 24th, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by September 10th, 2021. The Plans and Specifications will be ready for distribution to contractors on September 8th, 2021, allowing more than two (2) weeks of review before contract letting.

This project involves the construction of eight in stream water features and upland improvements within, and on the banks, of the Cedar River in Cedar Falls, Iowa.

The total estimated cost for the construction of this project is $3,758,139.00. The City will use General Obligation Bonds, Blackhawk Gaming Grant, Emergency Reserves, Tourism Cash Reserves and Private Donations for the design and construction of this project.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: Chase Schrage, Director of Public Works

CITY OF CEDAR FALLS, IOWA
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS

BLACK HAWK COUNTY

CONSTRUCTION DRAWINGS
PROJECT NO. MC-038-3290
AUGUST 2021

SHEET INDEX:

SHEET NUMBER	SHEET TITLE
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C-03	PAY ITEM DESCRIPTION
C-04	LOCATION MAP & SHEET INDEX
C-05	EXISTING UTILITY SITE PLAN
C-06	CONSTRUCTION ACCESS 1
C-07	CONSTRUCTION ACCESS 2
C-08	TRAIL CLOSURE AND DETOUR PLAN
C-09	TRAIL CLOSURE AND DETOUR PLAN
C-10	TRAIL CLOSURE AND DETOUR PLAN
C-11	DEWATERING NORTH
C-12	DEWATERING SOUTH
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C-14	PLAZA FOUNTAIN
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C-21	STRUCTURE #8
C-22	TRAIL SECTIONS 1
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C-25	PROFILE VIEWS 2
C-26	PROFILE VIEWS 3
T-1	TRAIL LAYOUT
T-2	TRAIL LAYOUT
T-3	TRAIL LAYOUT
T-4	TRAIL LAYOUT
T-5	TRAIL LAYOUT
T-6	TRAIL LAYOUT
L 0	UPLAND DRAWING KEY
L 1	DEMOLITION PLAN
L 1.1	STONE QUANTITIES PLAN
L 2.0	UPPER TERRACE LAYOUT PLAN
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L 2.2	RIVER LEFT LAYOUT PLAN
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L 3.0	UPPER TERRACE/PLANTING PLAN
L 3.1	RIVER LEFT PLANTING PLAN
L 3.2	RIVER LEFT PLANTING PLAN
L 3.3	RIVER LEFT PLANTING PLAN
L 4	RIVER RIGHT LAYOUT/PLANTING PLAN
L 5	RIVER RIGHT (TURTLE BACK) LAYOUT/PLANTING PLAN
L 6	UPPER TERRACE SECTIONS
L 7	PAVING DETAILS
L 8	MISC DETAILS/SPECS
L 9	ELECTRICAL AND LIGHTING PLAN
L 10	PLUMBING PLAN
L 11	SIGNAGE PLAN
L 12	SIGNAGE GRAPHICS
D-1	PRESCRIBED PLATE DIMENSIONS
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D-3	STRUCTURE #7 (CLAY HOLE)
D-4	TYPICAL DETAILS
D-5	DEWATERING
D-6	EROSION CONTROL DETAILS
D-7	EROSION CONTROL DETAILS
D-8	PROPERTY BOUNDARY EXHIBIT MAP
D-9	GENERAL NOTES
D-10	GENERAL NOTES CONTINUED
D-11	GENERAL NOTES CONTINUED

PROJECT LEGEND

EXISTING GRADE CONTOURS

PROPOSED GRADE CONTOURS

GROUTED BOULDERS

CONCRETE

IDOT RIGHT-OF-WAY OR PROPERTY LINE

GAS LINE CROSSING — GAS —

WATER LINE CROSSING — W — W —

KNOWN STORMWATER OUTFALL (STRM)

CONSTRUCTION STAGING AND ACCESS AREAS

CONSTRUCTION ACCESS ROAD

COFFERDAM LOCATIONS

VEHICLE TRACKING CONTROL

CONCRETE WASHOUT

STRAW WADDLES

TRAIL DETOUR ROUTES

COFFER DAM SEQUENCING

THE URBAN STADARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

PROJECT OWNER:

CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS
IA 50613

PROJECT CONSULTANTS:

Riverwise Engineering | align architecture & planning | Recreation Engineering & Planning

THIS PROJECT IS COVERED UNDER THE FOLLOWING PERMITS:

- UNITED STATES ARMY CORPS OF ENGINEERS 404 AND 408 PERMIT NUMBER CEMVR-OD-P-2020-1140
- STATE 401 WATER QUALITY CERTIFICATION NO. 20-1-013-09-02-S
- IOWA DNR TRACKING NUMBER: 88965
- FLOOD PLAN DEVELOPMENT PERMIT NUMBER 88965FP-01
- SECTION 408 REQUEST NUMBER 408-MVR-2020-0009
- PLANS APPROVED AS PER CITY OF CEDAR FALLS FLOODPLAIN PERMIT #21-3439-FLDP
- PLANS APPROVED AS PER CITY OF CEDAR FALLS SWPPP PERMIT #IA-38536-38175

APPROVAL SIGNATURE BY A CITY OF CEDAR FALLS ENGINEERING MANAGEMENT INDIVIDUAL

APPROVAL TO CONSTRUCT DATE

NOTES:

1) CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CITY OF CEDAR FALLS ADOPTED STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL (AND ACCEPTABLE).

2) THE CONTRACTOR IS REQUIRED TO CONTACT THE U.S. ARMY CORPS OF ENGINEERS ROCK ISLAND DISTRICT 72 HOURS PRIOR TO COMMENCING WORK. THE CONTACT IS MR. PAUL ST. LOUIS, 309-794-5208.

IOWA ONE CALL℠ 1-800-292-8989 www.iowaonecall.com 811 Know what's below. Call before you dig.

ENGINEER OF RECORD

Riverwise Engineering

RIVERWISE ENGINEERING, LLC
PO BOX 706
DURANGO, CO 81301
(303) 808-7734
WWW.RIVERWISE.ORG

LANDSCAPE ARCHITECT

align architecture & planning

ALIGN ARCHITECTURE & PLANNING
327 EAST FOURTH STREET
SUITE 204
WATERLOO, IOWA 50703
(319) 233-1163
WWW.ALIGNPLC.COM

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

SIGNED: _____ DATE: _____

SHANE SIGLE, P.E. IA LIC. NO. 21194

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:_____

LANDSCAPE ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA

SIGNED: _____ DATE: _____

LARRY KURTZ, R.A. IA LIC. NO. 302

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:_____

MAYOR
ROBERT GREEN
COUNCIL PERSONS
MARK MILLER
SUSAN DEBUHR
DARYL KRUSE
SIMON HARDING
FRANK DARRAH
KELLY DUNN
DAVE SIRES

Riverwise Engineering

RIVERWISE ENGINEERING, LLC
PO BOX 706
DURANGO | CO | 81302
WWW.RIVERWISE.ORG

DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER

PRELIMINARY - NOT FOR CONSTRUCTION

TABLE OF CONTENTS AND SIGNATURES

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

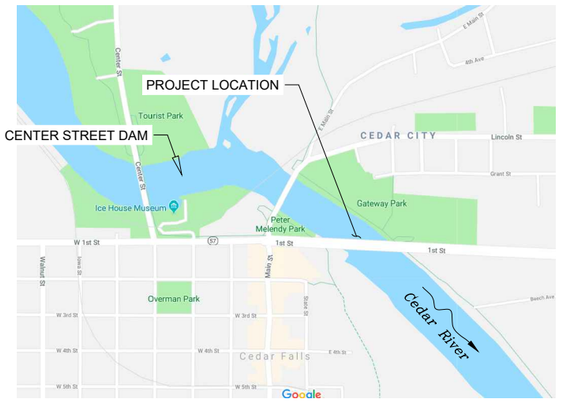
C-01

SHEET C-01

CITY OF CEDAR FALLS, IOWA
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY

VICINITY MAP

SCALE: 1"=3,000' (FOR 22X34" SHEETS)



SITE PLAN

SCALE: 1"=1000' (FOR 22X34" SHEETS)

PROJECT NOTES:

1. RWE AND ALIGN STAFF SHALL BE PRESENT FOR CONSTRUCTION OF KEY ASPECTS OF THIS PROJECT
2. CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS IN THE PERMIT LIST ON SHEET C-02:
3. CONTRACTOR SHALL CONTACT APPROPRIATE UTILITY LOCATE AUTHORITY PRIOR TO CONSTRUCTION. IOWA ONE CALL-TOLL FREE- 800-292-8989 CALL BEFORE YOU DIG

PERMIT REVIEW NOTES:

1. FLOOD CONTINGENCY PLAN INCLUDED WITH DRAWINGS
2. USACOE PERMITS ARE VALID FOR 5 YEARS
3. NO MODIFICATIONS TO THE FEDERAL LEVEE PROJECT ON THE RIGHT DESCENDING BANK SHALL OCCUR

SURVEY NOTES:

1. EXISTING GROUND DATA BASED ON CONTOUR DATA FROM AECOM SURVEY 2005.
2. VERTICAL DATUM: NAVD88
3. HORIZONTAL COORDINATE SYSTEM: NAD83 IOWA STATE PLANES, NORTH ZONE, US FOOT

PROJECT UTILITY CONTACTS:

IOWA ONE CALL-TOLL FREE- CALL BEFORE YOU DIG 1-800-292-8989

Cedar Falls Utilities - 319-266-1761
Cedar Falls Waterworks- Brian Heath, O & M Division Manager- 319-273-8629
Cedar Falls Stormwater Pollution Contact- 319-273-8668
Water Reclamation - Mike Nyman - 319-273-8633
Century Link - 319-538-7215
Qwest-Von Dougherty- 319-399-7487
MediaCom-Kevin Parker- 319-232-8800
MidAmerica Energy (Electric)- 319-291-4667
MidAmerica Energy (Gas)- 319-291-4623

PROJECT LOCATION:

LATITUDE 42°32'17.0"N
LONGITUDE 92°26'33.2"W

BLACK HAWK COUNTY

ABBREVIATIONS:

AVG	AVERAGE	N	NORTH
DTL	DETAIL	NTS	NOT TO SCALE
E	EAST	OC	ON CENTER
ELEV	ELEVATION	OHWM	ORDINARY HIGH WATER MARK
FT	FEET	SHT	SHEET
IN	INCHES	STA	STATION
MAX	MAXIMUM	STD	STANDARD
MIN	MINIMUM	TYP	TYPICAL

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DRAFT

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RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
LOCATION MAPS AND UTILITY CONTACTS

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.
C-02

PAY ITEM DESCRIPTION

Instream Improvements

Item Number	Work Item	Estimated Quantity	Unit	Description
1	Mobilization	1	Lump Sum	Includes all costs associated with mobilization for all staging areas including, but not limited to, staging area preparation, vehicle tracking control, bonding, BMP's, waste borrow, topsoil storage, fuel storage, fencing, stormwater controls, clearing and grubbing, access roads, machinery transportation, staging, removal of all machinery, and restoration of all impacted areas. Includes seeding and monitoring. No other items associated with mobilization and demobilization will be paid. Includes miscellaneous items needed for the project that are not incidental to other items and not specifically noted as items.
2	Silt Fencing	1500	Lin. Ft.	Includes acquisition, placement, maintenance, and removal of silt fencing surrounding, and/or within the south staging area.
3	Straw Waddle	300	Lin. Ft.	Includes acquisition, placement, maintenance, and removal of straw waddle surrounding, and/or within the staging areas.
4	Cofferdam Installation and Removal	7	Lump Sum	Includes installation, bolstering, maintenance, and removal of all cofferdams associated with the instream structures, as noted in the drawings.
5	River Right Access Road	1	Lump Sum	Includes creation, bolstering, maintenance, and removal of the river right access road as noted in the drawings.
	Structure #2- Put-in River Right			
6	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	155	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
7	Concrete - low flow	35	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
8	Subgrade - Clean angular 3-8" cobble	233	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #3			
9	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	140	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
10	Concrete- low flow	22	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
11	Subgrade - Clean angular 3-8" cobble	105	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #4			
12	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	56	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
13	Concrete- low flow	35	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
14	Subgrade - Clean angular 3-8" cobble	28	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #5			
15	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	148	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
16	Concrete- low flow	28	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
17	Subgrade - Clean angular 3-8" cobble	369	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #6- Take-out River Right			
18	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	320	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
19	Subgrade - Clean angular 3-8" cobble	300	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #7- Clay Hole Safety and Recreational Improvements			
20	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	157	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
21	Concrete- low flow	115	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
22	Concrete Demolition and Shaping	1	Lump Sum	Includes demolition, shaping, and partial removal of the existing dam remnants, searching and probing for concrete, rebar, and other construction material remnants from the 1st St. bridge construction, removal, trimming, grading, breaking and reducing sizes of existing material. May include deflection of current to provide better access to pieces that require removal or trimming of exposed and dangerous rebar, flanges, and other metal joints that pose hazards.
23	Subgrade - Clean angular 3-8" cobble	393	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Structure #8- Take-out River Left			
24	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	30	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications, testing, modifications as noted in the bid narrative, and final grading.
25	Concrete- low flow	28	Cubic Yards Concrete	Includes subgrade preparation, forming, approval by RWE representative, placement of concrete, cold-weather precautions (if needed), finishing, testing, modifications, and final approval by RWE representative.
26	Subgrade - Clean angular 3-8" cobble	45	Cubic Yds.	Includes acquisition, transport, placement, grading, surveying to determine and confirm elevations, and final grading following Boulder Fill placement.
	Miscellaneous			
27	Large Random Boulders, 7' Diameter	23	each	Includes acquisition of boulders, transport, placement as directed, preparation of subgrade, and re-placement/tuning of location as the project progresses. It should be expected that the boulders will be moved and tuned as the project progresses.
28	Boat Ramp Terracing	393	Cubic Yards Grouted Rock	Includes acquisition of boulders, transport, placement as directed, preparation for grouting, grouting, finishing the grout surface as noted in the drawings and specifications.
29	Boat Ramp Area Trails	7	Cubic Yards Concrete	Includes subgrade preparation, forming, grading, surveying to confirm project elevations, grades, slopes, tie-ins, radius', etc., placement of grout, testing, finishing, and final approval from City and RWE representatives.
30	Miscellaneous Equipment Hours	200	hours	Includes use of 300 series or larger (approx. 60,000 lbs. or greater) trackhoe as directed by an RWE representative. No work shall occur under this item unless approved by RWE representative in writing.
31	Northeast Parking lot Repair-Seal Coat	4000	Sq. Yds.	Includes sub base prep and seal coat per city standards.
Alt. No. 1	Lighting @ trees, bridge - includes added design	1	Lump Sum	Includes design schematic and product submittals for approval w/installation after dark light show and modify for architect approval. Includes all electrical connections to existing point of connection. All installation to meet current electrical codes. Include allowance of $2000.
Alt. No. 2	River Demobilization	1	Each	A River Demobilization may include, but is not limited to, a single removal of all machinery from the river, demolition of existing cofferdams and haul roads, and grading to return cofferdammed areas and haul roads to original grades. Includes remobilization associated with this pay item.
Alt. No. 3	Project Demobilization	1	Each	A Project Demobilization may include, but is not limited to, a single removal of all machinery, materials, fencing, BMP's, and any non-native material from the staging area(s). The work shall include removal of any temporary fill vulnerable to erosion and grading of all areas to pre-mobilization elevations. Paved parking areas used for staging shall be seal coated. Includes remobilization associated with this pay item.

Upland Improvements

Item Number	Work Item	Estimated Quantity	Unit	Description
32	Concrete/Rebar River Clean Up	1	Lump Sum	Remove from river and river bank all concrete chunks not usable for hidden fill. Also remove 589 sq feet of parking lot seal coat and concrete sidewalk. Separate concrete rebar- concrete only to be recycled at choice of 2 local (2 mi) concrete suppliers. Price is for four 15 ton tandem axle dump trucks.
33	Concrete Mowbands	820	Lin. Ft.	On-grade concrete planting separators per details. Includes cutting material to subgrade, subgrade preparation, subbase placement, forming, placement of concrete, and finishing.
34	Removal of Concrete Bike Trail	3100	Sq. Ft.	Includes breaking, loading and dumping fees. Off hauling all concrete at trail.
35	New Concrete Bike Trail	3400	Sq. Ft.	Includes grading layout forming and installation of base rock and concrete trail.
36	Upland Path 6' wide	6000	Sq. Ft.	Includes coordination of boulders placement as directed, preparation of sub grade, scribing to boulders with broom finish and control joints at 10' o.c.
37	Shoreline Path 4' and 5' wide	3200	Sq. Ft.	Includes coordination of boulders placement as directed, preparation of sub grade, scribing to boulders with broom finish and control joints at 8' o.c.
38	Seal Chute	1	Lump Sum	Includes cutting material to subgrade, subgrade preparation, subbase placement (if needed), placement of large stone bank reinforcing, forming, concrete placement, and finishing. Includes placement of treated wood rails.
39	Specialty Stone @ Upper Plaza	120	Tons	Includes acquisition of grey specialty stone and flagstone, transport, storage and placement as directed by RWE/Align representative.
40	Stone Seat Wall @ Upper Plaza	56	Tons	Includes acquisition of stone transport, storage and placement as directed by RWE/Align representative. Including sub base and stone pieces at joints w/fabric backing and underlayment with approved soil backfill provided by city.
41	Upper Terrace Concrete	1830	Sq. Ft.	Includes placement, sub base, skin or stamped w/color hardener and sealer. Also including placement of resin bond stones and glow stones.
42	Synthetic Turf	1	Lump Sum	Include the acquisition and sub base and prep, drainage piping, forming and finished placement of synthetic turf. Approximately 240 lf of drain piping.
43	Lower Terrace Concrete (Turbe)	1250	Sq. Ft.	Includes placement of sub base, fiberglass rebar on stone platform. Includes 3 colors of color hardener as shown on artwork. After curing, contractor layout of art work and turtle spots painted w/approved top coating.
44	Stone Bank Reinforcements	1643	Tons	Includes excavation of existing rip rap and temp storage and reuse if rip rap as fill at other locations within the project. Also includes coordination and keying into previously placed stone and accommodating concrete walkways, seal chute and planting areas.
45	Wood Bridges	3	Each	includes acquisition of treated lumber, staining, fabrication hardware and anchoring to large stones placed specifically to hold the bridges.
46	Existing Features Relocation (Bollard lights)	3	Each	Includes the salvage of three bollards to city storage. Removal and disconnection of electrical lines from #10 and #14. Reinstallation of (11, 12, 13) plus re-electrification from #10 through #14. Contractor is responsible for any damage to bollards.
47	Signage	9	Each	Includes the acquisition and installation of 9 signs. Architect will work with sign supplier, and contractor will be responsible for submittals to approve art work by sign supplier. Footing and installation to be included under this line item.
48	Northwest Parking lot Repair-Seal Coat	2500	Sq. Yds.	Includes sub base prep and seal coat per city standards.
49	Add Shower to Existing Bath	1	Each	Includes acquisition of shower and mounting to footing. Connect to newly installed irrigation piping all per plumbing code requirements.
50	Benches	3	each	Includes acquisition of suitable size limestone block, placement leveling and boring to receive bench. Includes acquisition of bench and installation of removable and lockable connection to stone sleeve. Locations to be determined.
51	Planting (Rip Rap re-use planting pockets)	1,973	Sq. Ft.	upon excavation of new concrete walkways over excavate and place filter fabric and reinstall rip rap stone and city provided soil mix. All such areas to be wrapped to contain soil in the event of flooding. Detail 1-L8 @ midland designation of 1,774 sf Sheet L 3.1 and sheet L4 of 120 sf and 79 sf.
52	Planting Trees, Shrubs & Lawns	1	Lump Sum	Includes the acquisition of all trees, shrubs, ground covers, seeding with soil prep and fine grading within 1" of finished grade. To include plant basins, fertilizer and staking, pre-emergent weed control, required mulch and 1 year warranty from date of installation.
53	Irrigation	1	Lump Sum	Includes point of connection inside building to existing back flow preventor and piping to leave building to exterior and trenched to desired location. Include all boxes, quick coupler, and finished grading. Connection to back flow unit to be approved by plumbing inspector . All adhered to plumbing code.

Riverwise Engineering

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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
PAY ITEM DESCRIPTION

REVISIONS:

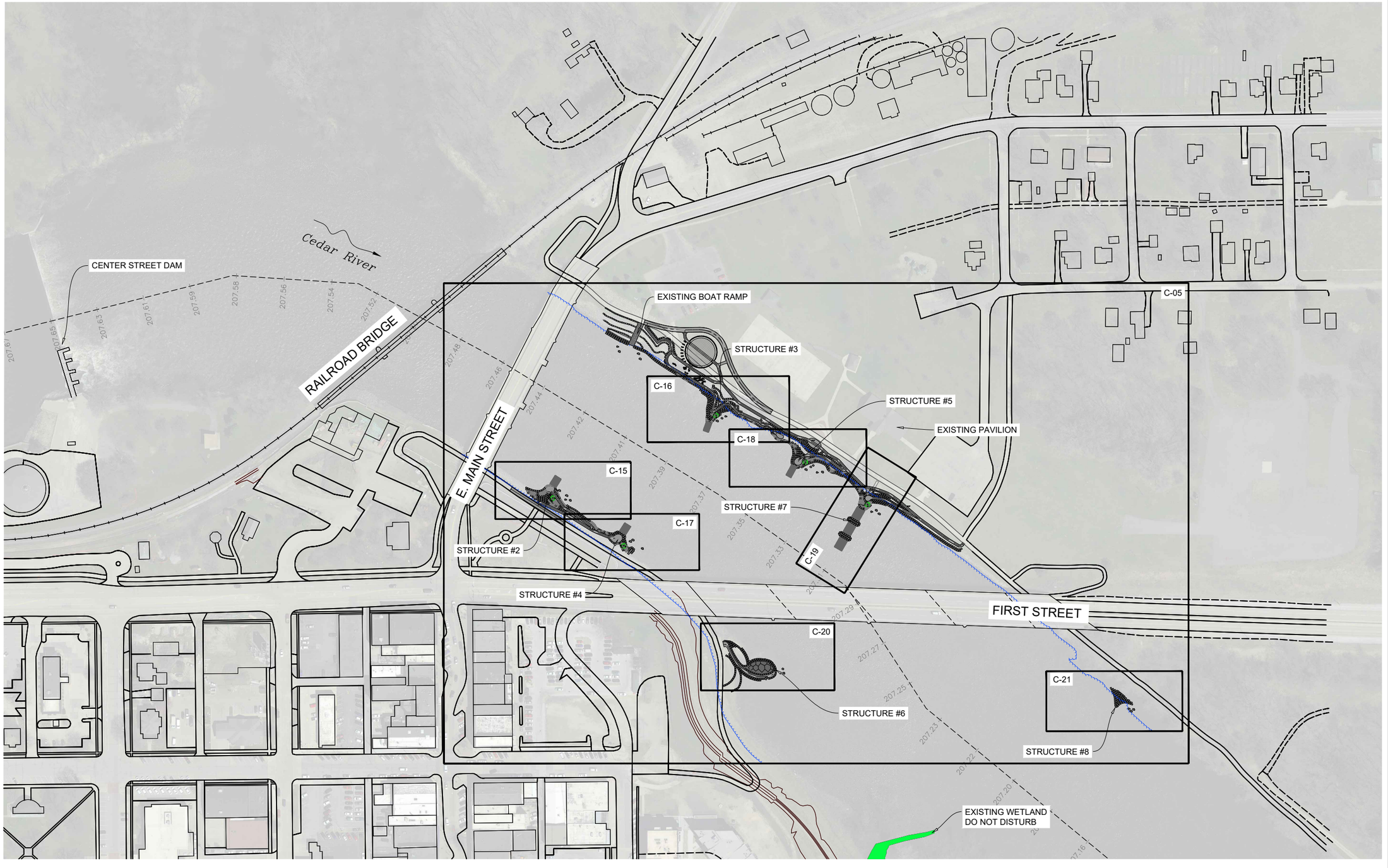
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS | DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-03

SHEET C-03



LOCATION MAP AND SHEET INDEX

N

SCALE BAR 1"=100'

100 0 100

CONTOUR INTERVAL NONE

NOTE:
1. WATER SURFACE EXTENT BREAKLINES SHOWN AS DELINEATED BY AECOM MAY 2016 FOR APPROXIMATE FLOW 6,180CFS
2. RIVER GAGE ZERO=763.10 NGVD29 (DATUM SHIFT NAVD88 MINUS NGVD29 = -0.052FEET)

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RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
LOCATION MAP & SHEET INDEX

REVISIONS:

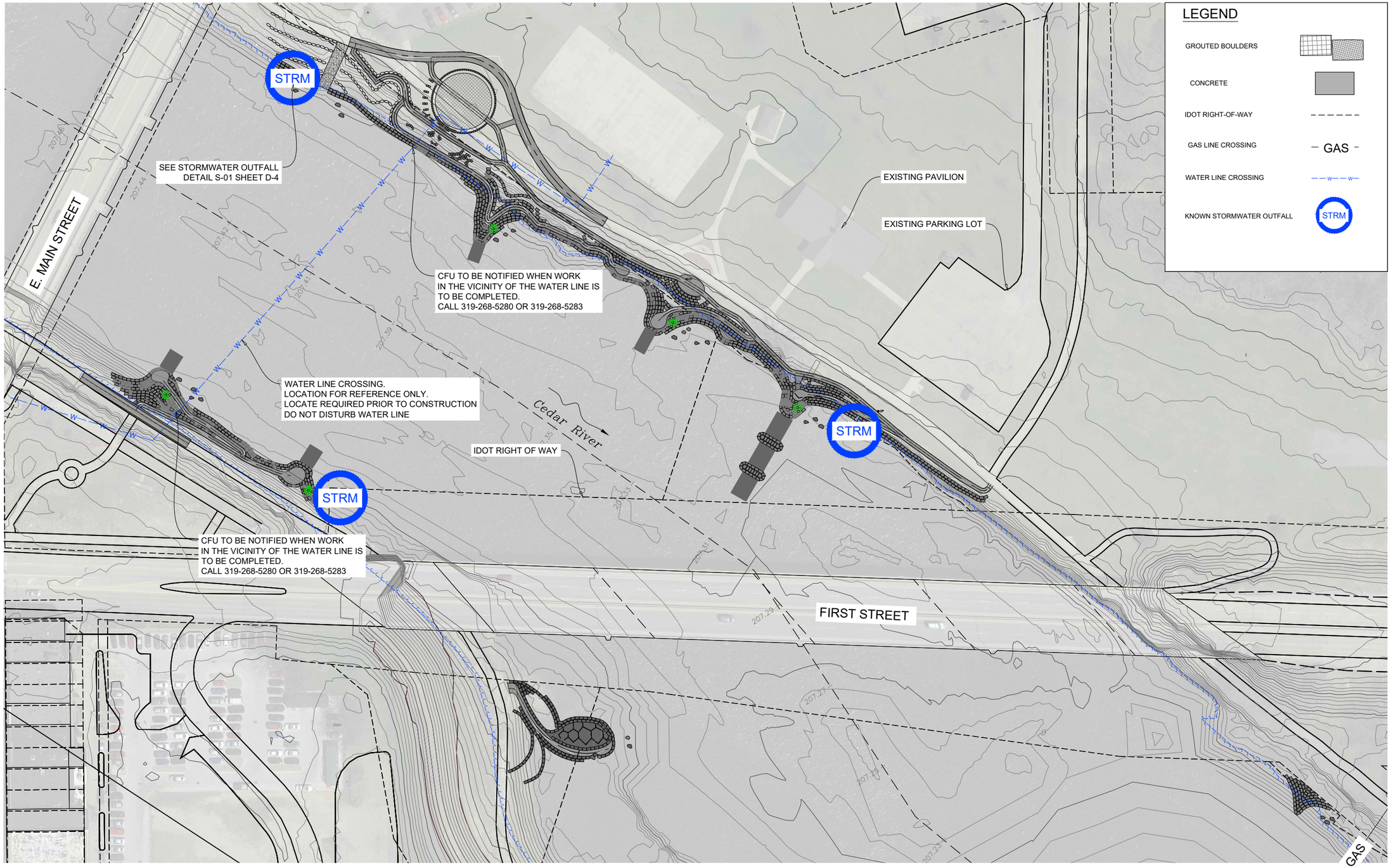
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-04

SHEET C-04



EXISTING UTILITY SITE PLAN
SCALE: 1"=50'

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

NOTES:
1. WATER AND GAS LINE CROSSINGS SHOWN FOR GENERAL REFERENCE ONLY. LOCATE REQUIRED PRIOR TO CONSTRUCTION TO DETERMINE LOCATION AND ELEVATIONS. DO NOT DISTURB LINES.
2. STORM OUTLETS TO BE MARKED BY CONTRACTOR IN THE FIELD PRIOR TO CONSTRUCTION AND STABILIZED BASED ON THE TYPICAL SHOWN ON DETAIL S-01 SHEET D-4

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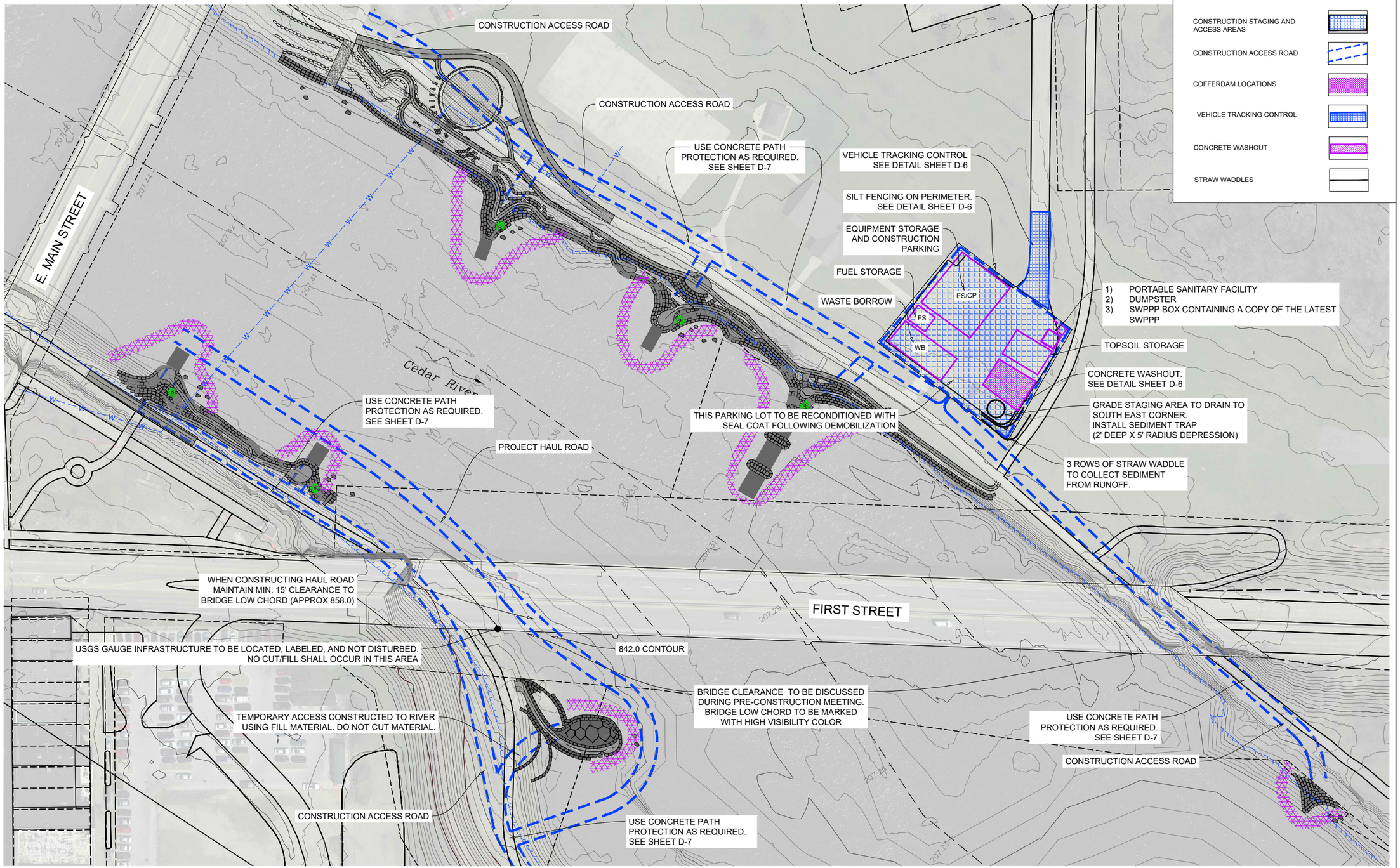
RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
EXISTING UTILITY SITE PLAN

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.
C-05
SHEET C-05
533



LEGEND

- CONSTRUCTION STAGING AND ACCESS AREAS
- CONSTRUCTION ACCESS ROAD
- COFFERDAM LOCATIONS
- VEHICLE TRACKING CONTROL
- CONCRETE WASHOUT
- STRAW WADDLES

CONSTRUCTION ACCESS

SCALE: 1"=50'

USGS GAUGE LOCATION:
LATITUDE 42°32'15.3"N
LONGITUDE 92°26'35.9"W

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

NOTE:
1) INSTALL INLET PROTECTION AT ALL STORM DRAIN INLETS WITHIN THE PROJECT AREA. SEE SHEET D-6 FOR DETAILS.
2) ENSURE PROPER CLEARANCE AT FIRST STREET UNDERPASS.
3) ALL SAND BAGGING OR HESCOS TO BE THE RESPONSIBILITY OF THE CONTRACTOR
4) VEGETATED STAGING AREA TO BE CLEANED OF ANY DEBRIS, DE-COMPACTED AND FULLY SEEDED FOLLOWING THE COMPLETION OF THE PROJECT. PARKING AREA USED FOR STAGING TO BE RECONDITIONED WITH NEW SEAL COAT FOLLOWING DEMOBILIZATION.

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY

PRELIMINARY - NOT FOR CONSTRUCTION

CONSTRUCTION ACCESS 1

REVISIONS:

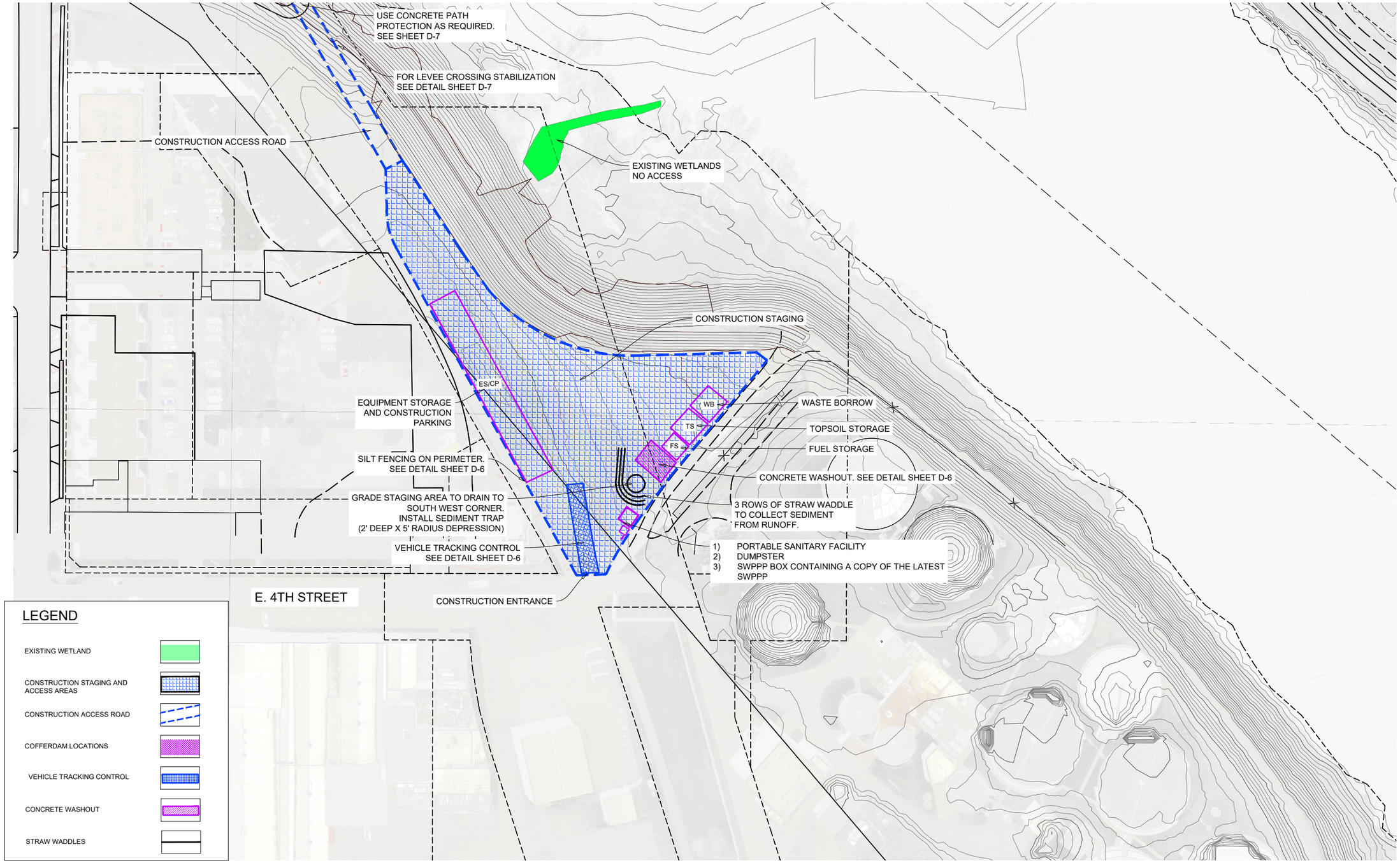
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-06

SHEET C-06



LEGEND

- EXISTING WETLAND
- CONSTRUCTION STAGING AND ACCESS AREAS
- CONSTRUCTION ACCESS ROAD
- COFFERDAM LOCATIONS
- VEHICLE TRACKING CONTROL
- CONCRETE WASHOUT
- STRAW WADDLES

CONSTRUCTION ACCESS

SCALE: 1"=50'

USGS GAUGE LOCATION:
LATITUDE 42°32'15.3"N
LONGITUDE 92°26'35.9"W

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

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2) ENSURE PROPER CLEARANCE AT FIRST STREET UNDERPASS.
3) ALL SAND BAGGING OR HESCOS TO BE THE RESPONSIBILITY OF THE CONTRACTOR
4) STAGING AREA TO BE CLEANED OF ANY DEBRIS, DE-COMPACTED AND FULLY SEEDED FOLLOWING THE COMPLETION OF THE PROJECT.

RIVERWISE ENGINEERING, LLC
PO BOX 706
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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
CONSTRUCTION ACCESS 2

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
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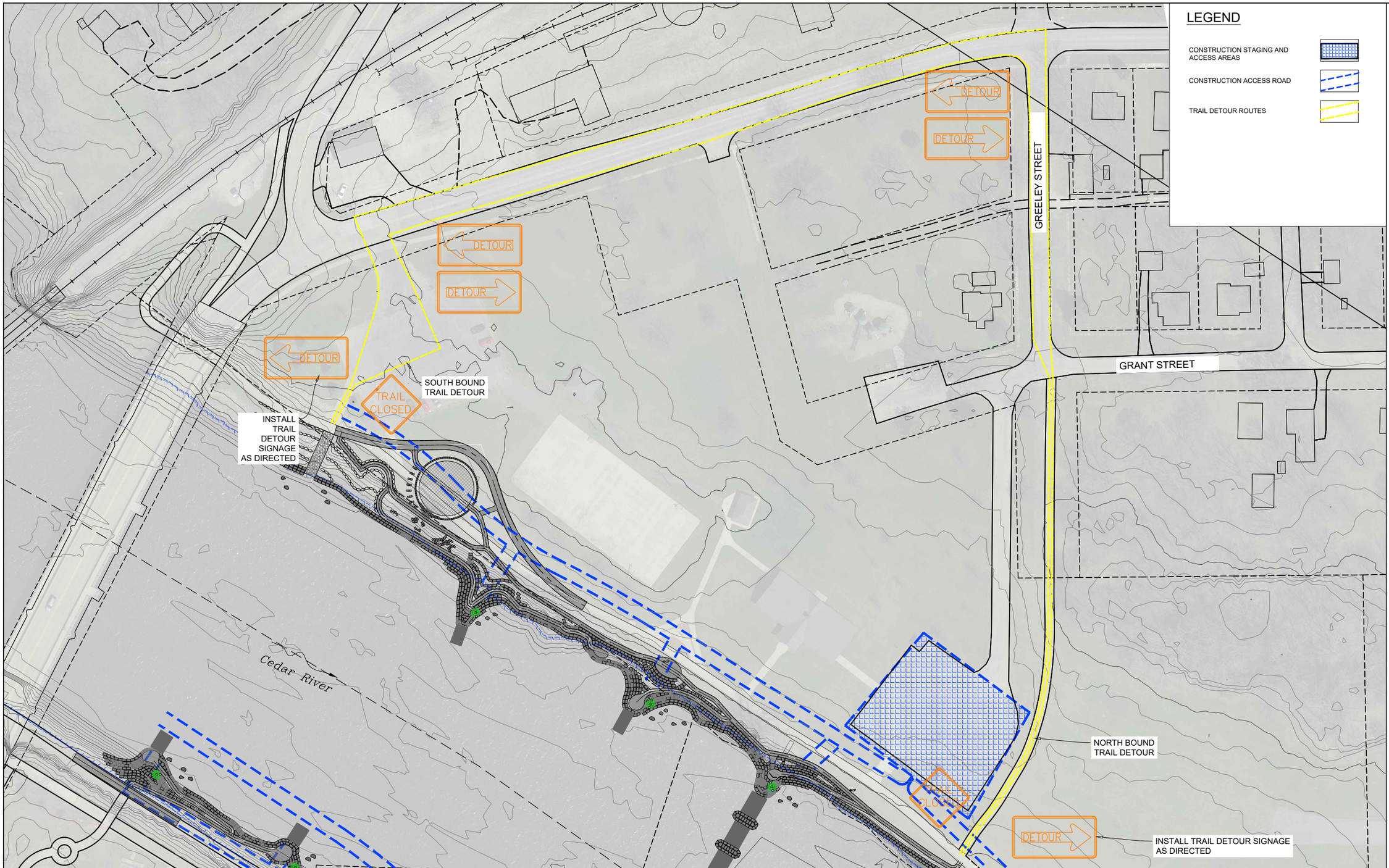
PLOT DATE: 8/30/2021

DRAWING NO.
C-07
SHEET C-07



TRAIL CLOSURE AND DETOUR PLAN
SCALE: 1"=50'

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

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CEDAR FALLS, IA
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CEDAR RIVER
BLACK HAWK COUNTY
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TRAIL CLOSURE AND DETOUR PLAN

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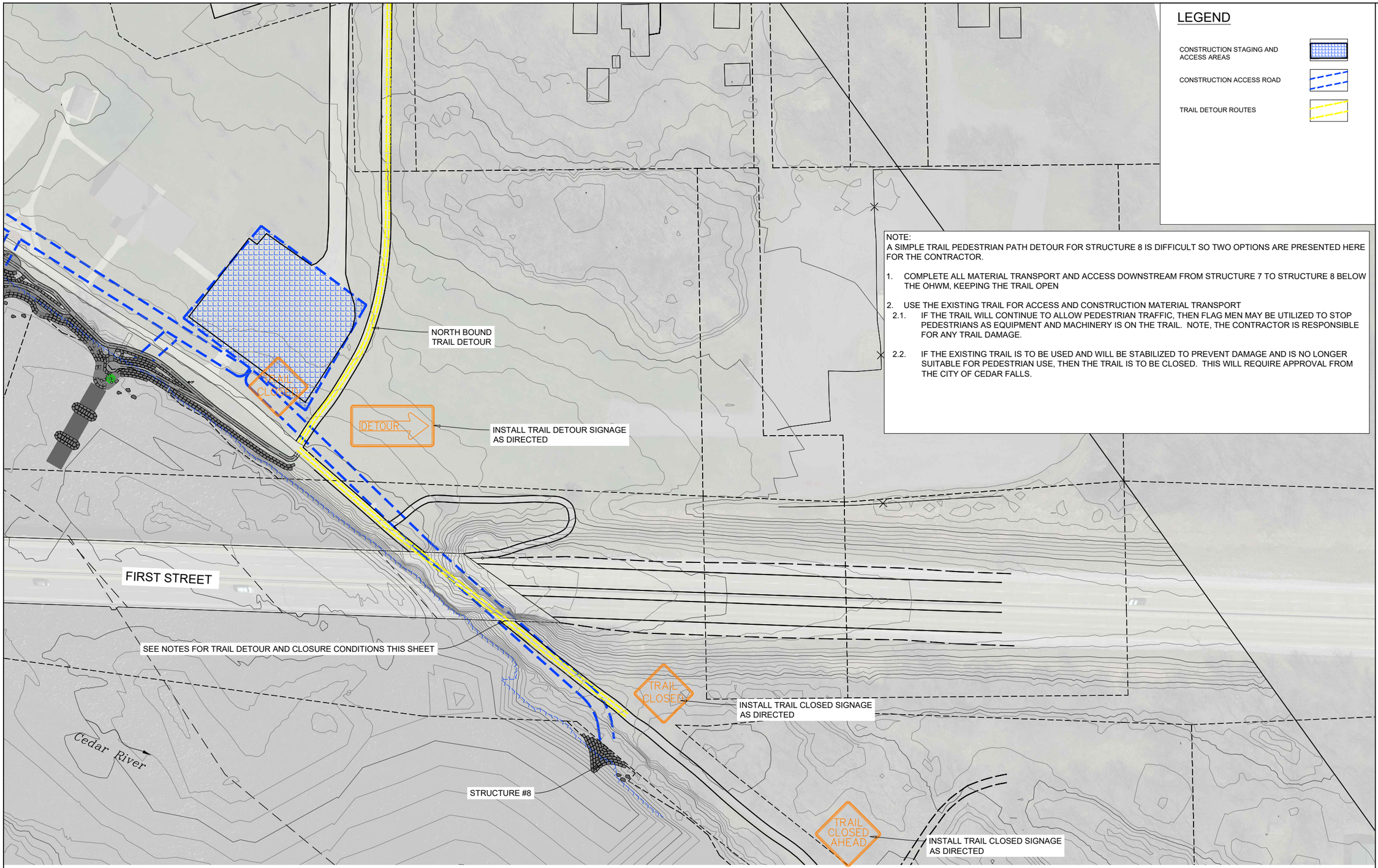
PLOT DATE: 8/30/2021

DRAWING NO.
C-08

SHEET C-08



LEGEND

- CONSTRUCTION STAGING AND ACCESS AREAS
- CONSTRUCTION ACCESS ROAD
- TRAIL DETOUR ROUTES

NOTE:
A SIMPLE TRAIL PEDESTRIAN PATH DETOUR FOR STRUCTURE 8 IS DIFFICULT SO TWO OPTIONS ARE PRESENTED HERE FOR THE CONTRACTOR.

1. COMPLETE ALL MATERIAL TRANSPORT AND ACCESS DOWNSTREAM FROM STRUCTURE 7 TO STRUCTURE 8 BELOW THE OHWM, KEEPING THE TRAIL OPEN

2. USE THE EXISTING TRAIL FOR ACCESS AND CONSTRUCTION MATERIAL TRANSPORT
   - 2.1. IF THE TRAIL WILL CONTINUE TO ALLOW PEDESTRIAN TRAFFIC, THEN FLAG MEN MAY BE UTILIZED TO STOP PEDESTRIANS AS EQUIPMENT AND MACHINERY IS ON THE TRAIL. NOTE, THE CONTRACTOR IS RESPONSIBLE FOR ANY TRAIL DAMAGE.
   - 2.2. IF THE EXISTING TRAIL IS TO BE USED AND WILL BE STABILIZED TO PREVENT DAMAGE AND IS NO LONGER SUITABLE FOR PEDESTRIAN USE, THEN THE TRAIL IS TO BE CLOSED. THIS WILL REQUIRE APPROVAL FROM THE CITY OF CEDAR FALLS.

TRAIL CLOSURE AND DETOUR PLAN

SCALE: 1"=50'

N

SCALE BAR 1"=50'

50 0 50

CONTOUR INTERVAL 1FT

Riverwise Engineering

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CEDAR RIVER BLACK HAWK COUNTY
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TRAIL CLOSURE AND DETOUR PLAN

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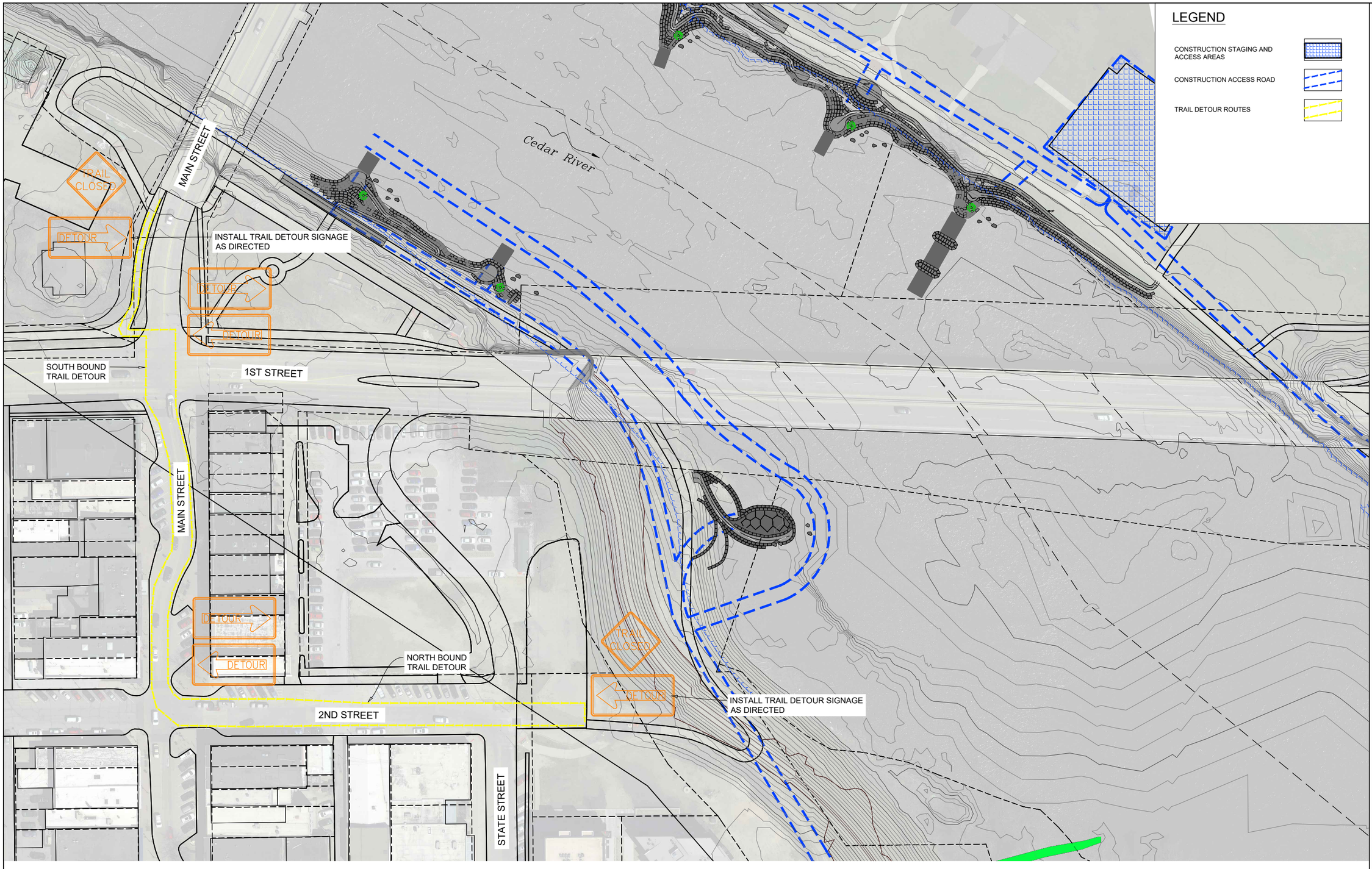
DRAWING NO.

C-09

SHEET C-09



TRAIL CLOSURE AND DETOUR PLAN
SCALE: 1"=50'

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

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BLACK HAWK COUNTY
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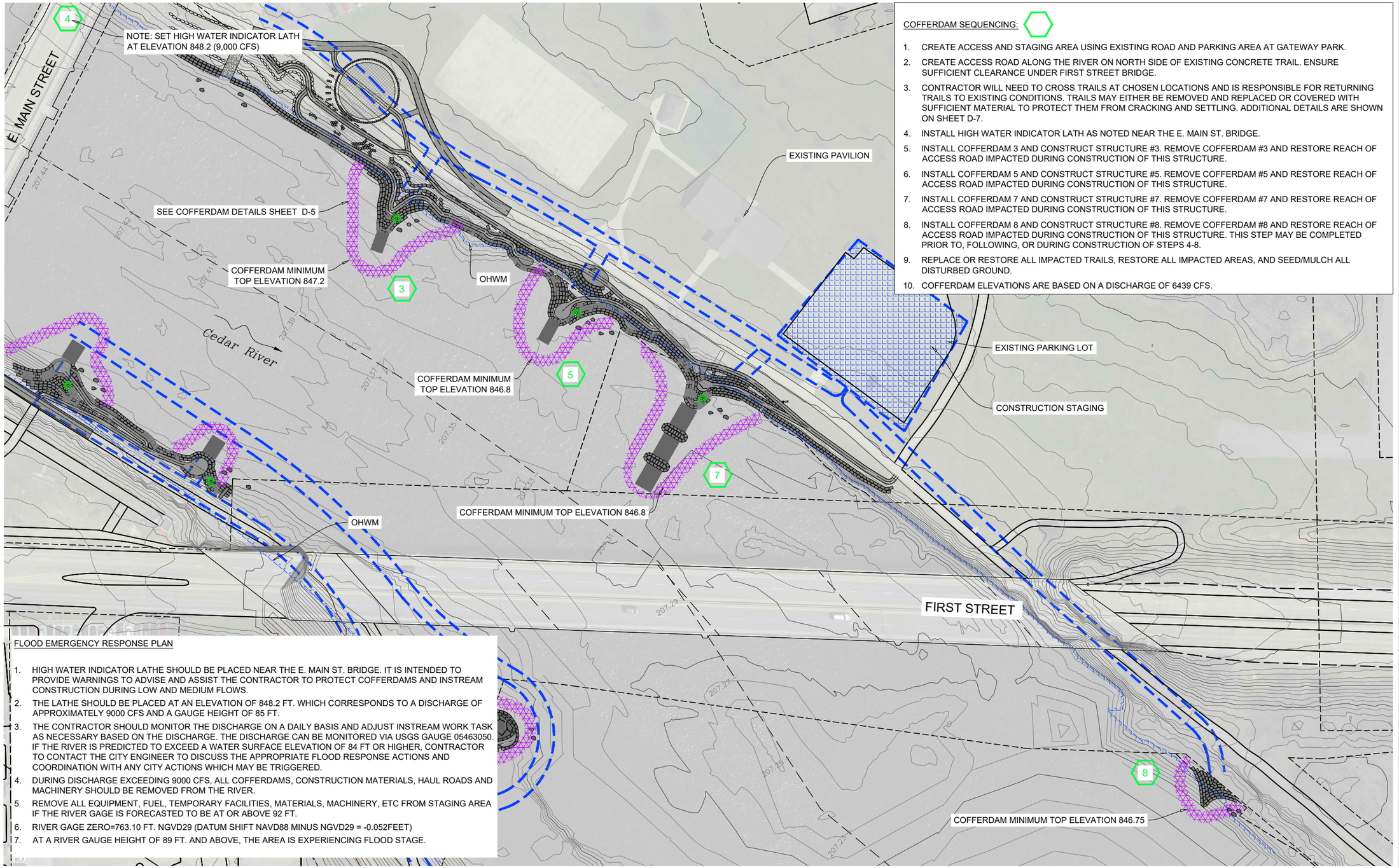
TRAIL CLOSURE AND DETOUR PLAN

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.
C-10
SHEET C-10



COFFERDAM SEQUENCING:

1. CREATE ACCESS AND STAGING AREA USING EXISTING ROAD AND PARKING AREA AT GATEWAY PARK.
2. CREATE ACCESS ROAD ALONG THE RIVER ON NORTH SIDE OF EXISTING CONCRETE TRAIL. ENSURE SUFFICIENT CLEARANCE UNDER FIRST STREET BRIDGE.
3. CONTRACTOR WILL NEED TO CROSS TRAILS AT CHOSEN LOCATIONS AND IS RESPONSIBLE FOR RETURNING TRAILS TO EXISTING CONDITIONS. TRAILS MAY EITHER BE REMOVED AND REPLACED OR COVERED WITH SUFFICIENT MATERIAL TO PROTECT THEM FROM CRACKING AND SETTLING. ADDITIONAL DETAILS ARE SHOWN ON SHEET D-7.
4. INSTALL HIGH WATER INDICATOR LATH AS NOTED NEAR THE E. MAIN ST. BRIDGE.
5. INSTALL COFFERDAM 3 AND CONSTRUCT STRUCTURE #3. REMOVE COFFERDAM #3 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
6. INSTALL COFFERDAM 5 AND CONSTRUCT STRUCTURE #5. REMOVE COFFERDAM #5 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
7. INSTALL COFFERDAM 7 AND CONSTRUCT STRUCTURE #7. REMOVE COFFERDAM #7 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
8. INSTALL COFFERDAM 8 AND CONSTRUCT STRUCTURE #8. REMOVE COFFERDAM #8 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE. THIS STEP MAY BE COMPLETED PRIOR TO, FOLLOWING, OR DURING CONSTRUCTION OF STEPS 4-8.
9. REPLACE OR RESTORE ALL IMPACTED TRAILS, RESTORE ALL IMPACTED AREAS, AND SEED/MULCH ALL DISTURBED GROUND.
10. COFFERDAM ELEVATIONS ARE BASED ON A DISCHARGE OF 6439 CFS.

FLOOD EMERGENCY RESPONSE PLAN

1. HIGH WATER INDICATOR LATHE SHOULD BE PLACED NEAR THE E. MAIN ST. BRIDGE. IT IS INTENDED TO PROVIDE WARNINGS TO ADVISE AND ASSIST THE CONTRACTOR TO PROTECT COFFERDAMS AND INSTREAM CONSTRUCTION DURING LOW AND MEDIUM FLOWS.
2. THE LATHE SHOULD BE PLACED AT AN ELEVATION OF 848.2 FT. WHICH CORRESPONDS TO A DISCHARGE OF APPROXIMATELY 9000 CFS AND A GAUGE HEIGHT OF 85 FT.
3. THE CONTRACTOR SHOULD MONITOR THE DISCHARGE ON A DAILY BASIS AND ADJUST INSTREAM WORK TASK AS NECESSARY BASED ON THE DISCHARGE. THE DISCHARGE CAN BE MONITORED VIA USGS GAUGE 05463050. IF THE RIVER IS PREDICTED TO EXCEED A WATER SURFACE ELEVATION OF 84 FT OR HIGHER, CONTRACTOR TO CONTACT THE CITY ENGINEER TO DISCUSS THE APPROPRIATE FLOOD RESPONSE ACTIONS AND COORDINATION WITH ANY CITY ACTIONS WHICH MAY BE TRIGGERED.
4. DURING DISCHARGE EXCEEDING 9000 CFS, ALL COFFERDAMS, CONSTRUCTION MATERIALS, HAUL ROADS AND MACHINERY SHOULD BE REMOVED FROM THE RIVER.
5. REMOVE ALL EQUIPMENT, FUEL, TEMPORARY FACILITIES, MATERIALS, MACHINERY, ETC FROM STAGING AREA IF THE RIVER GAGE IS FORECASTED TO BE AT OR ABOVE 92 FT.
6. RIVER GAGE ZERO=763.10 FT. NGVD29 (DATUM SHIFT NAVD88 MINUS NGVD29 = -0.052FEET)
7. AT A RIVER GAUGE HEIGHT OF 89 FT. AND ABOVE, THE AREA IS EXPERIENCING FLOOD STAGE.

WATER CONTROL PLAN NORTH

SCALE: 1"=50'

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

LEGEND

EXISTING GRADE CONTOURS
PROPOSED GRADE CONTOURS
GROUTED BOULDERS
RIPRAP ARMORING
CONCRETE
PARCEL BOUNDARIES
COFFERDAM LOCATIONS
CONSTRUCTION STAGING AND ACCESS AREAS
CONSTRUCTION ACCESS ROAD

RIVERWISE ENGINEERING, LLC
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DRAFT

PROJECT OWNER:
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220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
DEWATERING NORTH

REVISIONS:

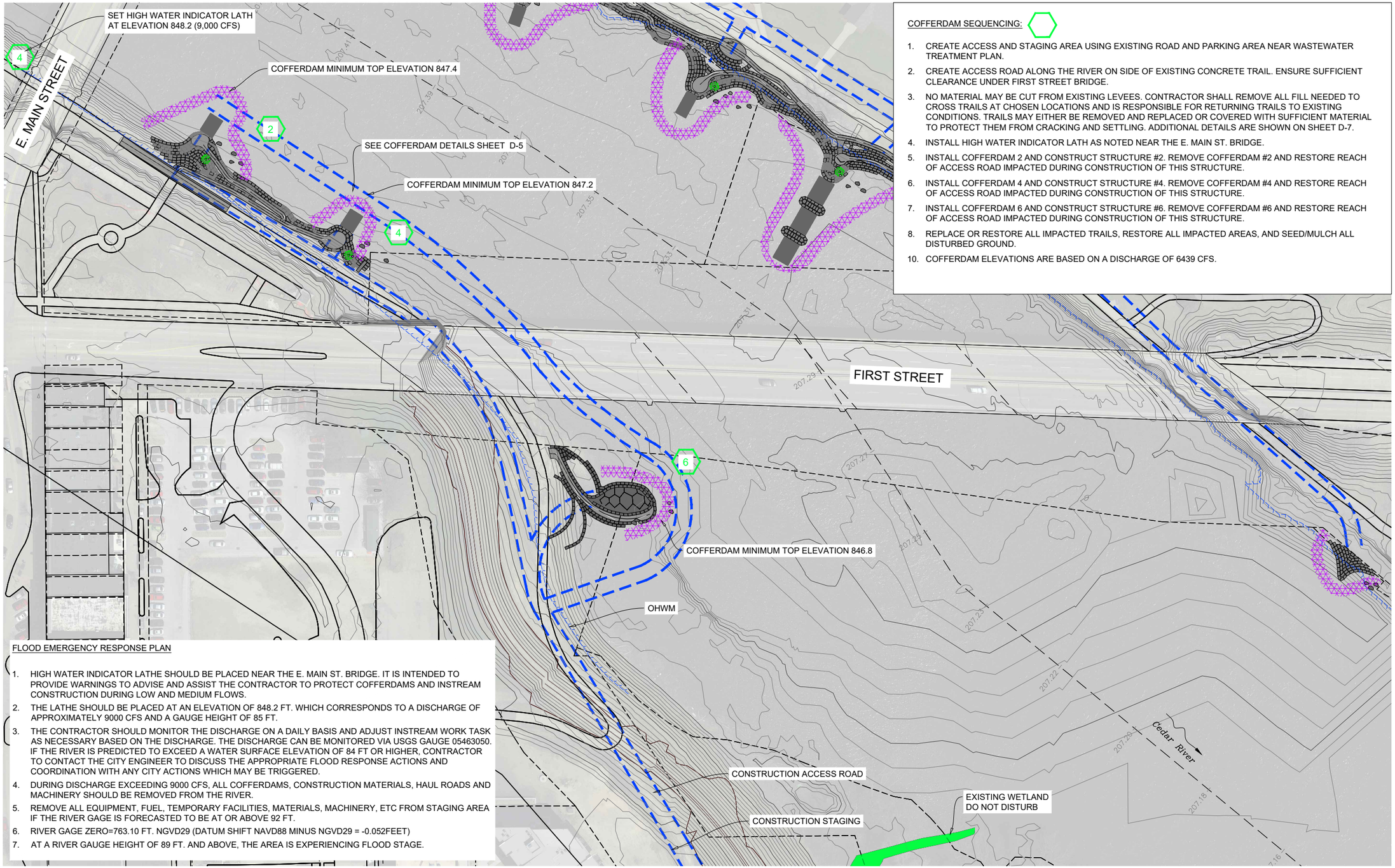
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-11

SHEET C-11



COFFERDAM SEQUENCING:

1. CREATE ACCESS AND STAGING AREA USING EXISTING ROAD AND PARKING AREA NEAR WASTEWATER TREATMENT PLAN.
2. CREATE ACCESS ROAD ALONG THE RIVER ON SIDE OF EXISTING CONCRETE TRAIL. ENSURE SUFFICIENT CLEARANCE UNDER FIRST STREET BRIDGE.
3. NO MATERIAL MAY BE CUT FROM EXISTING LEVEES. CONTRACTOR SHALL REMOVE ALL FILL NEEDED TO CROSS TRAILS AT CHOSEN LOCATIONS AND IS RESPONSIBLE FOR RETURNING TRAILS TO EXISTING CONDITIONS. TRAILS MAY EITHER BE REMOVED AND REPLACED OR COVERED WITH SUFFICIENT MATERIAL TO PROTECT THEM FROM CRACKING AND SETTLING. ADDITIONAL DETAILS ARE SHOWN ON SHEET D-7.
4. INSTALL HIGH WATER INDICATOR LATH AS NOTED NEAR THE E. MAIN ST. BRIDGE.
5. INSTALL COFFERDAM 2 AND CONSTRUCT STRUCTURE #2. REMOVE COFFERDAM #2 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
6. INSTALL COFFERDAM 4 AND CONSTRUCT STRUCTURE #4. REMOVE COFFERDAM #4 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
7. INSTALL COFFERDAM 6 AND CONSTRUCT STRUCTURE #6. REMOVE COFFERDAM #6 AND RESTORE REACH OF ACCESS ROAD IMPACTED DURING CONSTRUCTION OF THIS STRUCTURE.
8. REPLACE OR RESTORE ALL IMPACTED TRAILS, RESTORE ALL IMPACTED AREAS, AND SEED/MULCH ALL DISTURBED GROUND.
10. COFFERDAM ELEVATIONS ARE BASED ON A DISCHARGE OF 6439 CFS.

FLOOD EMERGENCY RESPONSE PLAN

1. HIGH WATER INDICATOR LATHE SHOULD BE PLACED NEAR THE E. MAIN ST. BRIDGE. IT IS INTENDED TO PROVIDE WARNINGS TO ADVISE AND ASSIST THE CONTRACTOR TO PROTECT COFFERDAMS AND INSTREAM CONSTRUCTION DURING LOW AND MEDIUM FLOWS.
2. THE LATHE SHOULD BE PLACED AT AN ELEVATION OF 848.2 FT. WHICH CORRESPONDS TO A DISCHARGE OF APPROXIMATELY 9000 CFS AND A GAUGE HEIGHT OF 85 FT.
3. THE CONTRACTOR SHOULD MONITOR THE DISCHARGE ON A DAILY BASIS AND ADJUST INSTREAM WORK TASK AS NECESSARY BASED ON THE DISCHARGE. THE DISCHARGE CAN BE MONITORED VIA USGS GAUGE 05463050. IF THE RIVER IS PREDICTED TO EXCEED A WATER SURFACE ELEVATION OF 84 FT OR HIGHER, CONTRACTOR TO CONTACT THE CITY ENGINEER TO DISCUSS THE APPROPRIATE FLOOD RESPONSE ACTIONS AND COORDINATION WITH ANY CITY ACTIONS WHICH MAY BE TRIGGERED.
4. DURING DISCHARGE EXCEEDING 9000 CFS, ALL COFFERDAMS, CONSTRUCTION MATERIALS, HAUL ROADS AND MACHINERY SHOULD BE REMOVED FROM THE RIVER.
5. REMOVE ALL EQUIPMENT, FUEL, TEMPORARY FACILITIES, MATERIALS, MACHINERY, ETC FROM STAGING AREA IF THE RIVER GAGE IS FORECASTED TO BE AT OR ABOVE 92 FT.
6. RIVER GAGE ZERO=763.10 FT. NGVD29 (DATUM SHIFT NAVD88 MINUS NGVD29 = -0.052FEET)
7. AT A RIVER GAUGE HEIGHT OF 89 FT. AND ABOVE, THE AREA IS EXPERIENCING FLOOD STAGE.

WATER CONTROL PLAN SOUTH

SCALE: 1"=50'

N

SCALE BAR 1"=50'
50 0 50
CONTOUR INTERVAL 1FT

LEGEND

- EXISTING GRADE CONTOURS
- PROPOSED GRADE CONTOURS
- GROUTED BOULDERS
- RIPRAP ARMORING
- CONCRETE
- PARCEL BOUNDARIES
- COFFERDAM LOCATIONS
- CONSTRUCTION STAGING AND ACCESS AREAS
- CONSTRUCTION ACCESS ROAD

Riverwise Engineering

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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER

PRELIMINARY - NOT FOR CONSTRUCTION

DEWATERING SOUTH

REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
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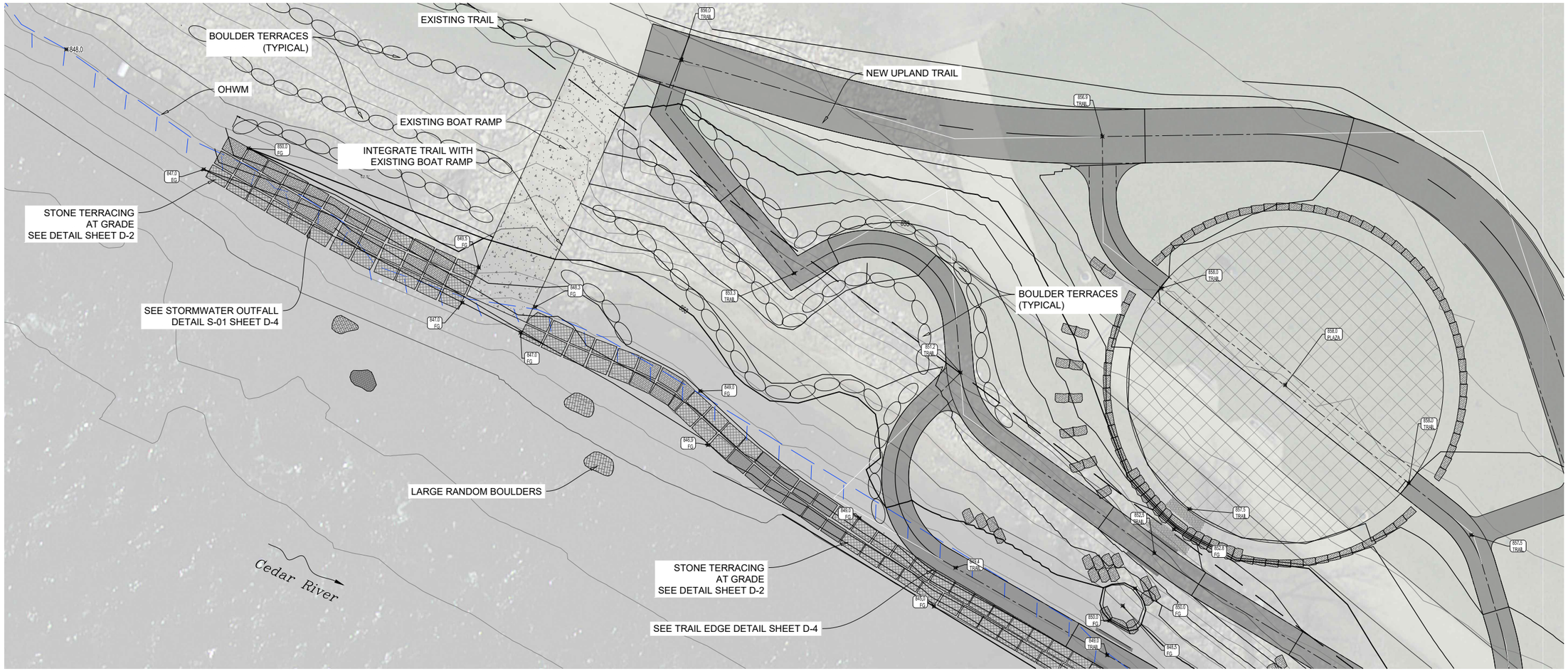
PLOT DATE: 8/30/2021

DRAWING NO.

C-12

SHEET C-12



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

- PARCEL BOUNDARIES
- GROUTED BOULDERS
- EXISTING GRADE
- PROPOSED GRADE
- CONCRETE
- CLEAN ANGULAR COBBLE

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY

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BOAT RAMP IMPROVEMENTS

REVISIONS:

NO.	DATE

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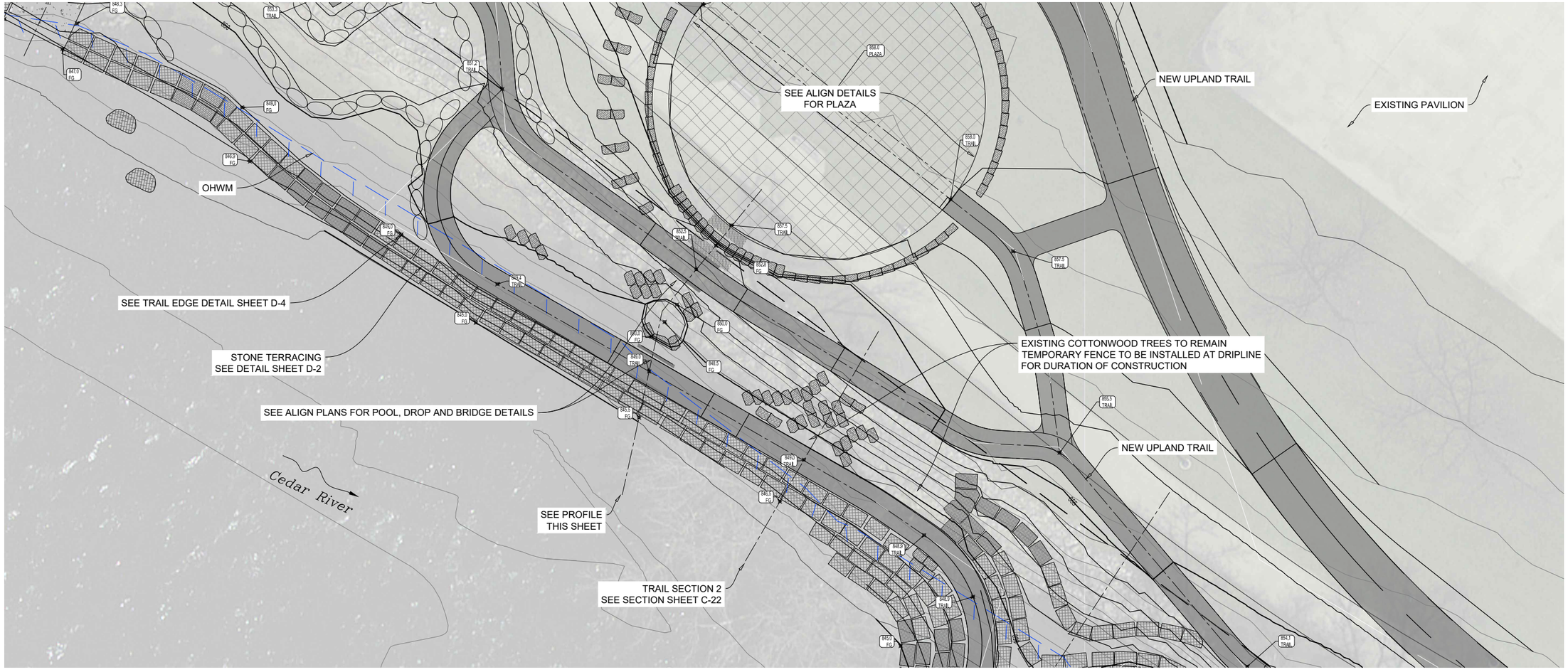
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-13

SHEET C-13



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

PARCEL BOUNDARIES

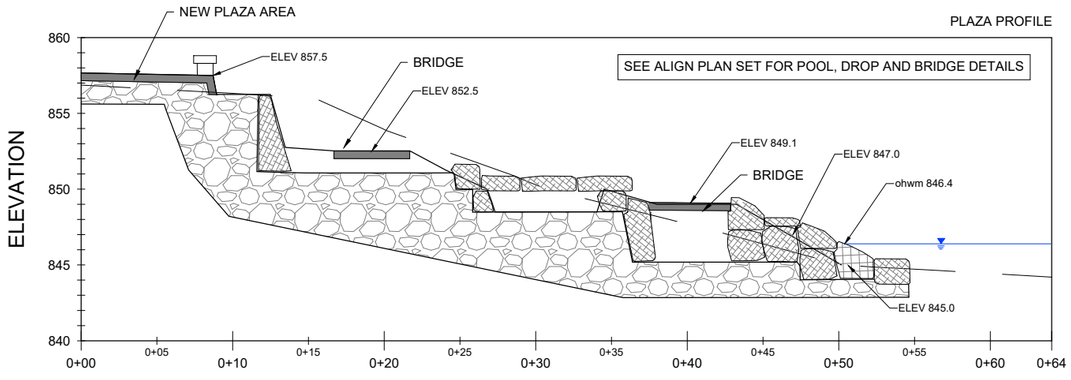
GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

EXISTING GRADE

PROPOSED GRADE



FOUNTAIN WATERFALL PROFILE

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
PLAZA FOUNTAIN

REVISIONS:

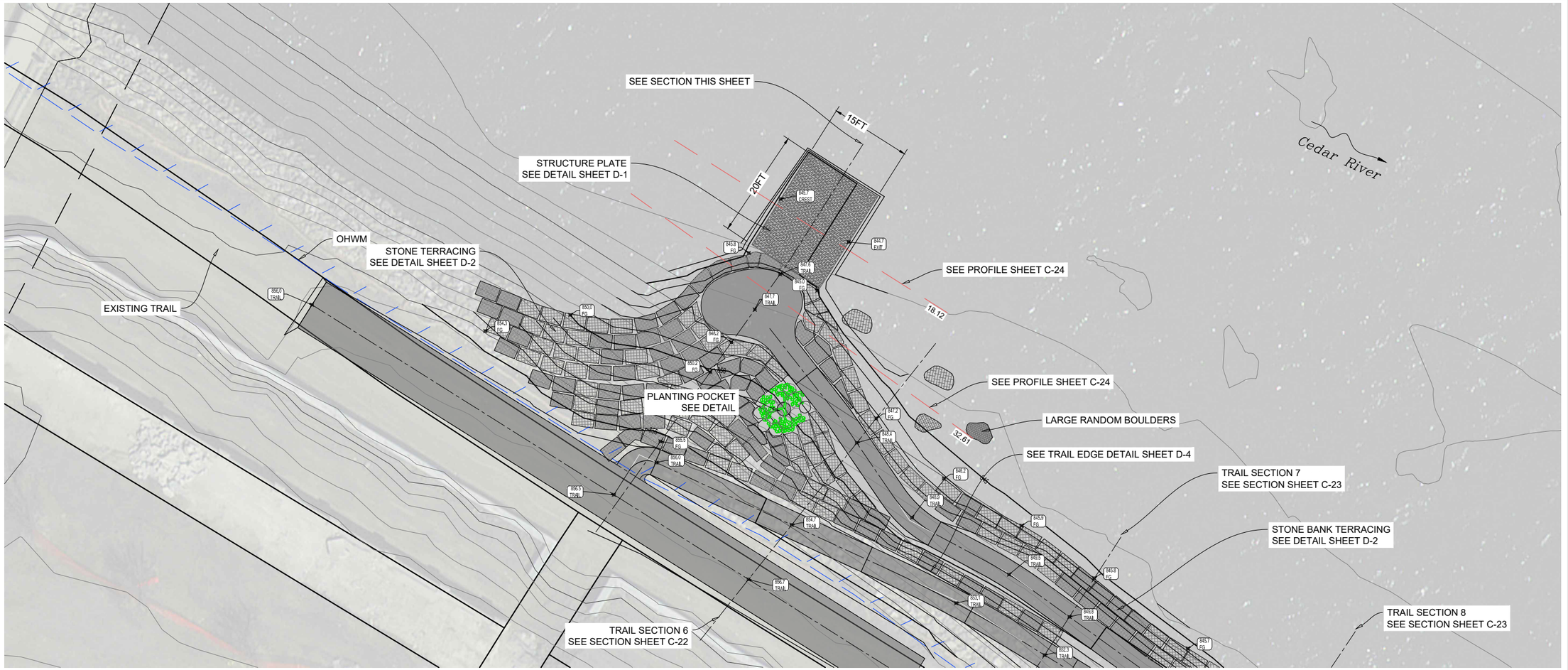
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-14

SHEET C-14



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

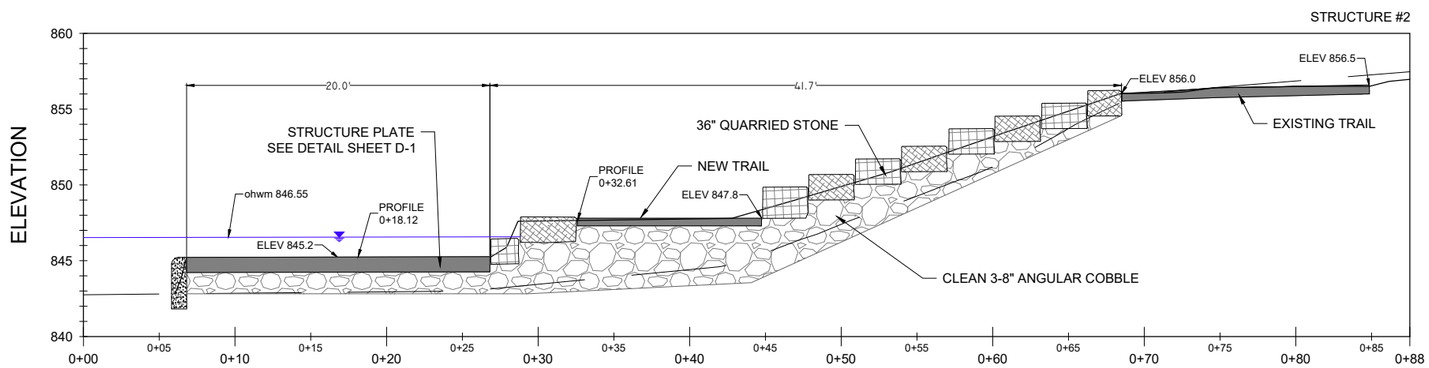
LEGEND

PARCEL BOUNDARIES

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE



EXISTING GRADE

PROPOSED GRADE

STRUCTURE #2 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

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CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE #2

REVISIONS:

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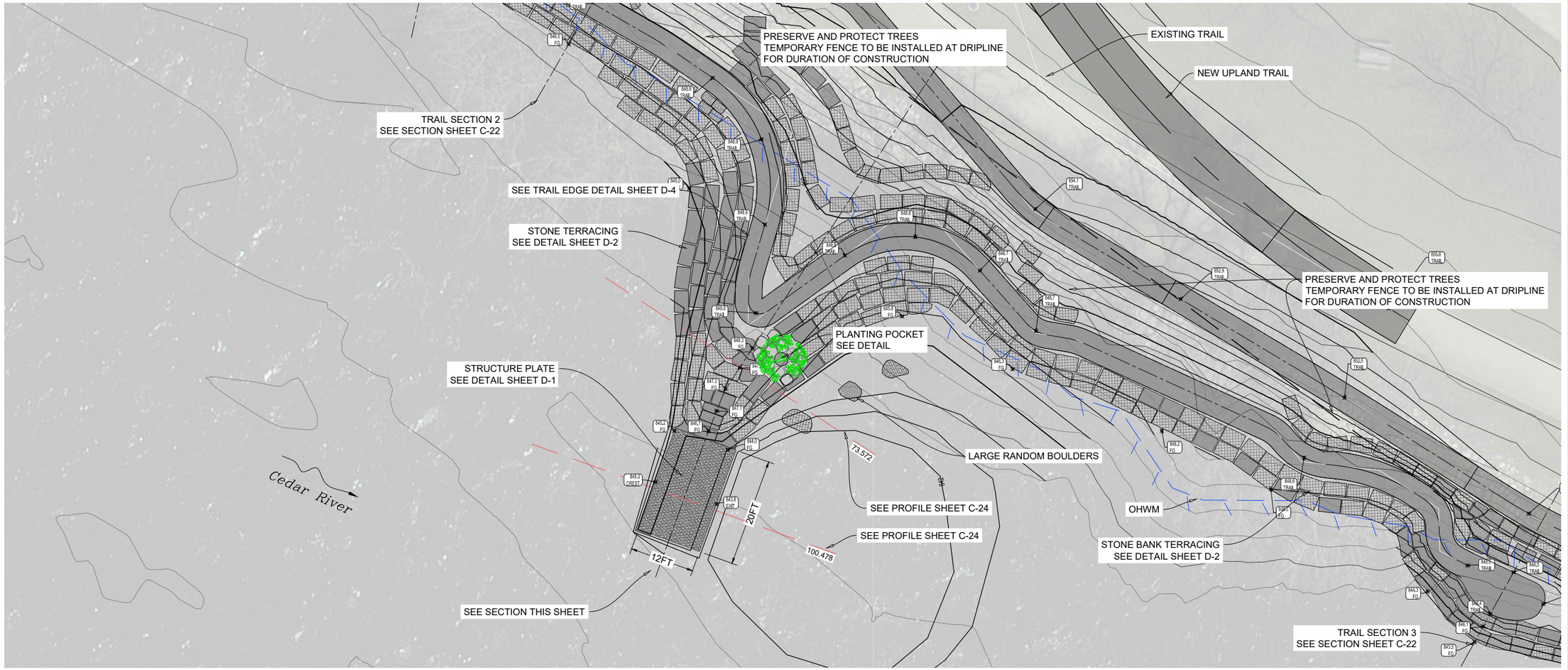
PLOT DATE: 8/30/2021

DRAWING NO.

C-15

SHEET C-15



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

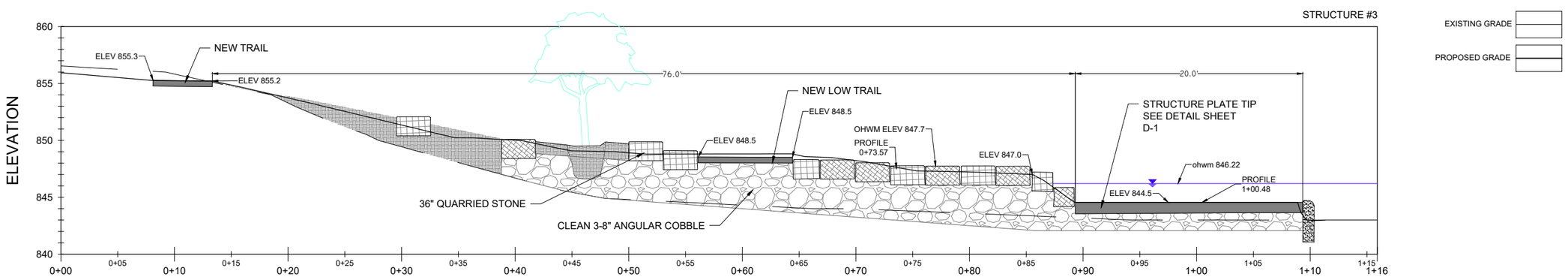
LEGEND

PARCEL BOUNDARIES

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE



STRUCTURE #3 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

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RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE #3

REVISIONS:

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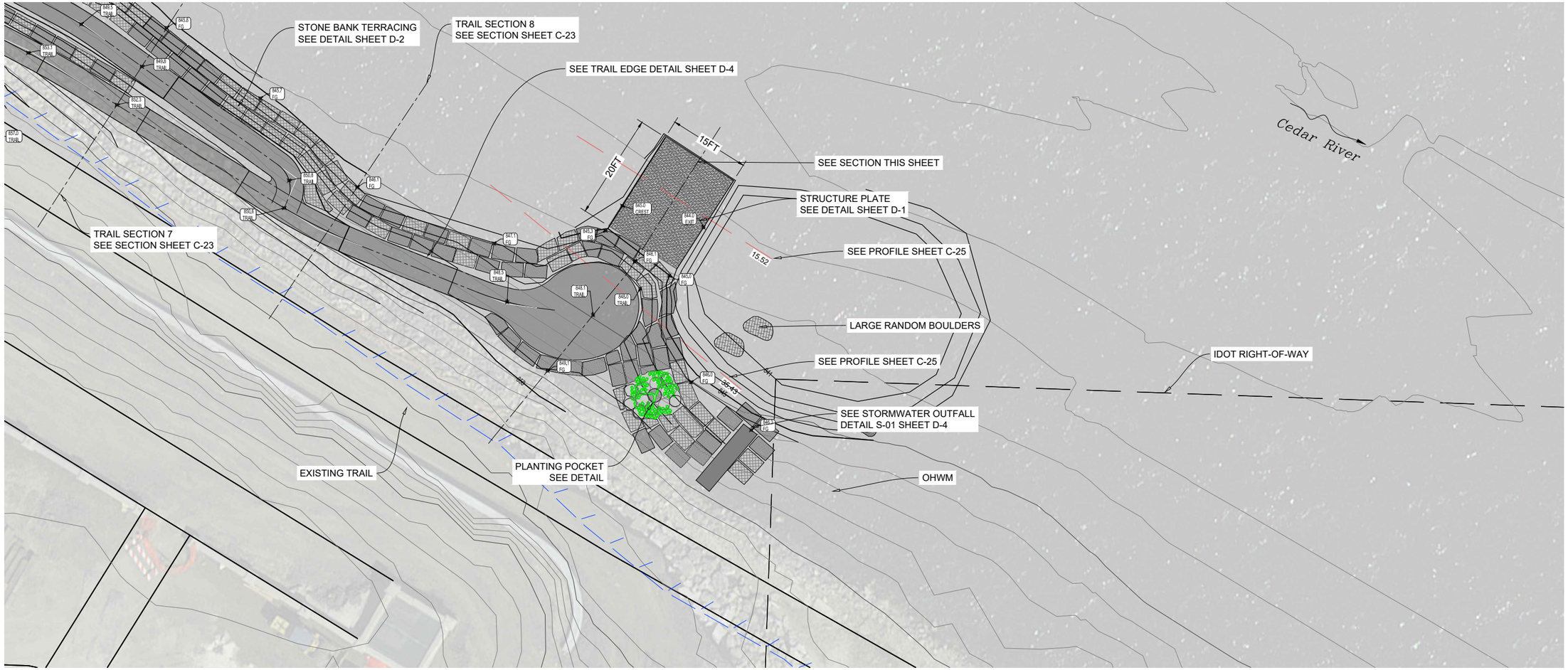
PLOT DATE: 8/30/2021

DRAWING NO.

C-16



PLAN VIEW SITE PLAN

SCALE: 1"=10'

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

PARCEL BOUNDARIES

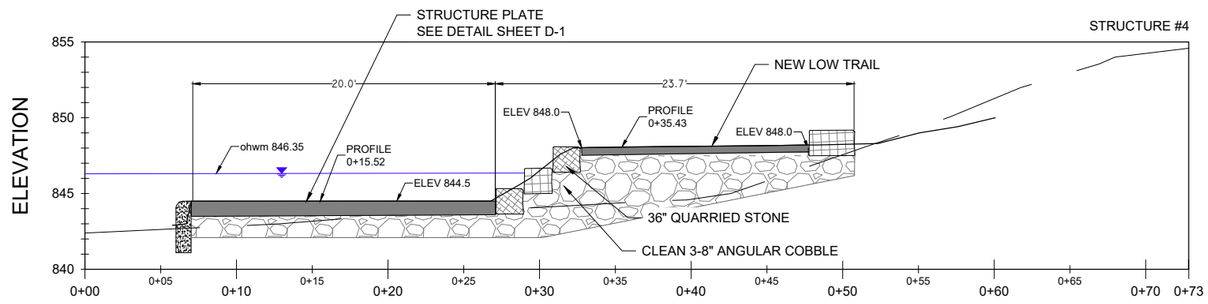
GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

EXISTING GRADE

PROPOSED GRADE



STRUCTURE #4 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE #4

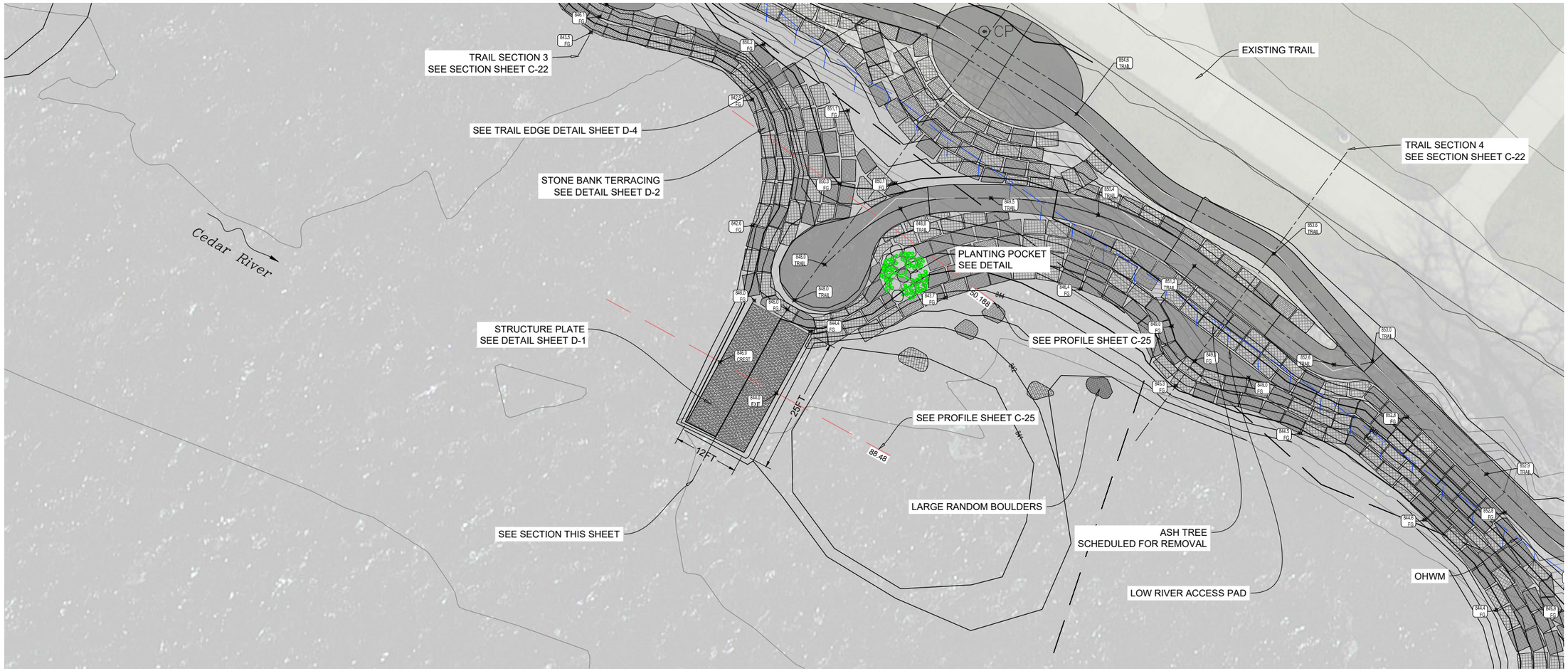
REVISIONS:

NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-17



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

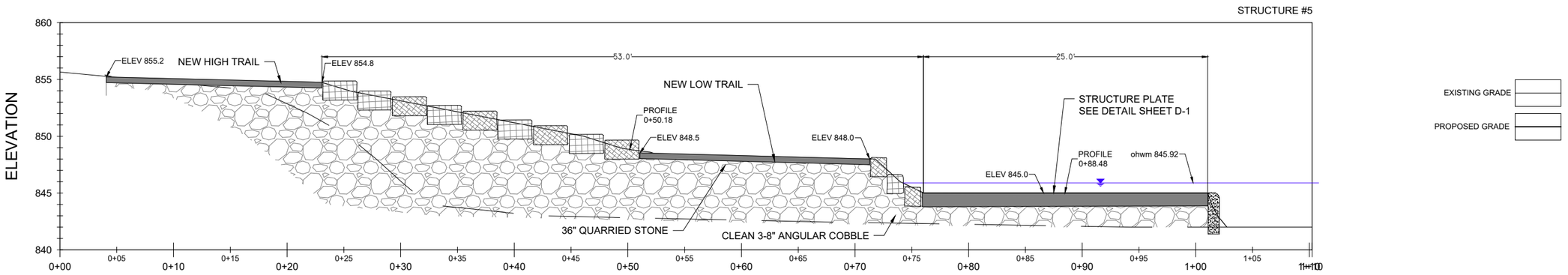
LEGEND

PARCEL BOUNDARIES

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE



STRUCTURE #5 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

RIVERWISE ENGINEERING, LLC
PO BOX 706
DURANGO | CO | 81302
WWW.RIVERWISE.ORG

DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE #5

REVISIONS:

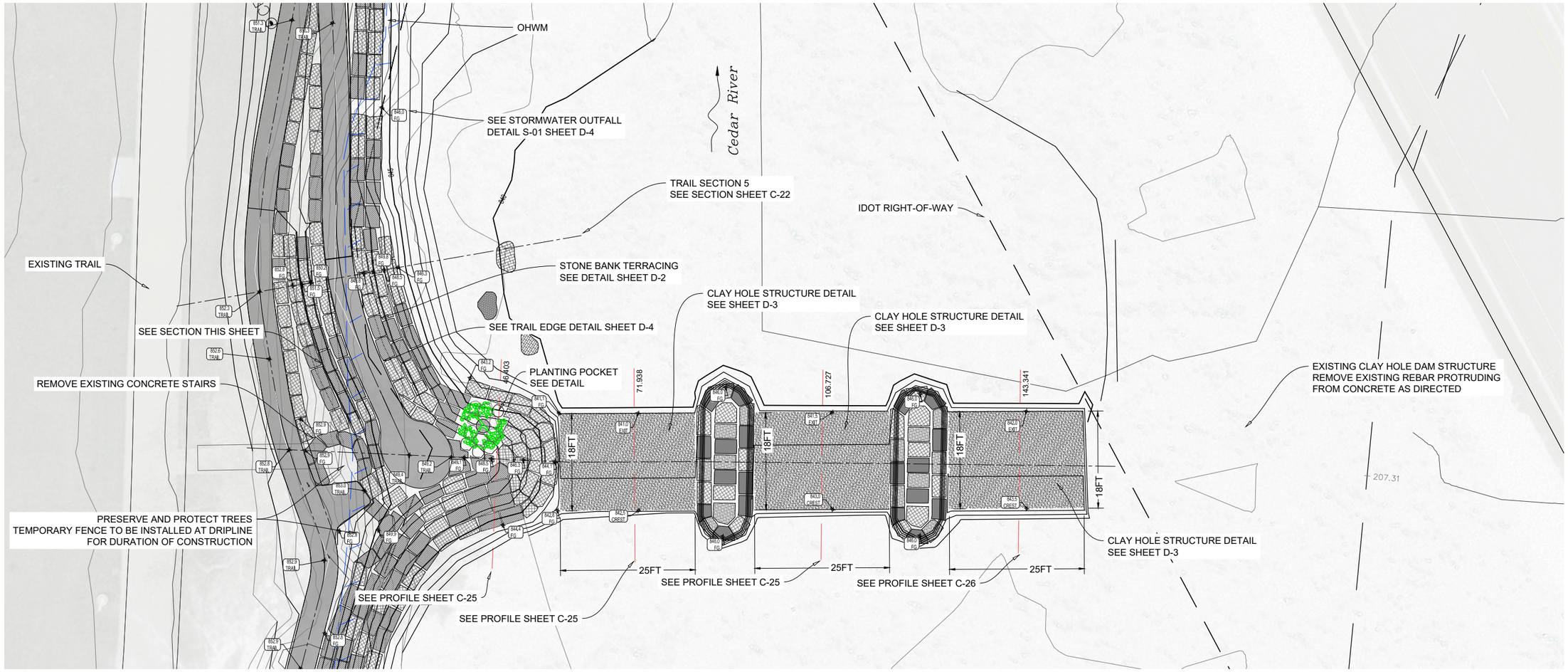
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-18

SHEET C-18



PLAN VIEW SITE PLAN

SCALE: 1"=10'

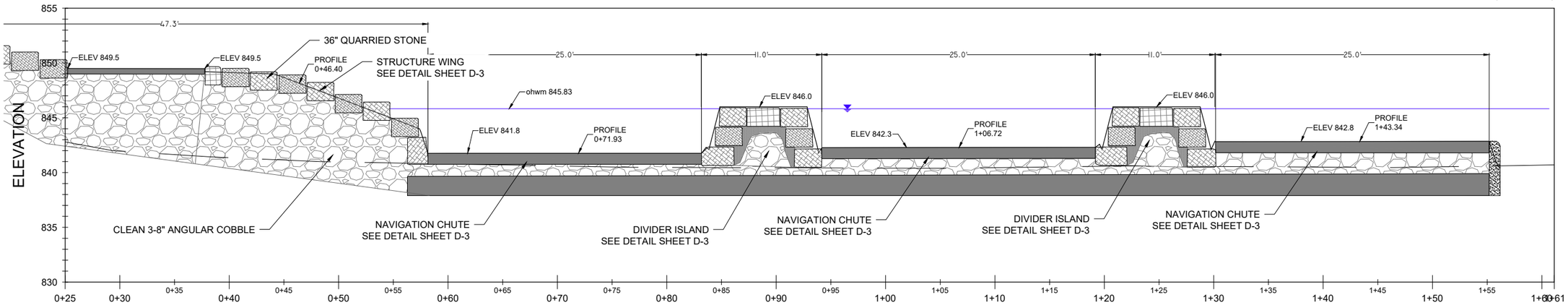
SCALE BAR 1"=10'

CONTOUR INTERVAL 1FT

LEGEND

PARCEL BOUNDARIES
GROUTED BOULDERS
CONCRETE
CLEAN ANGULAR COBBLE
EXISTING GRADE
PROPOSED GRADE

STRUCTURE #7 (CLAY HOLE)



STRUCTURE #7 (CLAY HOLE) SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

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RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
CLAY HOLE (STRUCTURE #7)

REVISIONS:

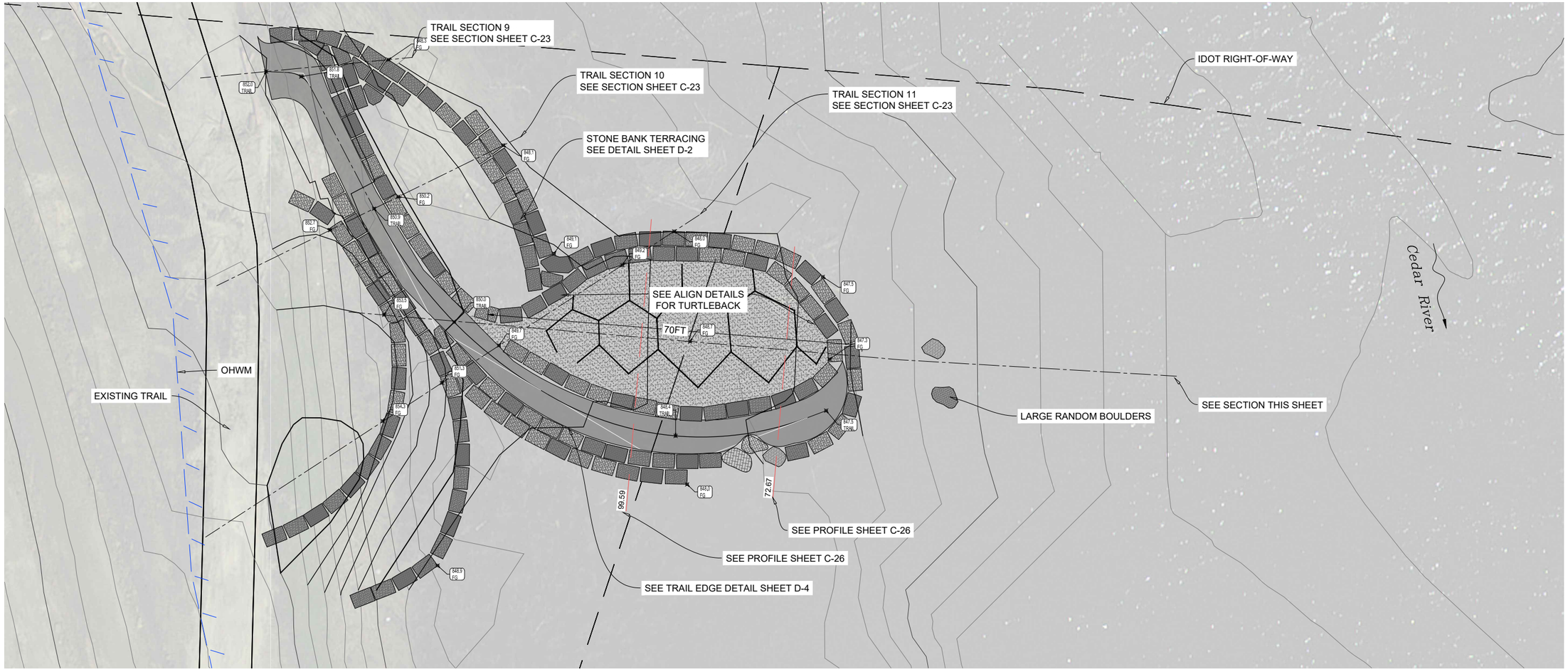
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-19

SHEET C-19



PLAN VIEW SITE PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

PARCEL BOUNDARIES

GROUTED BOULDERS

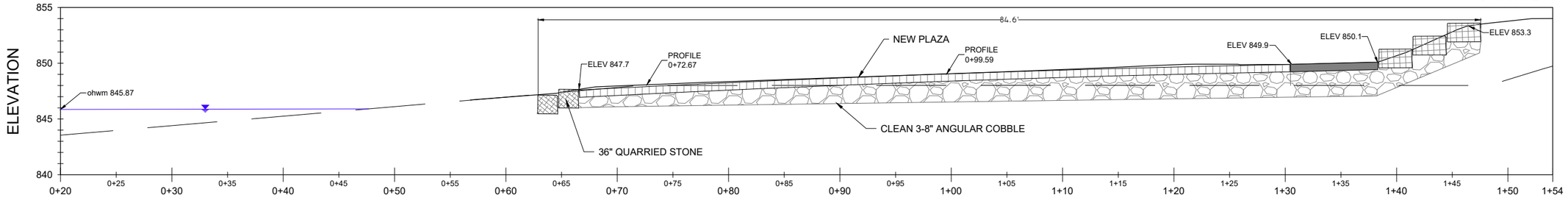
CONCRETE

CLEAN ANGULAR COBBLE

EXISTING GRADE

PROPOSED GRADE

STRUCTURE #6



STRUCTURE #6 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

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CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE #6

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DESIGNED: SS, MH, LK, RG
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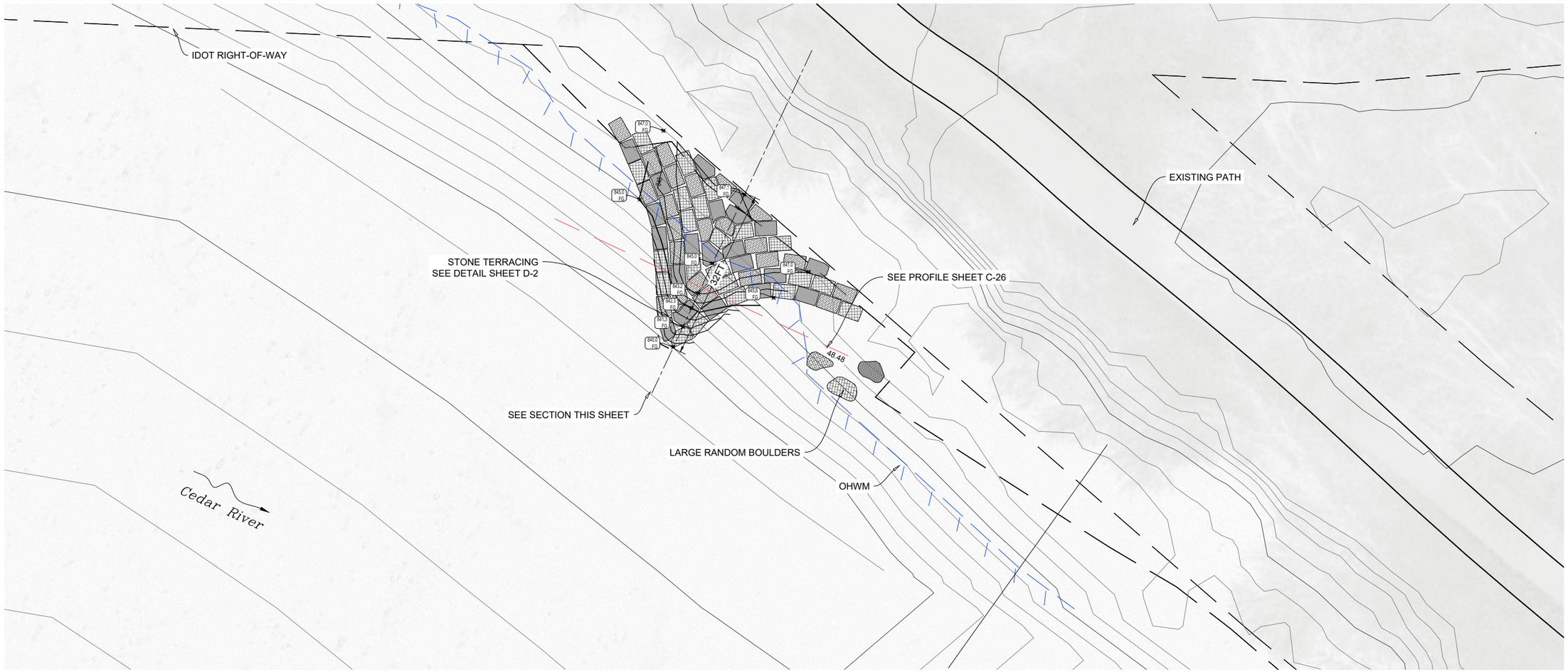
PLOT DATE: 8/30/2021

DRAWING NO.

C-20

SHEET C-20



PLAN VIEW SITE PLAN

SCALE: 1"=10'

NOTE: DEFLECTOR #8 IS LOCATED OUTSIDE THE EXTENTS OF THE ORIGINAL BATHYMETRIC SURVEY. EXISTING CHANNEL INVERT ELEVATIONS INTERPOLATED FROM SURVEY INFORMATION UPSTREAM ALL ELEVATIONS TO BE CONFIRMED IN THE FIELD

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

PARCEL BOUNDARIES

GROUTED BOULDERS

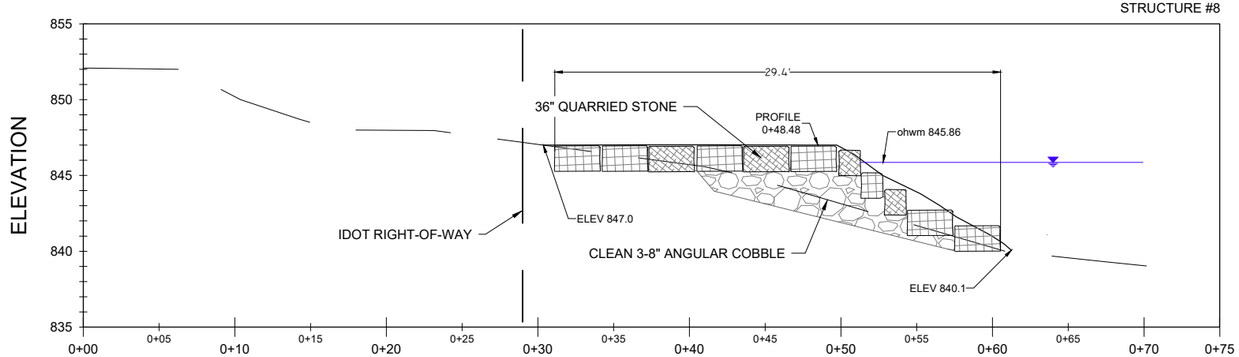
CONCRETE

CLEAN ANGULAR COBBLE

EXISTING GRADE

PROPOSED GRADE

STRUCTURE #8



STRUCTURE #8 SECTION

SCALE: 1"=5'

SECTION LOOKING DOWNSTREAM

NOTE:
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STRUCTURE #8

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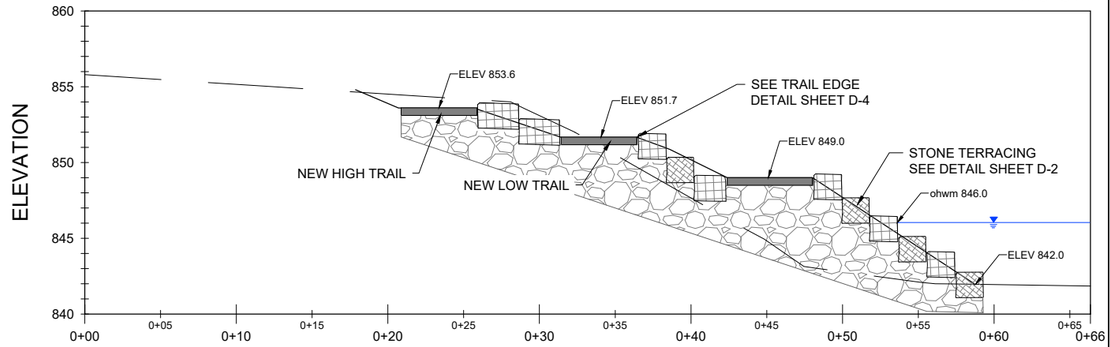
PLOT DATE: 8/30/2021

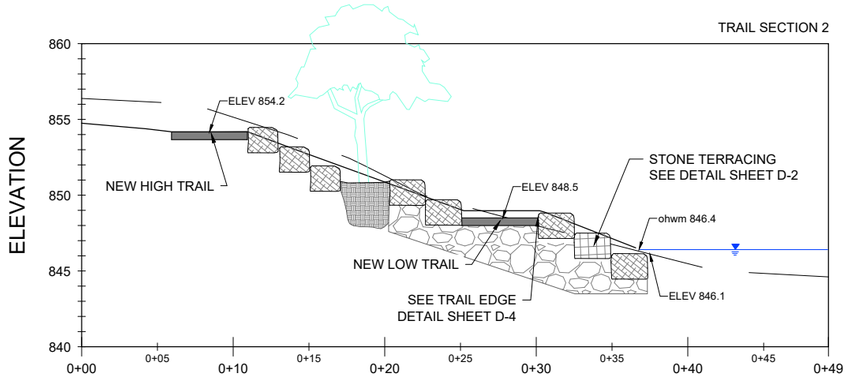
DRAWING NO.

C-21

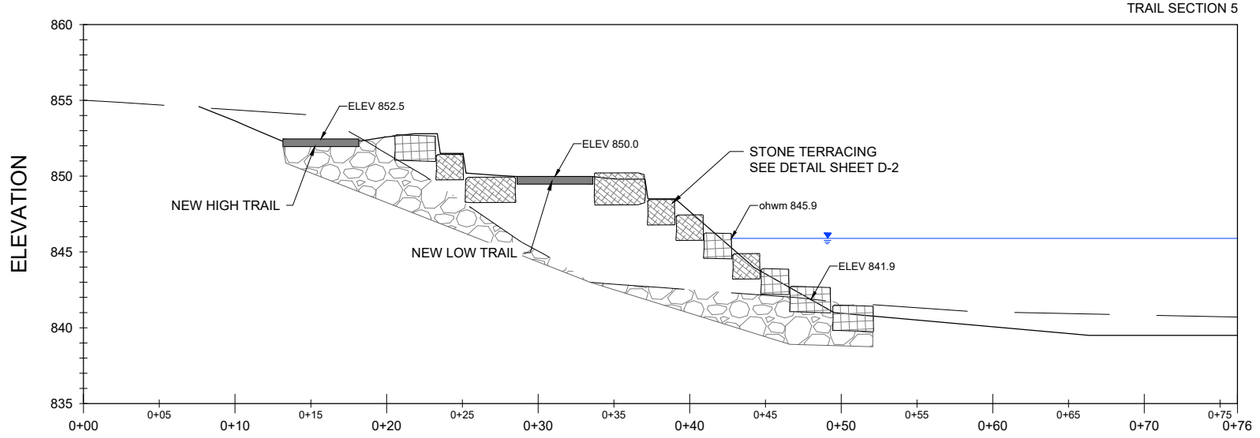
SHEET C-21



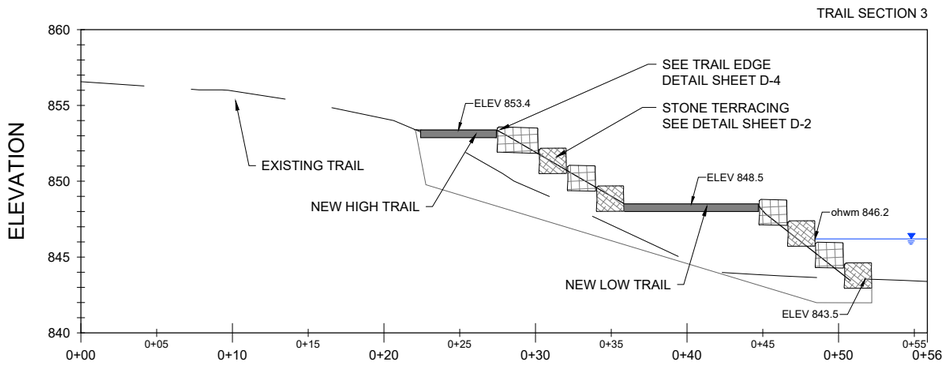
TRAIL SECTION 4
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



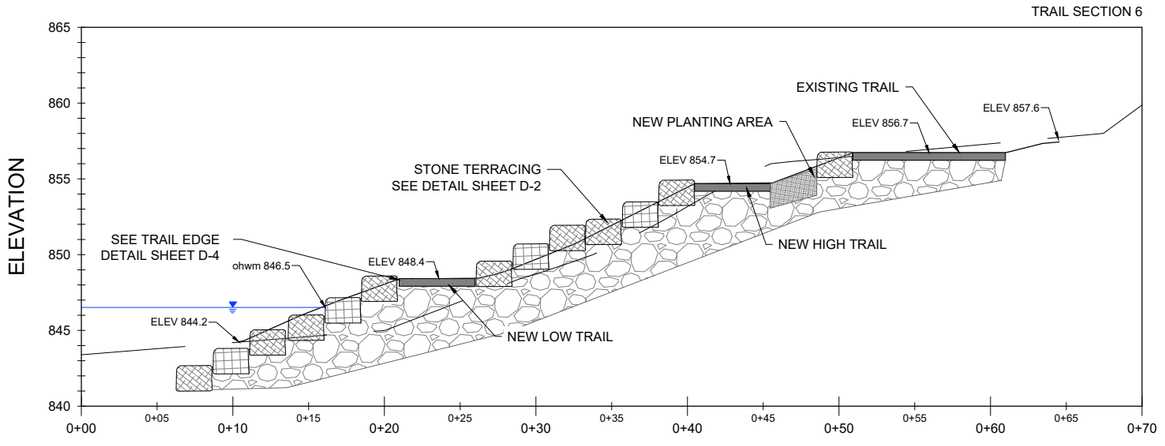
TRAIL SECTION 2
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



TRAIL SECTION 5
SCALE: 1"=5'



TRAIL SECTION 3
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



TRAIL SECTION 6
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM

LEGEND

EXISTING GRADE | PROPOSED GRADE | GROUTED BOULDERS | CLEAN ANGULAR COBBLE | CONCRETE

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CEDAR FALLS, IA
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RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY

PRELIMINARY - NOT FOR CONSTRUCTION

TRAIL SECTIONS 1

REVISIONS:

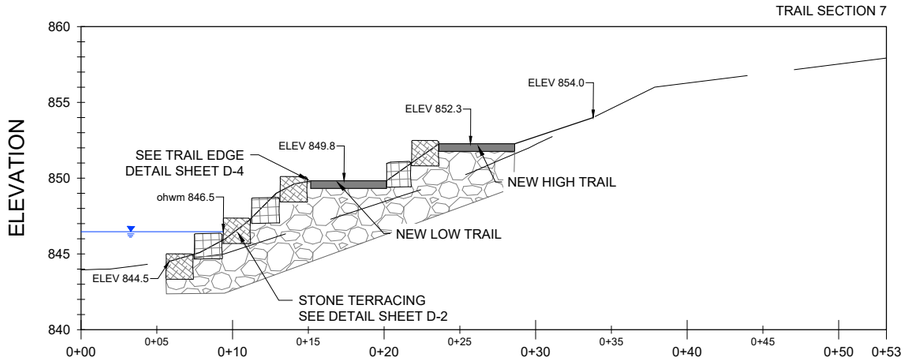
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

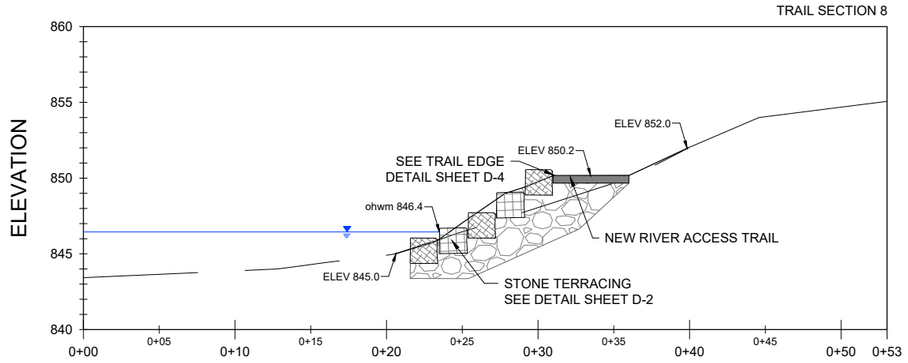
C-22

SHEET C-22



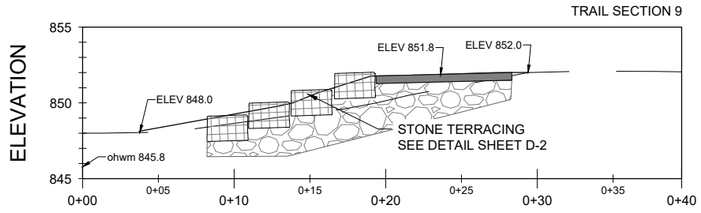
TRAIL SECTION 7

SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



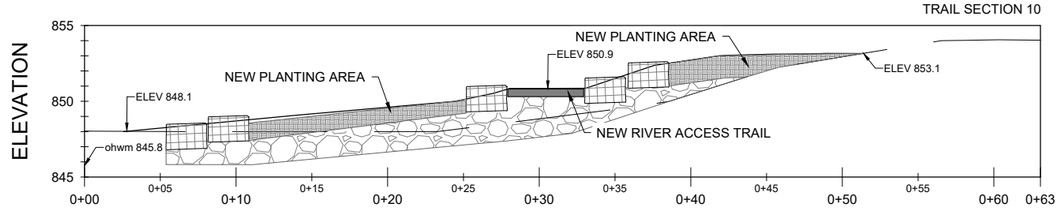
TRAIL SECTION 8

SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



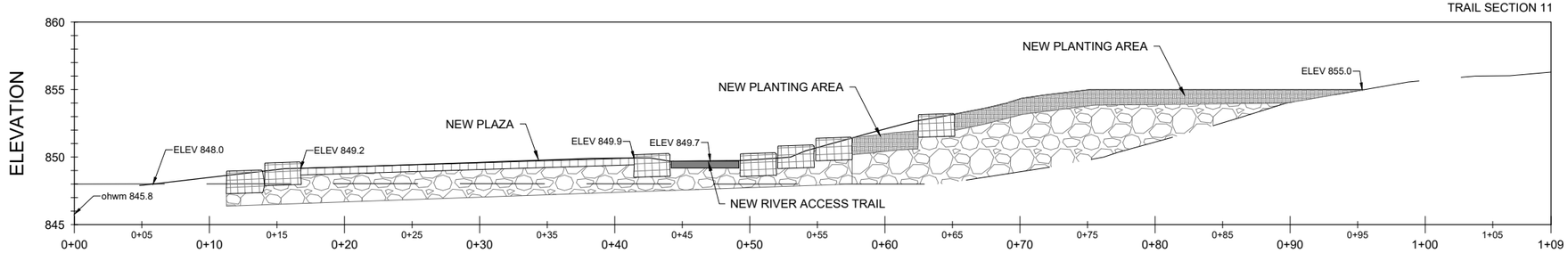
TRAIL SECTION 9

SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



TRAIL SECTION 10

SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



TRAIL SECTION 11

SCALE: 1"=5' SECTION LOOKING DOWNSTREAM

LEGEND

EXISTING GRADE

PROPOSED GRADE

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
TRAIL SECTIONS 2

REVISIONS:

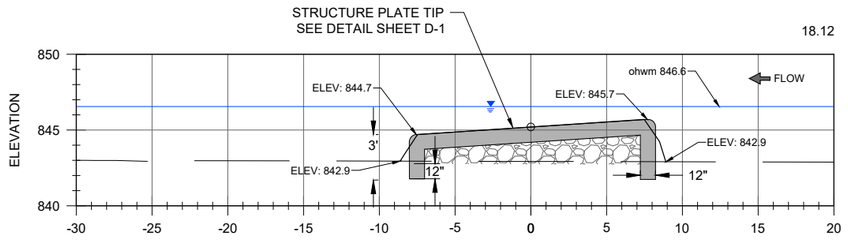
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

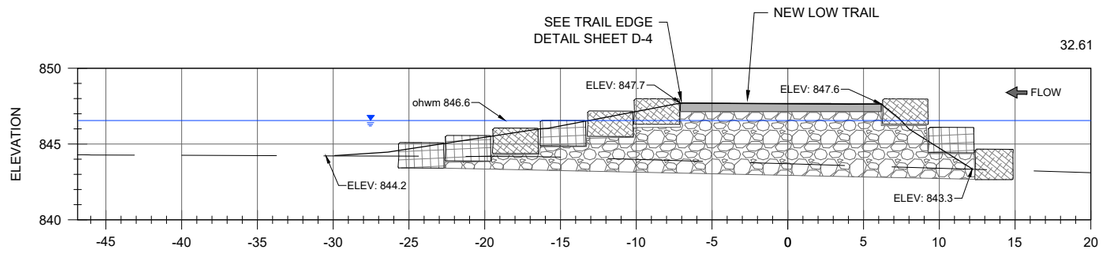
DRAWING NO.

C-23

SHEET C-23



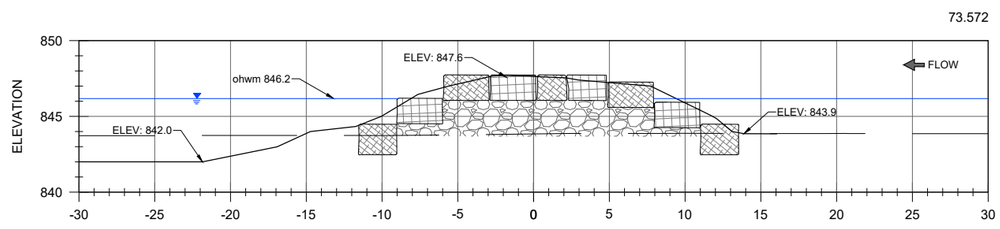
OFFSET FROM CL, STA: 0+18



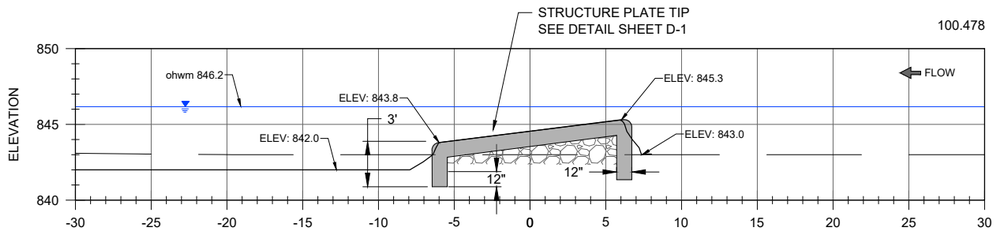
OFFSET FROM CL, STA: 0+33

STRUCTURE #2 PROFILES

SCALE: 1"=5' PROFILES LOOKING TOWARD RIVERBANK



OFFSET FROM CL, STA: 0+74



OFFSET FROM CL, STA: 1+00

STRUCTURE #3 PROFILES

SCALE: 1"=5' PROFILES LOOKING TOWARD RIVERBANK

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

LEGEND

EXISTING GRADE

PROPOSED GRADE

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

Riverwise Engineering

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ENGINEERING, LLC
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BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
PROFILE VIEWS 1

REVISIONS:

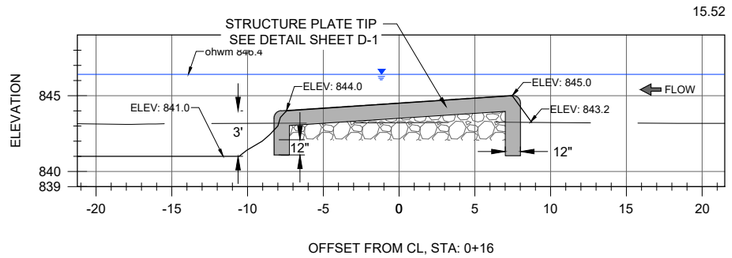
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

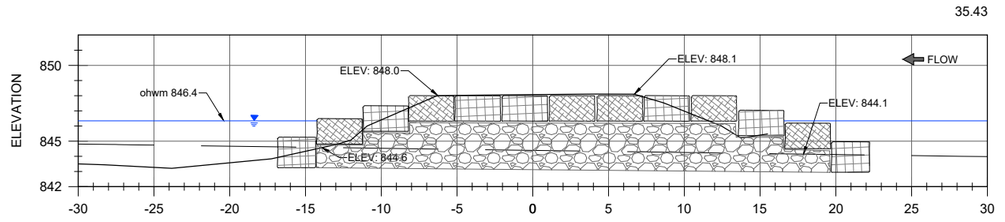
DRAWING NO.

C-24

SHEET C-24



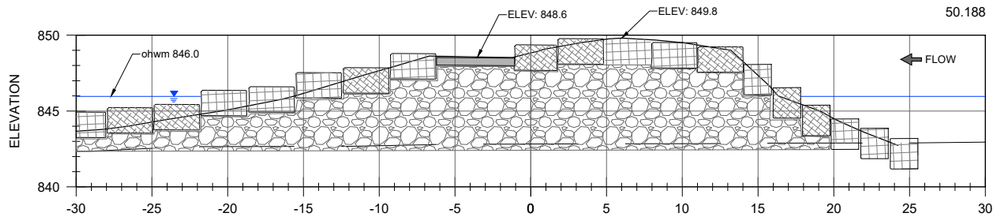
OFFSET FROM CL, STA: 0+16



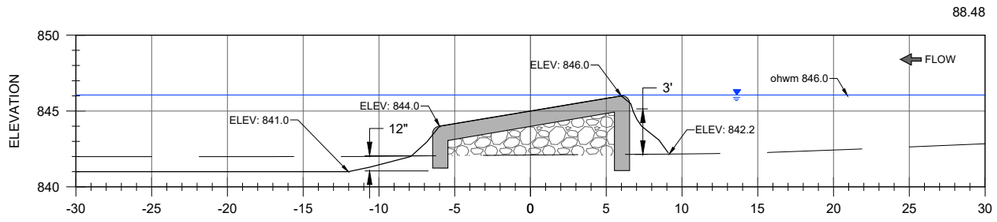
OFFSET FROM CL, STA: 0+35

STRUCTURE #4 PROFILES

SCALE: 1"=5' PROFILES LOOKING TOWARD RIVERBANK



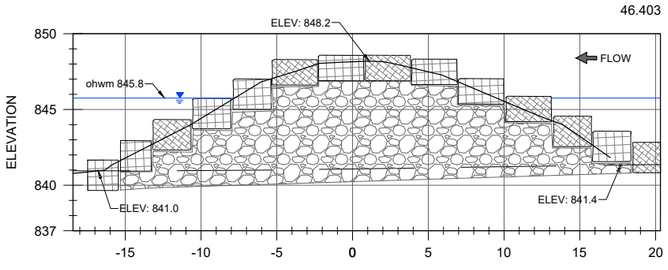
OFFSET FROM CL, STA: 0+50



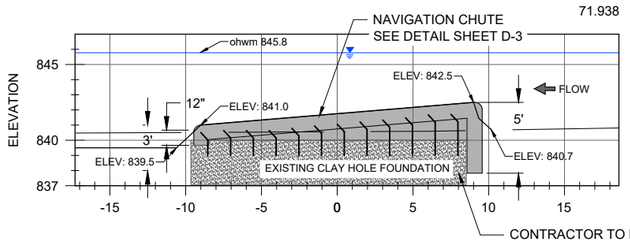
OFFSET FROM CL, STA: 0+88

STRUCTURE #5 PROFILES

SCALE: 1"=5' PROFILES LOOKING TOWARD RIVERBANK

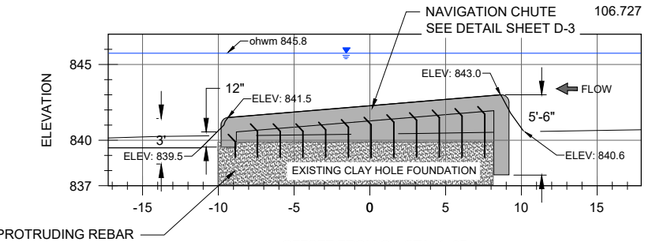


OFFSET FROM CL, STA: 0+46



OFFSET FROM CL, STA: 0+72

CONTRACTOR TO REMOVE ANY PROTRUDING REBAR FROM EXISTING CLAY HOLE FOUNDATION, AS DIRECTED



OFFSET FROM CL, STA: 1+07

STRUCTURE #7 (CLAY HOLE) PROFILES CONTINUED

SCALE: 1"=5' PROFILES LOOKING TOWARD RIVERBANK

NOTE:
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LEGEND

EXISTING GRADE

PROPOSED GRADE

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

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BLACK HAWK COUNTY

CEDAR RIVER

PRELIMINARY - NOT FOR CONSTRUCTION

PROFILE VIEWS 2

REVISIONS:

NO.	DATE

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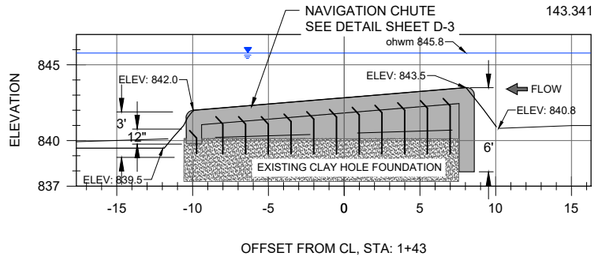
PLOT DATE: 8/30/2021

DRAWING NO.

C-25

SHEET C-25

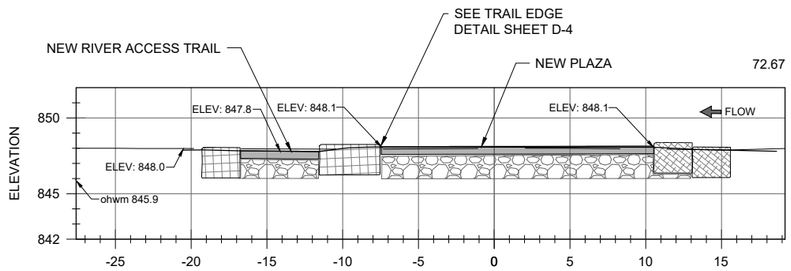


OFFSET FROM CL, STA: 1+43

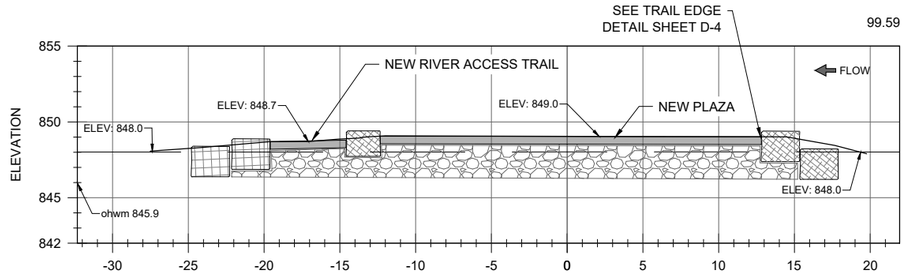
STRUCTURE #7 (CLAY HOLE) PROFILES CONTINUED

SCALE: 1"=5'

PROFILES LOOKING TOWARD RIVERBANK



OFFSET FROM CL, STA: 0+73

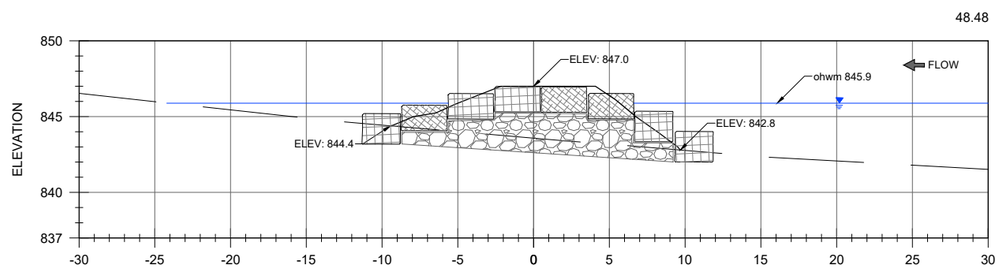


OFFSET FROM CL, STA: 1+00

SRUCTURE #6 PROFILES

SCALE: 1"=5'

PROFILES LOOKING TOWARD RIVERBANK



OFFSET FROM CL, STA: 0+48

STRUCTURE #8 PROFILES

SCALE: 1"=5'

PROFILES LOOKING TOWARD RIVERBANK

NOTE:
BEDROCK CONTACT IS ANTICIPATED AT THE CHANNEL INVERT. STRUCTURE ANCHORING IN BEDROCK CONDITION SHALL BE CONCRETE TRENCHWALL KEYED 12" INTO BEDROCK. IF BEDROCK IS NOT CONTACTED AT THE CHANNEL INVERT STRUCTURES SHALL BE ANCHORED 60" INTO NATIVE ALLUVIUM WITH GROUTED BOULDERS. SEE ALTERNATE STRUCTURE PLATE DETAIL SHEET D-1 - PRESCRIBED PLATE DIMENSIONS

LEGEND

EXISTING GRADE

PROPOSED GRADE

GROUTED BOULDERS

CONCRETE

CLEAN ANGULAR COBBLE

Riverwise Engineering

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RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY

PRELIMINARY - NOT FOR CONSTRUCTION

PROFILE VIEWS 3

REVISIONS:

NO.	DATE

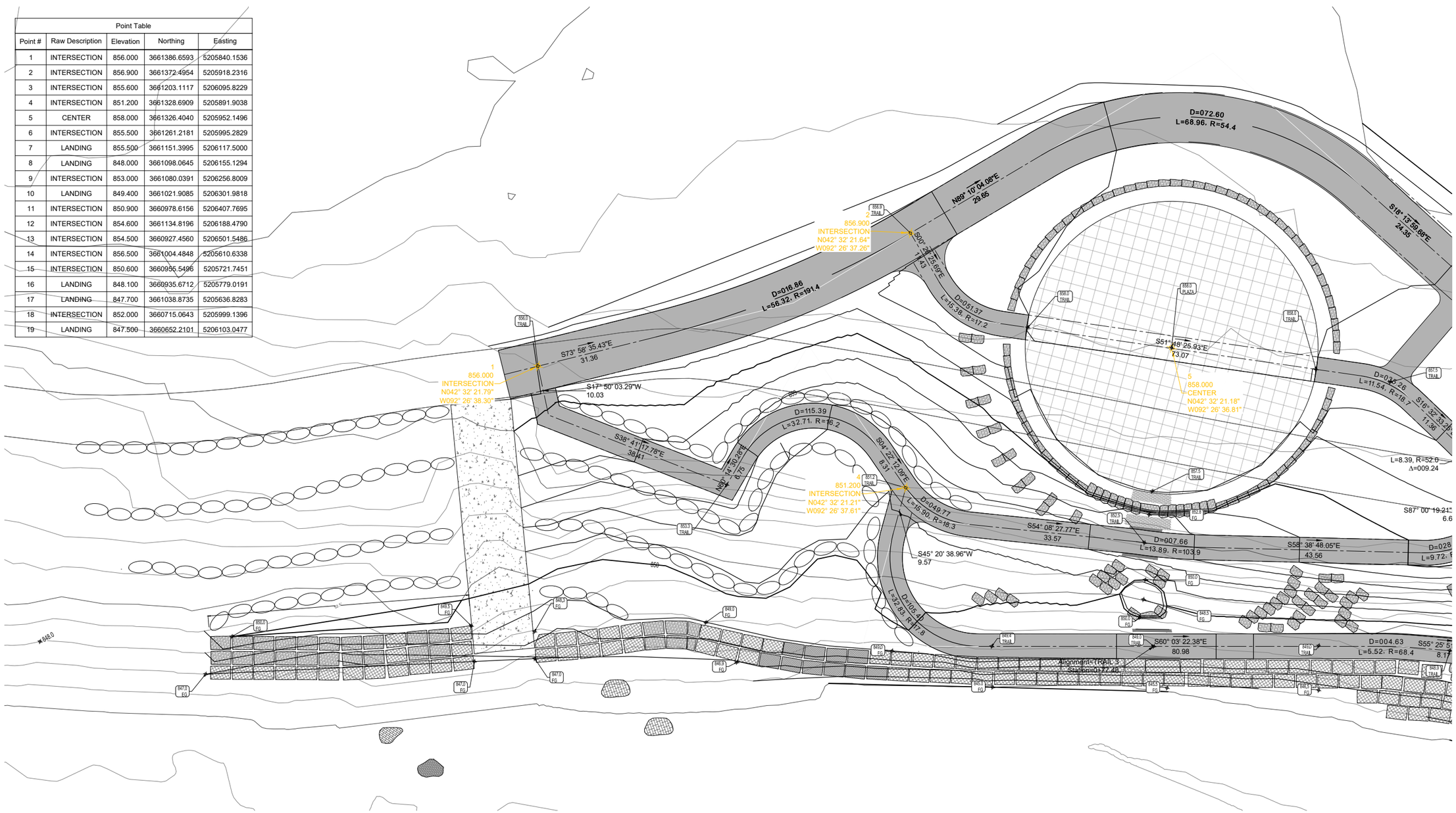
DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

C-26

SHEET C-26

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
1	INTERSECTION	856.000	3661386.6593	5205840.1536
2	INTERSECTION	856.900	3661372.4954	5205918.2316
3	INTERSECTION	855.600	3661203.1117	5206095.8229
4	INTERSECTION	851.200	3661328.6909	5205891.9038
5	CENTER	858.000	3661326.4040	5205952.1496
6	INTERSECTION	855.500	3661261.2181	5205995.2829
7	LANDING	855.500	3661151.3995	5206117.5000
8	LANDING	848.000	3661098.0645	5206155.1294
9	INTERSECTION	853.000	3661080.0391	5206256.8009
10	LANDING	849.400	3661021.9085	5206301.9818
11	INTERSECTION	850.900	3660978.6156	5206407.7695
12	INTERSECTION	854.600	3661134.8196	5206188.4790
13	INTERSECTION	854.500	3660927.4560	5206501.5486
14	INTERSECTION	856.500	3661004.4848	5205610.6338
15	INTERSECTION	850.600	3660956.5496	5205721.7451
16	LANDING	848.100	3660935.6712	5205779.0191
17	LANDING	847.700	3661038.8735	5205636.8283
18	INTERSECTION	852.000	3660715.0643	5205999.1396
19	LANDING	847.500	3660652.2101	5206103.0477



TRAIL LAYOUT PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

GROUTED BOULDERS

EXISTING GRADE

PROPOSED GRADE

CONCRETE

CLEAN ANGULAR COBBLE

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TRAIL LAYOUT PLAN

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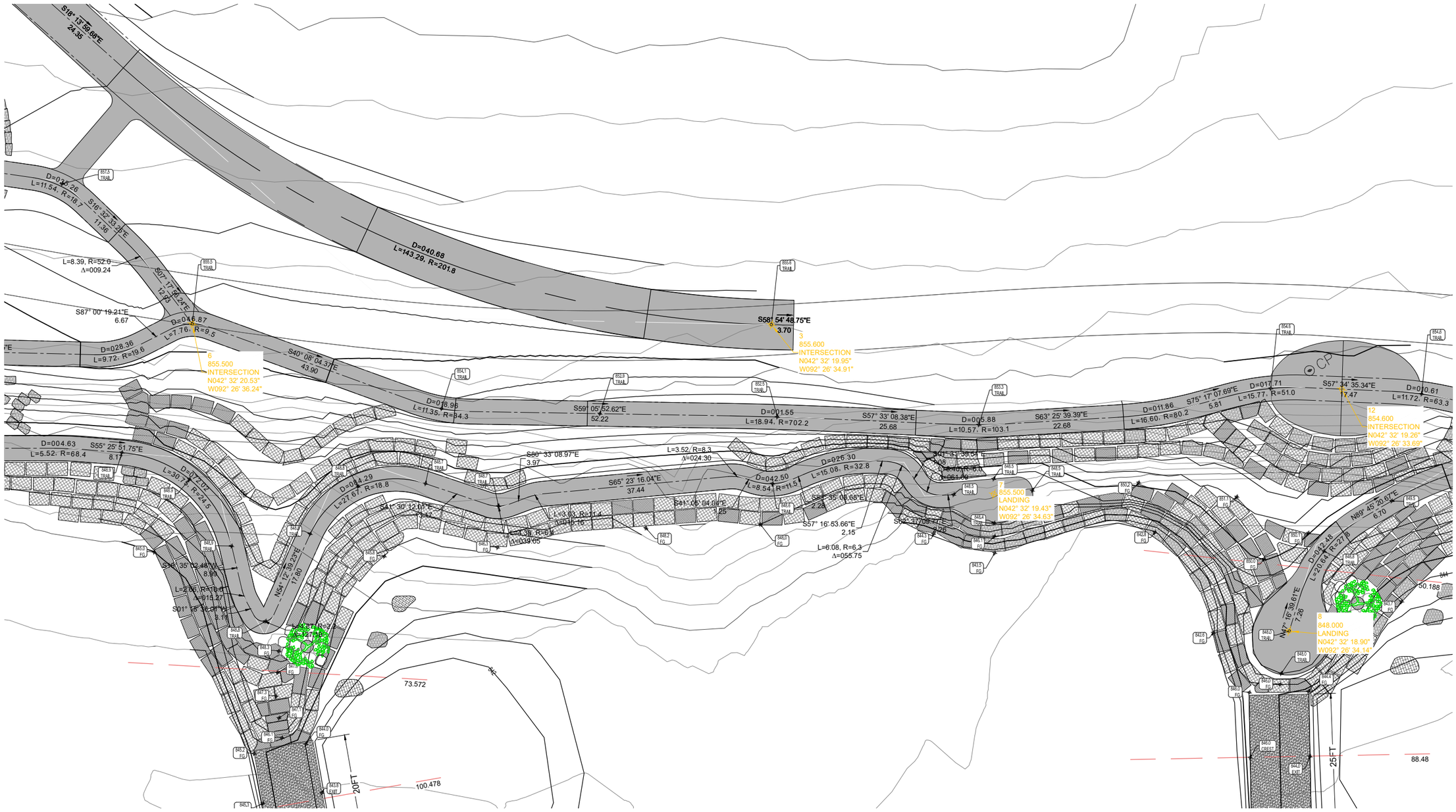
PLOT DATE: 8/30/2021

DRAWING NO.

T-1

SHEET T-1 O



TRAIL LAYOUT PLAN
SCALE: 1"=10'

N

SCALE BAR 1"=10'
10 0 10
CONTOUR INTERVAL 1FT

LEGEND

GROUTED BOULDERS
EXISTING GRADE
PROPOSED GRADE
CONCRETE
CLEAN ANGULAR COBBLE

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TRAIL LAYOUT PLAN

REVISIONS:

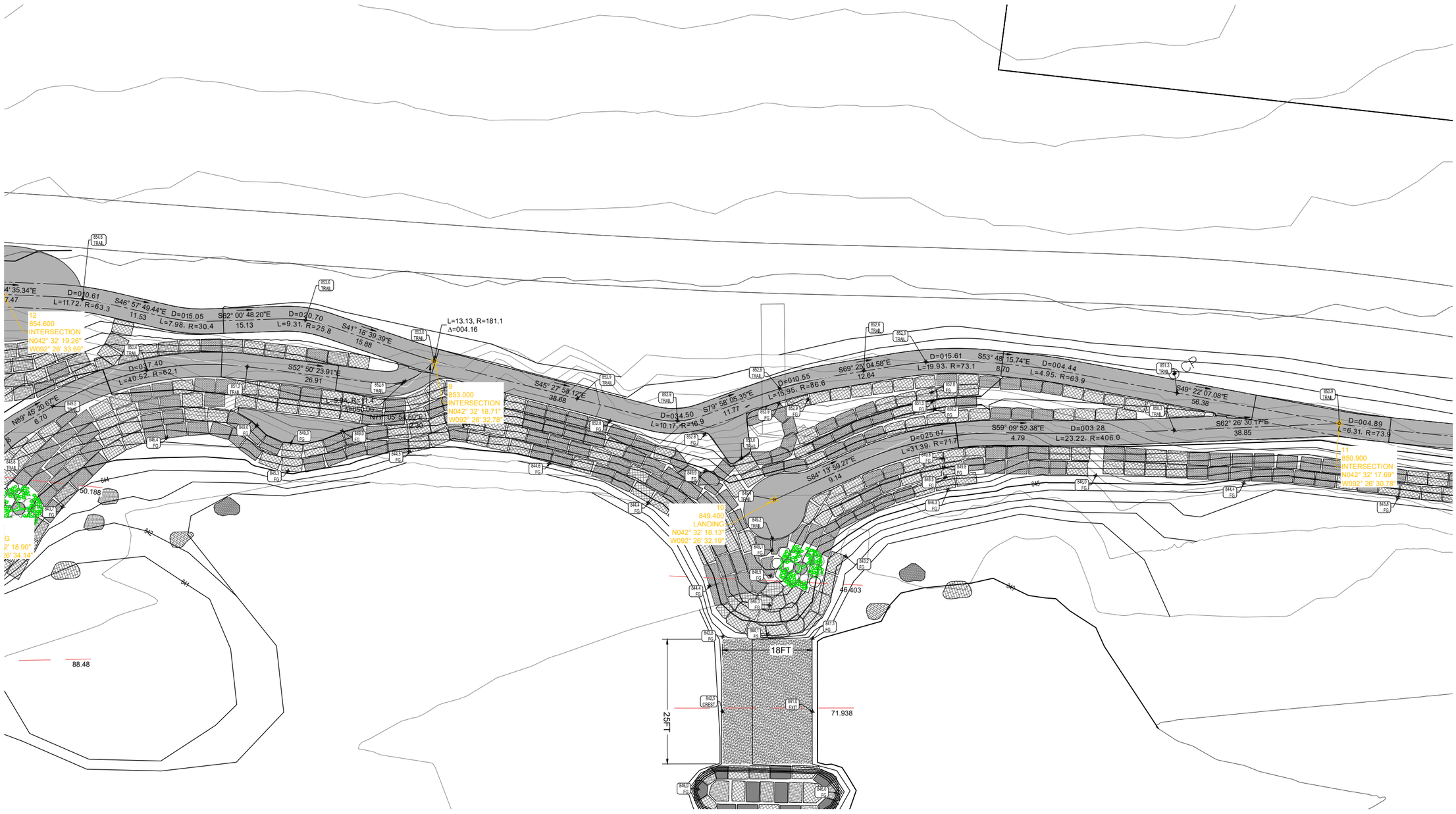
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

T-2

SHEET T-2 OF



TRAIL LAYOUT PLAN
SCALE: 1"=10'

SCALE BAR 1"=10'
10 0 10
CONTOUR INTERVAL 1FT

LEGEND

GROUTED BOULDERS
EXISTING GRADE
PROPOSED GRADE
CONCRETE
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REVISIONS:

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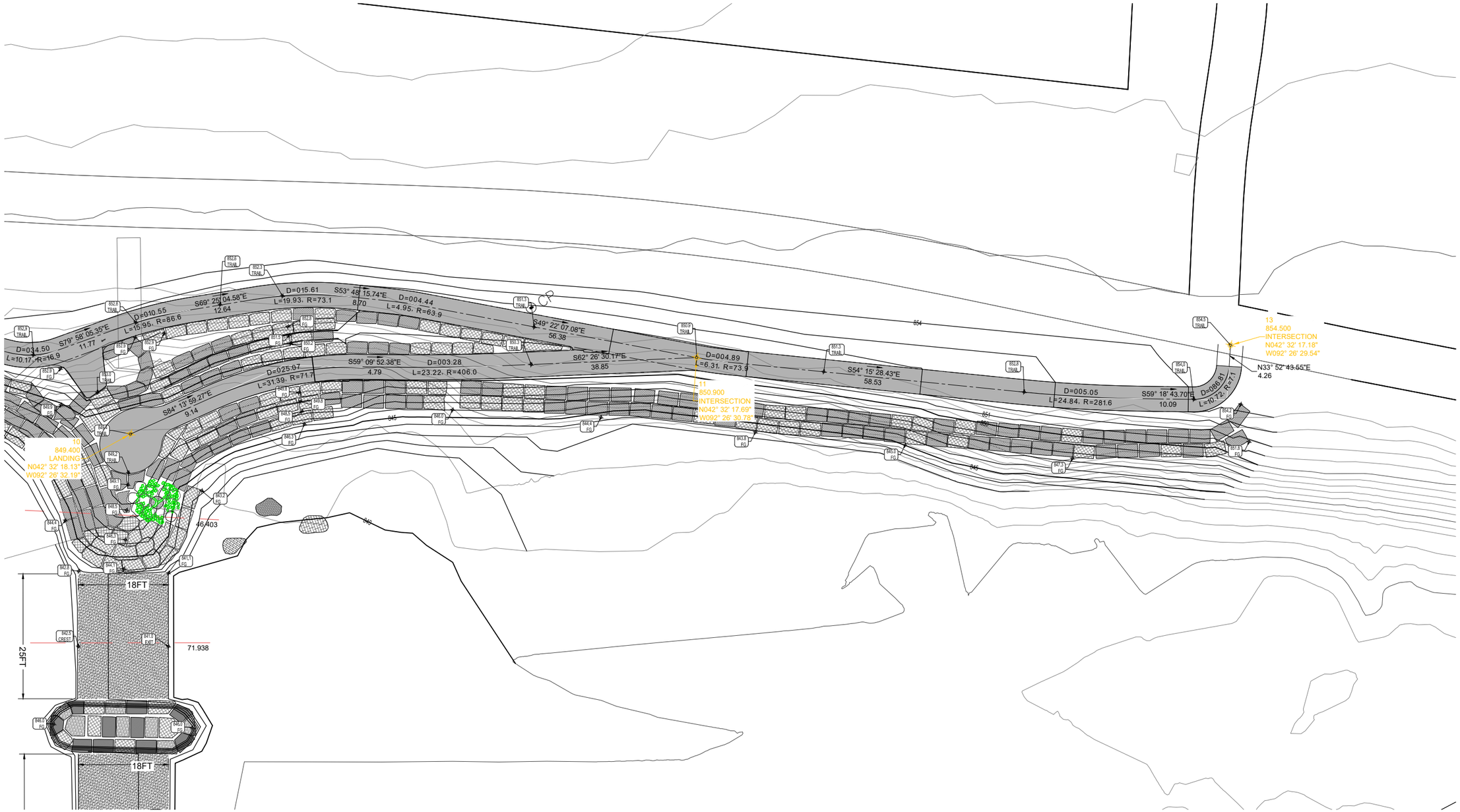
PLOT DATE: 8/30/2021

DRAWING NO.
T-3

SHEET T-3 O



TRAIL LAYOUT PLAN
SCALE: 1"=10'

N

SCALE BAR 1"=10'
10 0 10
CONTOUR INTERVAL 1FT

LEGEND

GROUTED BOULDERS
EXISTING GRADE
PROPOSED GRADE
CONCRETE
CLEAN ANGULAR COBBLE

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BLACK HAWK COUNTY
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PRELIMINARY - NOT FOR CONSTRUCTION
TRAIL LAYOUT PLAN

REVISIONS:

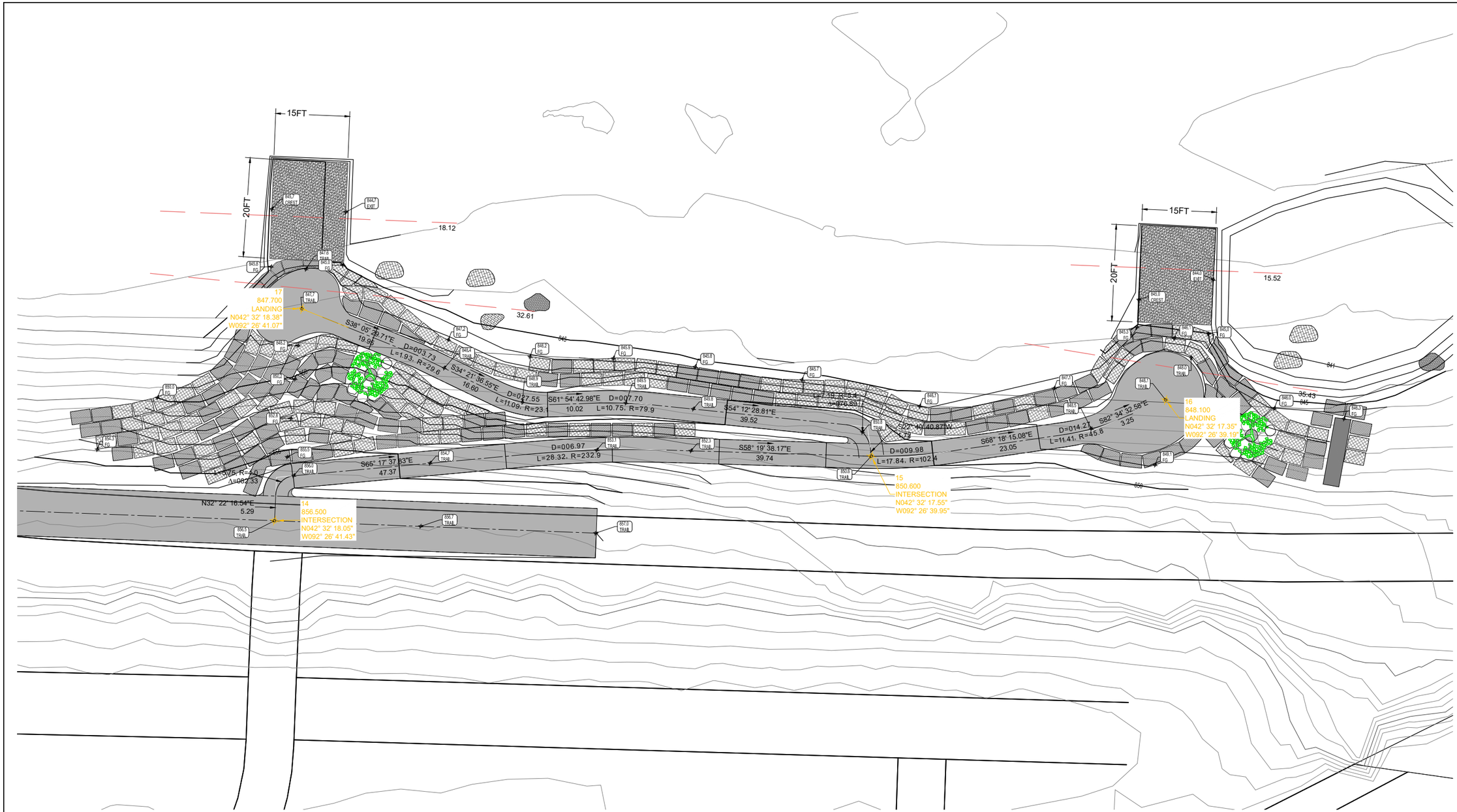
NO.	DATE

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

T-4

SHEET T-4 OF



TRAIL LAYOUT PLAN

SCALE: 1"=10'

N

SCALE BAR 1"=10'

10 0 10

CONTOUR INTERVAL 1FT

LEGEND

- GROUTED BOULDERS
- EXISTING GRADE
- PROPOSED GRADE
- CONCRETE
- CLEAN ANGULAR COBBLE

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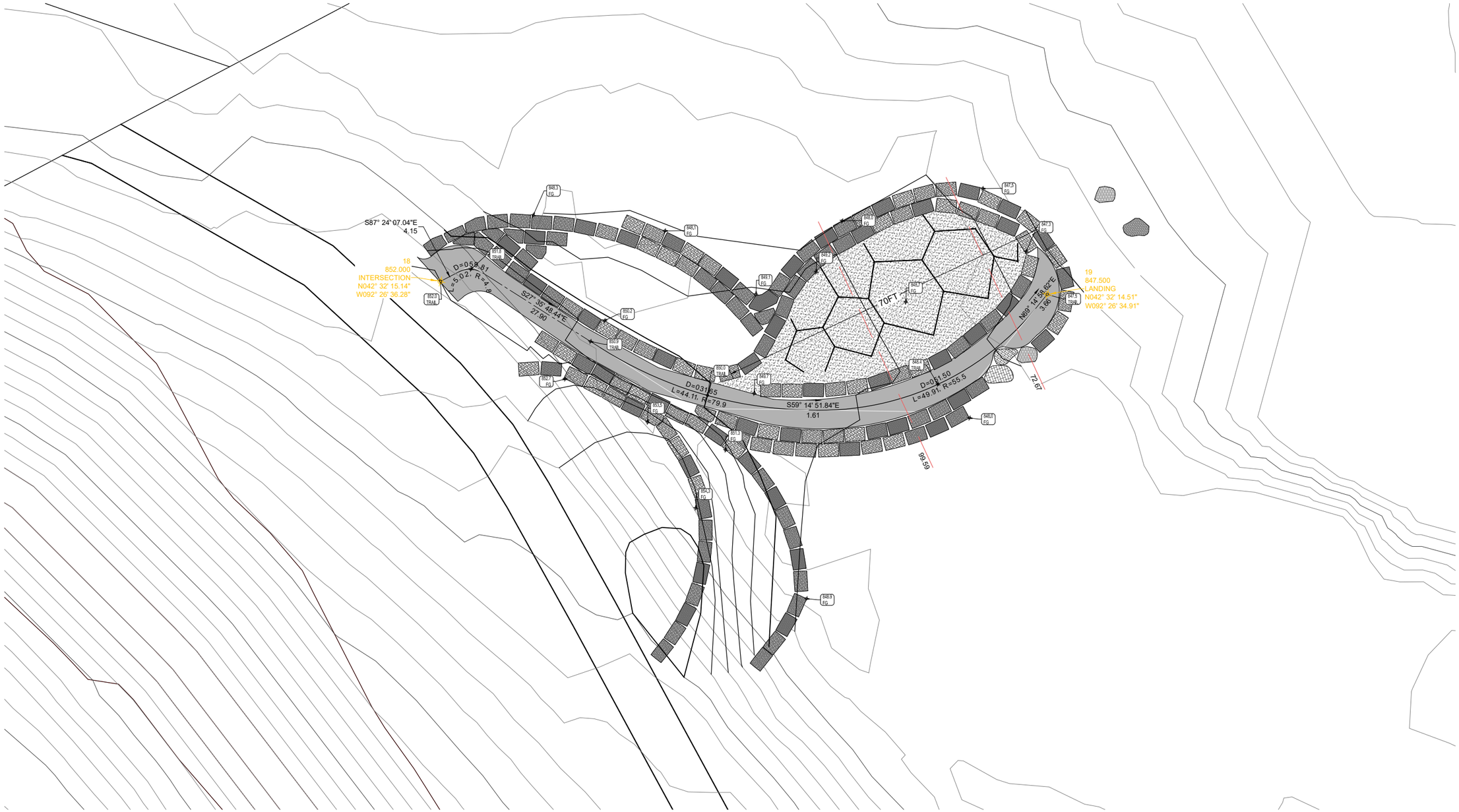
PLOT DATE: 8/30/2021

DRAWING NO.

T-5

SHEET T-5 OF



TRAIL LAYOUT PLAN
SCALE: 1"=10'

N

SCALE BAR 1"=10'
10 0 10
CONTOUR INTERVAL 1FT

LEGEND

GROUTED BOULDERS
EXISTING GRADE
PROPOSED GRADE
CONCRETE
CLEAN ANGULAR COBBLE

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TRAIL LAYOUT PLAN

REVISIONS:

NO.	DATE

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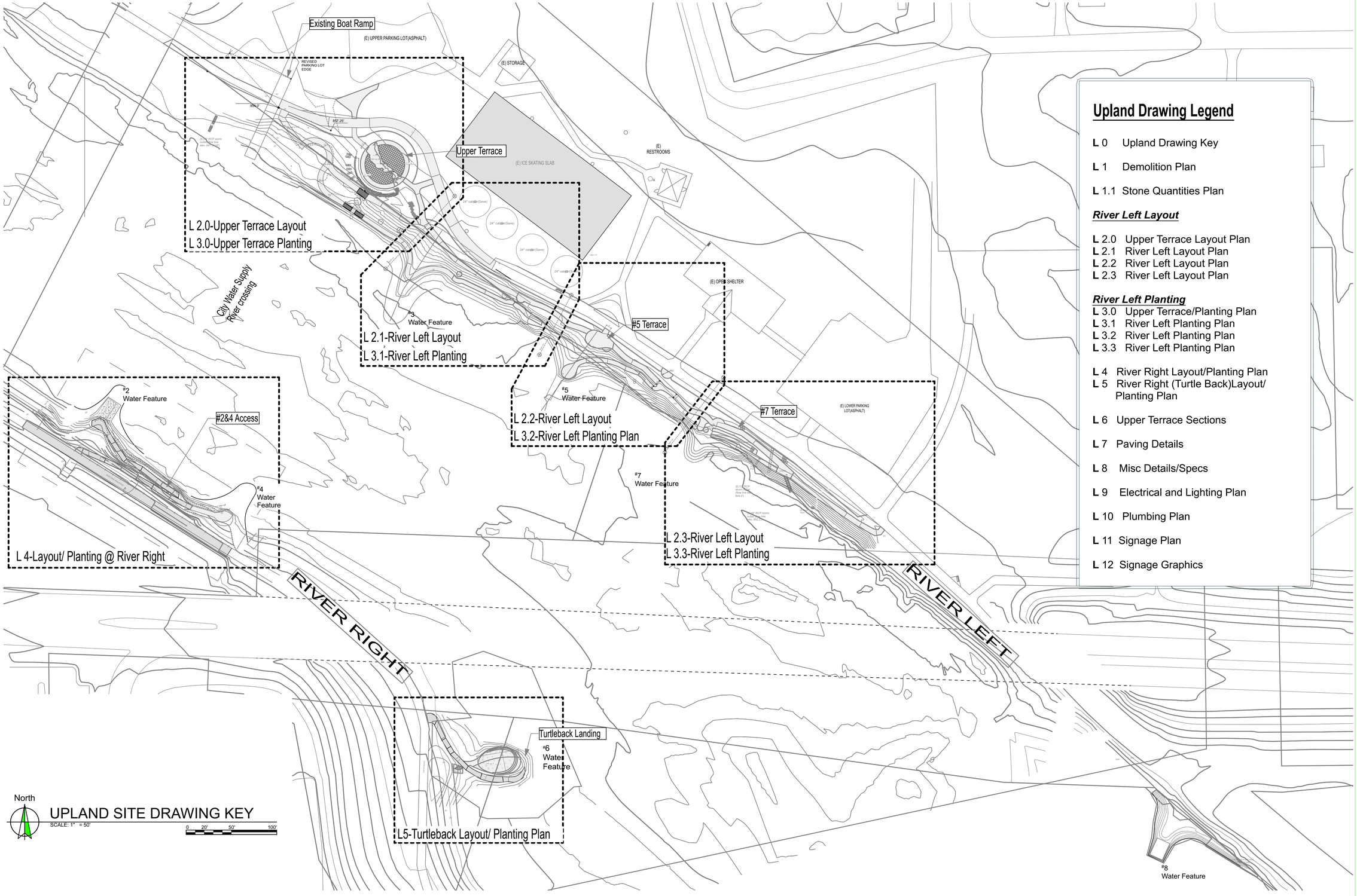
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

T-6

SHEET T-6 O



Upland Drawing Legend

L 0 Upland Drawing Key

L 1 Demolition Plan

L 1.1 Stone Quantities Plan

River Left Layout

L 2.0 Upper Terrace Layout Plan
L 2.1 River Left Layout Plan
L 2.2 River Left Layout Plan
L 2.3 River Left Layout Plan

River Left Planting

L 3.0 Upper Terrace/Planting Plan
L 3.1 River Left Planting Plan
L 3.2 River Left Planting Plan
L 3.3 River Left Planting Plan

L 4 River Right Layout/Planting Plan
L 5 River Right (Turtle Back)Layout/ Planting Plan

L 6 Upper Terrace Sections

L 7 Paving Details

L 8 Misc Details/Specs

L 9 Electrical and Lighting Plan

L 10 Plumbing Plan

L 11 Signage Plan

L 12 Signage Graphics

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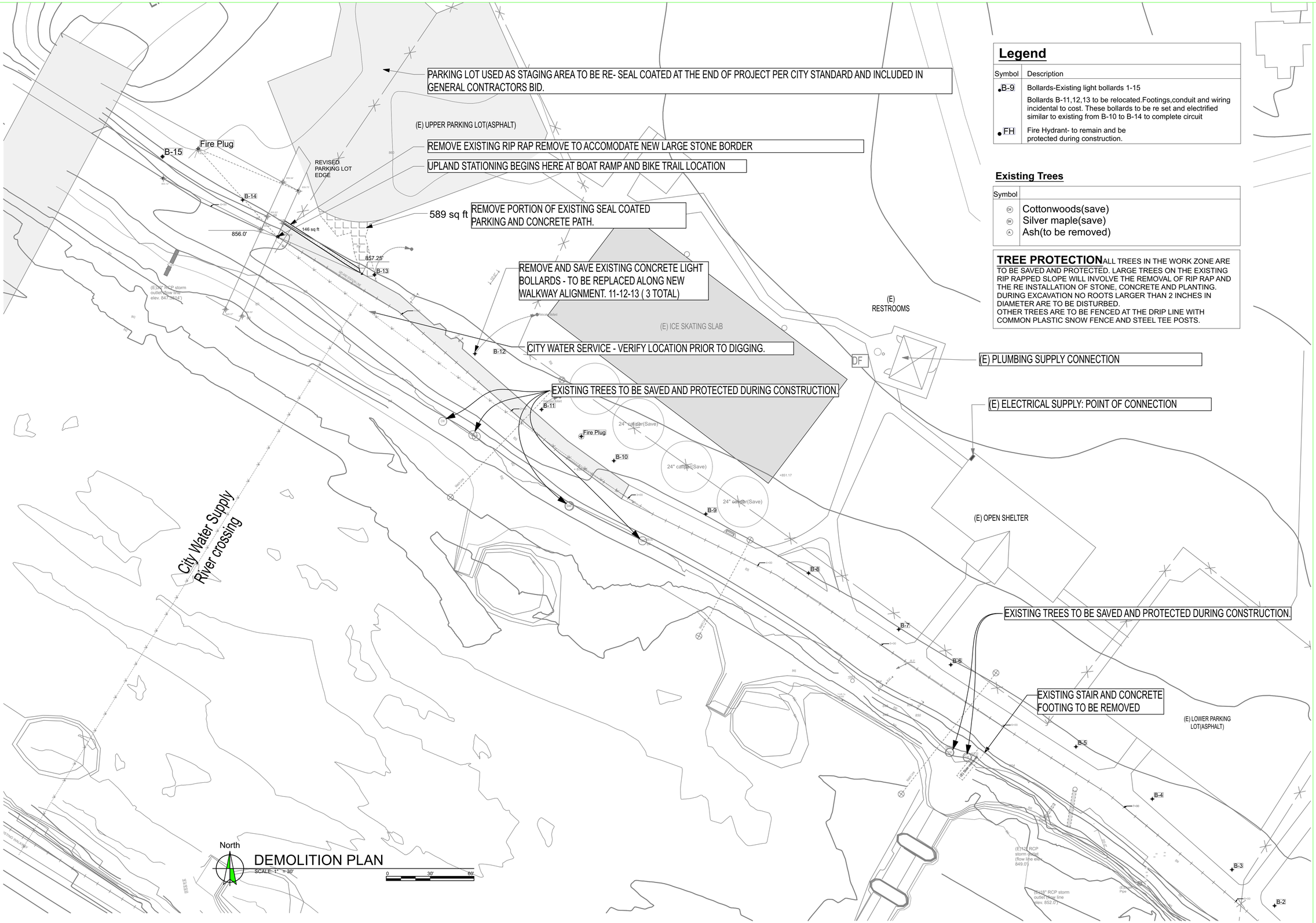
Upland Site Drawing KeY

REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.
Upland Drawings
L 0



Legend

Symbol	Description
B-9	Bollards-Existing light bollards 1-15 Bollards B-11,12,13 to be relocated.Footings,conduit and wiring incidental to cost. These bollards to be re set and electrified similar to existing from B-10 to B-14 to complete circuit
FH	Fire Hydrant- to remain and be protected during construction.

Existing Trees

Symbol	
CW	Cottonwoods(save)
SM	Silver maple(save)
A	Ash(to be removed)

TREE PROTECTION ALL TREES IN THE WORK ZONE ARE TO BE SAVED AND PROTECTED. LARGE TREES ON THE EXISTING RIP RAPPED SLOPE WILL INVOLVE THE REMOVAL OF RIP RAP AND THE RE INSTALLATION OF STONE, CONCRETE AND PLANTING. DURING EXCAVATION NO ROOTS LARGER THAN 2 INCHES IN DIAMETER ARE TO BE DISTURBED.
OTHER TREES ARE TO BE FENCED AT THE DRIP LINE WITH COMMON PLASTIC SNOW FENCE AND STEEL TEE POSTS.

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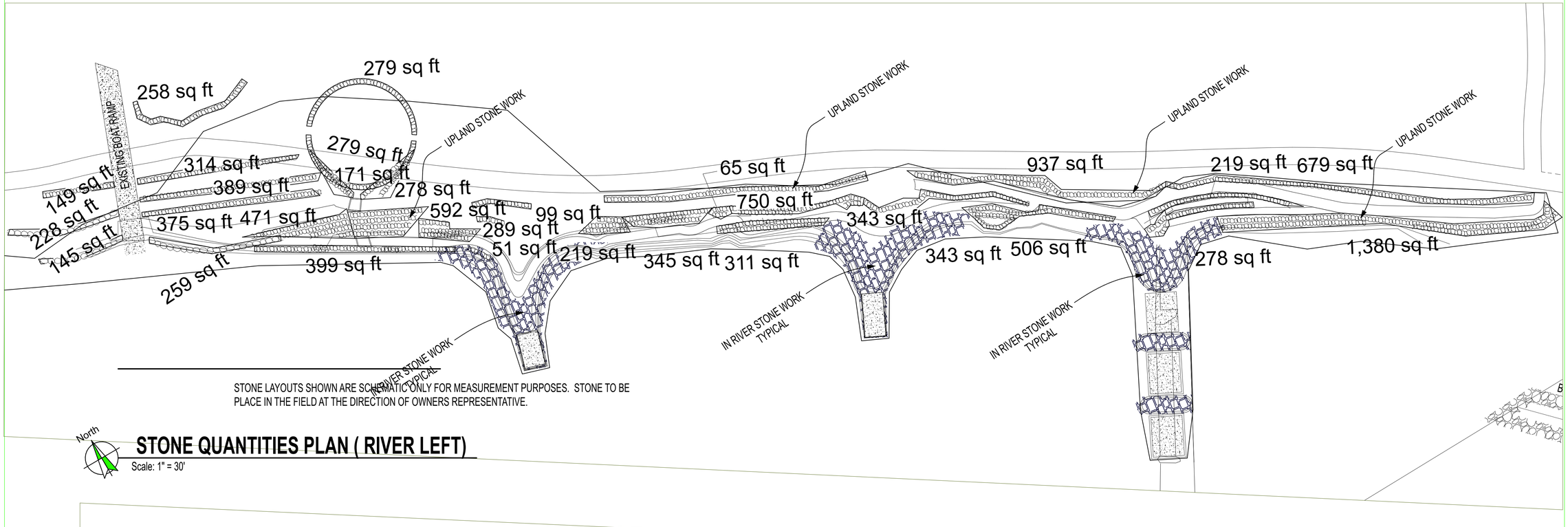
UPLAND DEMOLITION PLAN

REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.
L 1.0

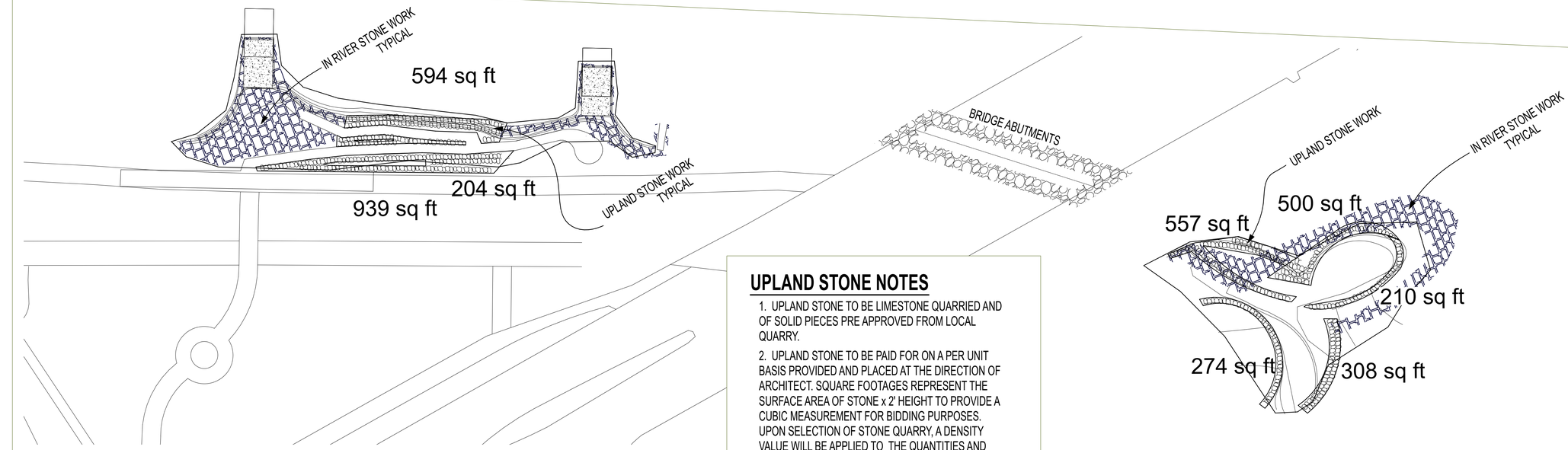


STONE LAYOUTS SHOWN ARE SCHEMATIC ONLY FOR MEASUREMENT PURPOSES. STONE TO BE PLACE IN THE FIELD AT THE DIRECTION OF OWNERS REPRESENTATIVE.

North

STONE QUANTITIES PLAN (RIVER LEFT)

Scale: 1" = 30'



North

STONE QUANTITIES PLAN (RIVER RIGHT)

Scale: 1" = 30'

UPLAND STONE NOTES

1. UPLAND STONE TO BE LIMESTONE QUARRIED AND OF SOLID PIECES PRE APPROVED FROM LOCAL QUARRY.
2. UPLAND STONE TO BE PAID FOR ON A PER UNIT BASIS PROVIDED AND PLACED AT THE DIRECTION OF ARCHITECT. SQUARE FOOTAGES REPRESENT THE SURFACE AREA OF STONE x 2' HEIGHT TO PROVIDE A CUBIC MEASUREMENT FOR BIDDING PURPOSES. UPON SELECTION OF STONE QUARRY, A DENSITY VALUE WILL BE APPLIED TO THE QUANTITIES AND CONVERTED TO A WEIGHTED MEASUREMENT TO VERIFY HAUL WEIGHTS AND DETERMINE PAYMENT.
3. SPECIALTY STONE TO BE PRE SELECTED BY ARCHITECT. CONTRACTOR TO PROVIDE SHIPPING ON FLAT BEDS TO PROJECT LOCATION. STONE TO BE UNLOADED BY CONTRACTOR WITH FORKS. THIS SPECIALTY STONE IS A GREY SLAB MATERIAL FROM HAHN QUARRY @ 3913 WEST GUILFORD ROAD,

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UPLAND STONE QUANTITIES PLAN

REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

L 1.1

B-14

856.0'

(E)30" RCP storm outlet (flow line elev. 847.3814')

857.25'

B-13

Relocated Bollard

R 35'

3 L7 Concrete Slab

Concrete Paving w/ black integral color and stamp and sealed

Artificial Turf

Concrete Paving w/ black integral color and stamp and sealed

Resin bound river run @ approx 4" wide.

Brass label plates set in concrete

2 L4.0

5 L7 New Bike Path

10'-0"

2 L7 Concrete Mowband

Relocated Bollard

UPLAND STATION LINE

7'-2"

1+00

Concrete Walk way 4 L7

R 14'-8"

856.00'

855.50'

855.00'

854.50'

854.00'

853.00'

Wall Elev 5 L8

431 sq ft

Wall Elev 4 L8

635 sq ft

317 sq ft

327 sq ft

498 sq ft

3'-0"

R 22'

B-12

2 L7 Concrete Mowband

3 L7 Concrete Walkway

Flagstone Waterway

7 L8 Flagstone Patio

Relocated Bollard

Relocated Bollard

B-11

24'

12'-0"

853.00'

849.00'

10'-0"

5'-0"

10'-0"

849.00'

848.00'

6 L7 Trail Bridges

4 L7 Concrete Walk way

854.00'

850.00'

848.00'

CW

855.00'

853.00'

852.00'

851.00'

850.00'

847.00'

846.00'

Stone Steps Typical 2 L8

Match Line

+ 856

North

Layout Plan

SCALE: 1" = 10'

0 5' 10' 20'

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UPPER TERRACE LAYOUT PLAN

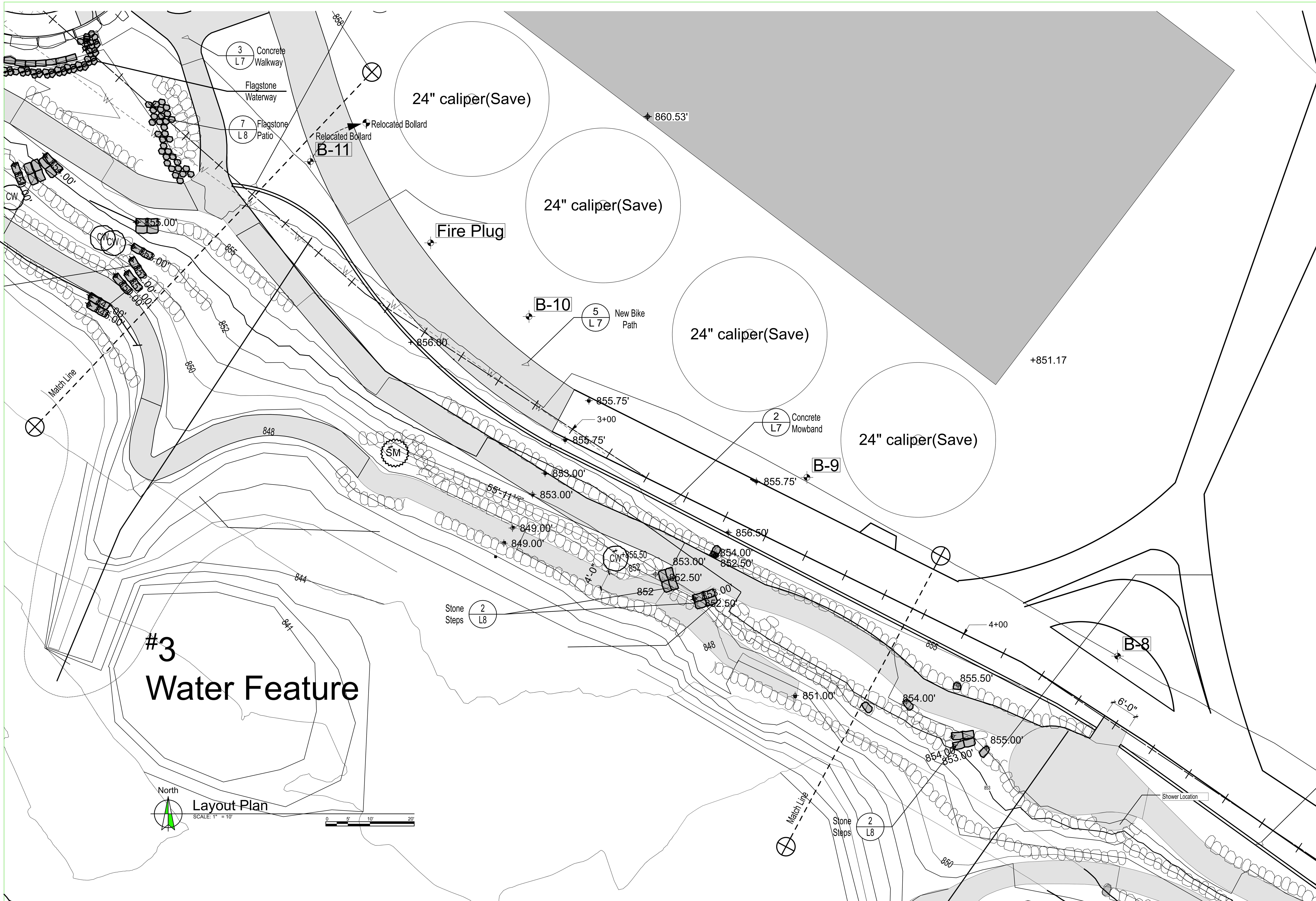
REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

L 2.0



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REVISIONS:

NO.	DATE

DESIGNED: LRK
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PLOT DATE: 8/23/2021

DRAWING NO.
L 2.1

#5 Water Feature

Layout Plan
SCALE: 1" = 10'

North

0 5' 10' 20'

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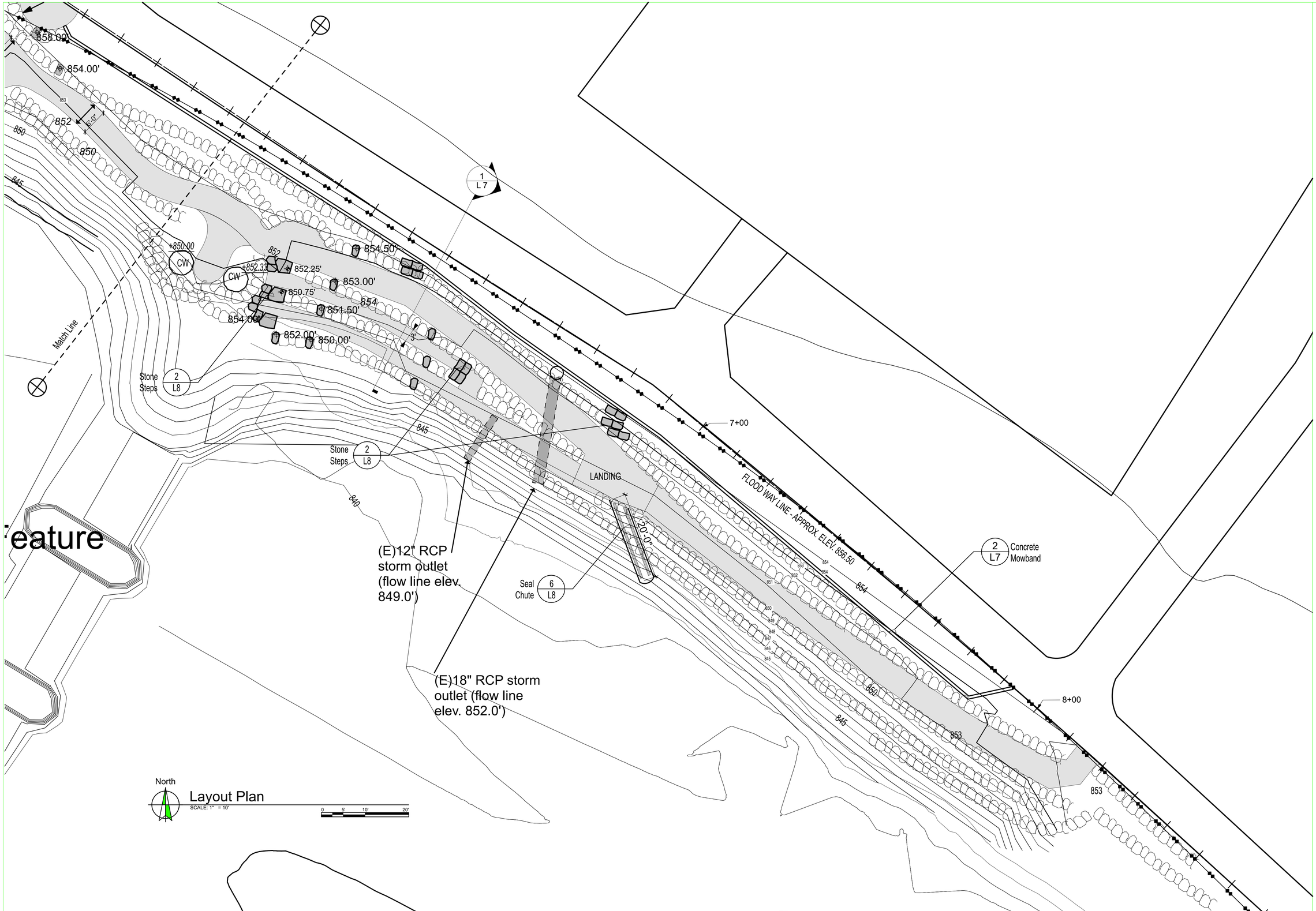
PLOT DATE: 8/23/2021

DRAWING NO.

L 2.2



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REVISIONS:

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PLOT DATE: 8/23/2021

DRAWING NO.
L 2.3

EDGE

3-Populus Deltoides
"Cottonwood"

" Not Too Tall" Seeding

557 sq ft
478 sq ft
508 sq ft
770 sq ft
P
856.0'

(E)30" RCP storm
outlet (flow line
elev. 847.3814')

"Karl Foerster Grass"

858

857.25'

1-Existing Maple to re planted

338 sq ft
397 sq ft
Sod Lawn
Sod Lawn 879 sq ft
346 sq ft
Pachysandra terminalis
Flats @ 12" o.c.
10'
539 sq ft
1'-2"
20-Hemerocallis 'Stella Supreme'
20-Stella D'oro "Purple"
351 sq ft
224 sq ft
Austin
Charles City
431 sq ft
Lawn
Cedar Falls
Waterloo
635 sq ft
317 sq ft
1,739 sq ft
Low Land
263 sq ft
Cedar Rapids
3'
498 sq ft
Lawn
327 sq ft
7-Cornus Alternafolia
Mississippi River
Columbia Junction
Sod Lawn
Seeded " Not too Tall " blend
See Planting
Legend
P
374 sq ft
Low Land
10-Hemerocallis 'Stella Supreme'
10-Stella D'oro "Purple"
888
Sod Lawn
953 sq ft
12'
124 sq ft
462 sq ft
Up Land
10'
4'-11 3/4"
10'
CW
CW
CW
1,774 sq ft
855
368 sq ft
Up Land
852
Mid Land
Mid Land
131
P
850

North

PLANTING PLAN
SCALE: 1" = 10'
0 5' 10' 20'

See Planting Legend Sheet L-5

The project typically floods every Spring. Most of the in river and stone work will completed over the Winter months.
It is expected that landscape and planting will commence in the Spring of 2022.
Due to the potential for flooding and loss we have chosen to the "Not Too Tall seed mix on the lower elevations. Flooding damage will result in less loss and reseeding will need to be done " not under this contract"
The other planting areas have been measured and 4" pots will be used for cover. Due to the uncertain nature of the Stone work and flooding we have given a total count of plants for bidding and we will use these plants for the project for contractor ordering.
Contractor to set out plants at the direction of the Architect at planting time.
A one year warranty will start at the end of planting. Flood damage will not need to be covered under the warranty.
Planting and staking shall be completed under current SUDAS best practices.

Plan shows areas divided into Upland,Midland,Lowland and Sod areas. Architect has calculated areas and desired spacing to come up with the quantities listed. Due to the variable placement of much of the stone plants will be set in the field upon completion of stonework and in the Spring of 2022. Contractor to order amounts shown on the plan. General area measurements may be used to calculate mulch, pre-emergents and Sod.

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Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

TRAIL/PLANTING PLAN @ UPPER TERRACE

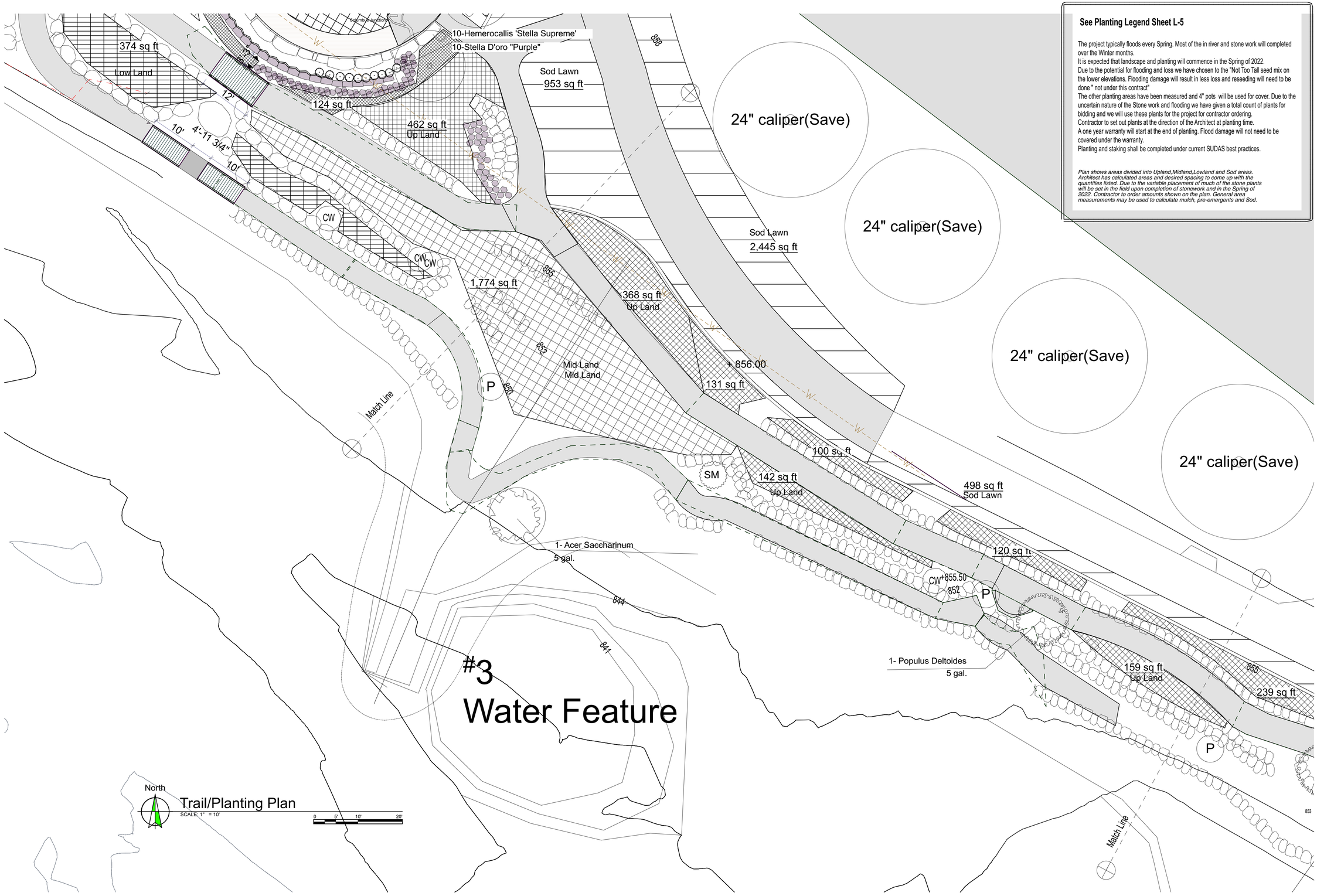
REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

L 3.0



See Planting Legend Sheet L-5

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Planting and staking shall be completed under current SUDAS best practices.

Plan shows areas divided into Upland,Midland,Lowland and Sod areas. Architect has calculated areas and desired spacing to come up with the quantities listed. Due to the variable placement of much of the stone plants will be set in the field upon completion of stonework and in the Spring of 2022. Contractor to order amounts shown on the plan. General area measurements may be used to calculate mulch, pre-emergents and Sod.

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220 CLAY STREET
CEDAR FALLS, IA
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Cedar River @ Cedar Falls, Iowa

TRAIL/PLANTING PLAN

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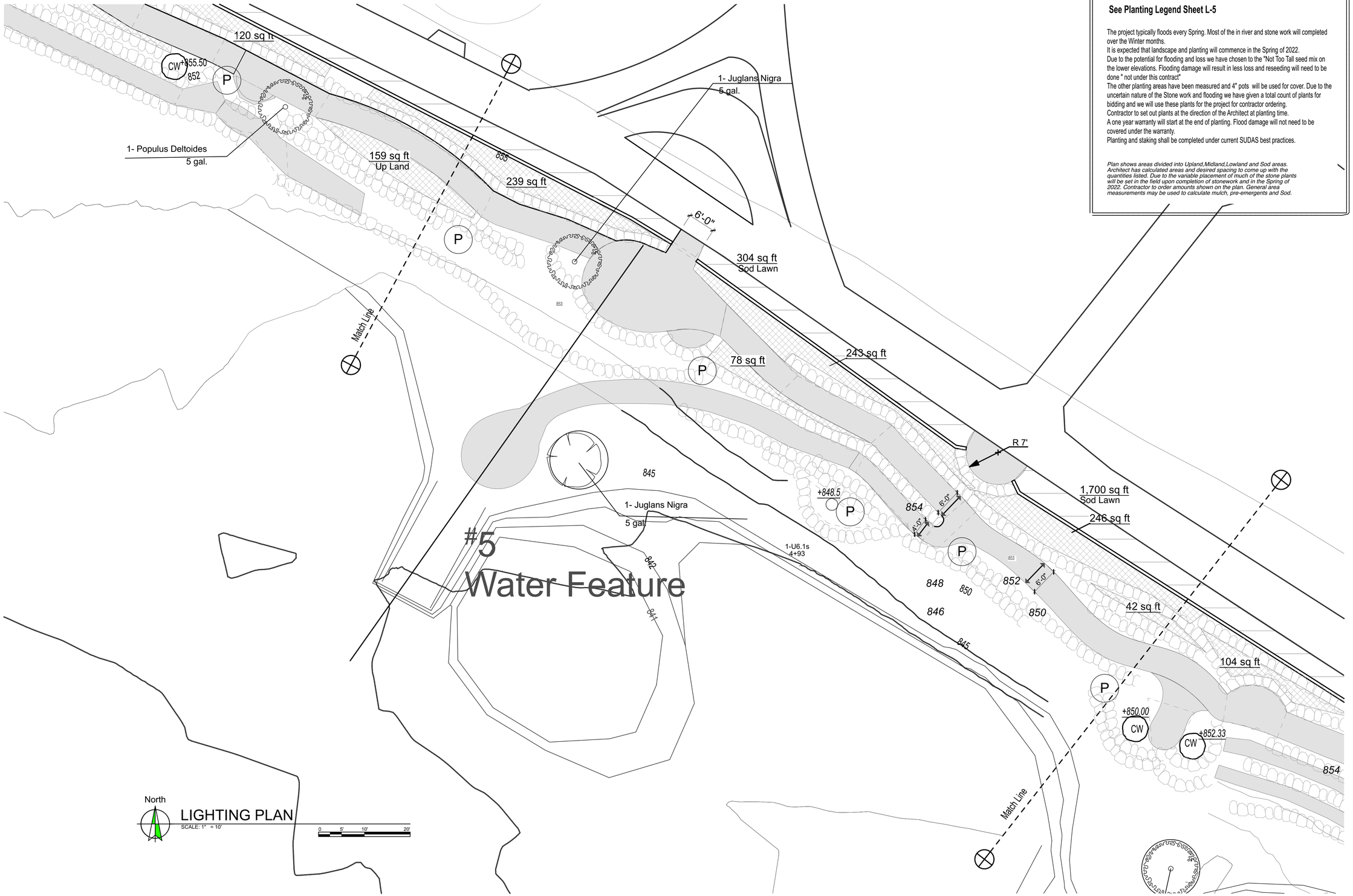
L 3.1



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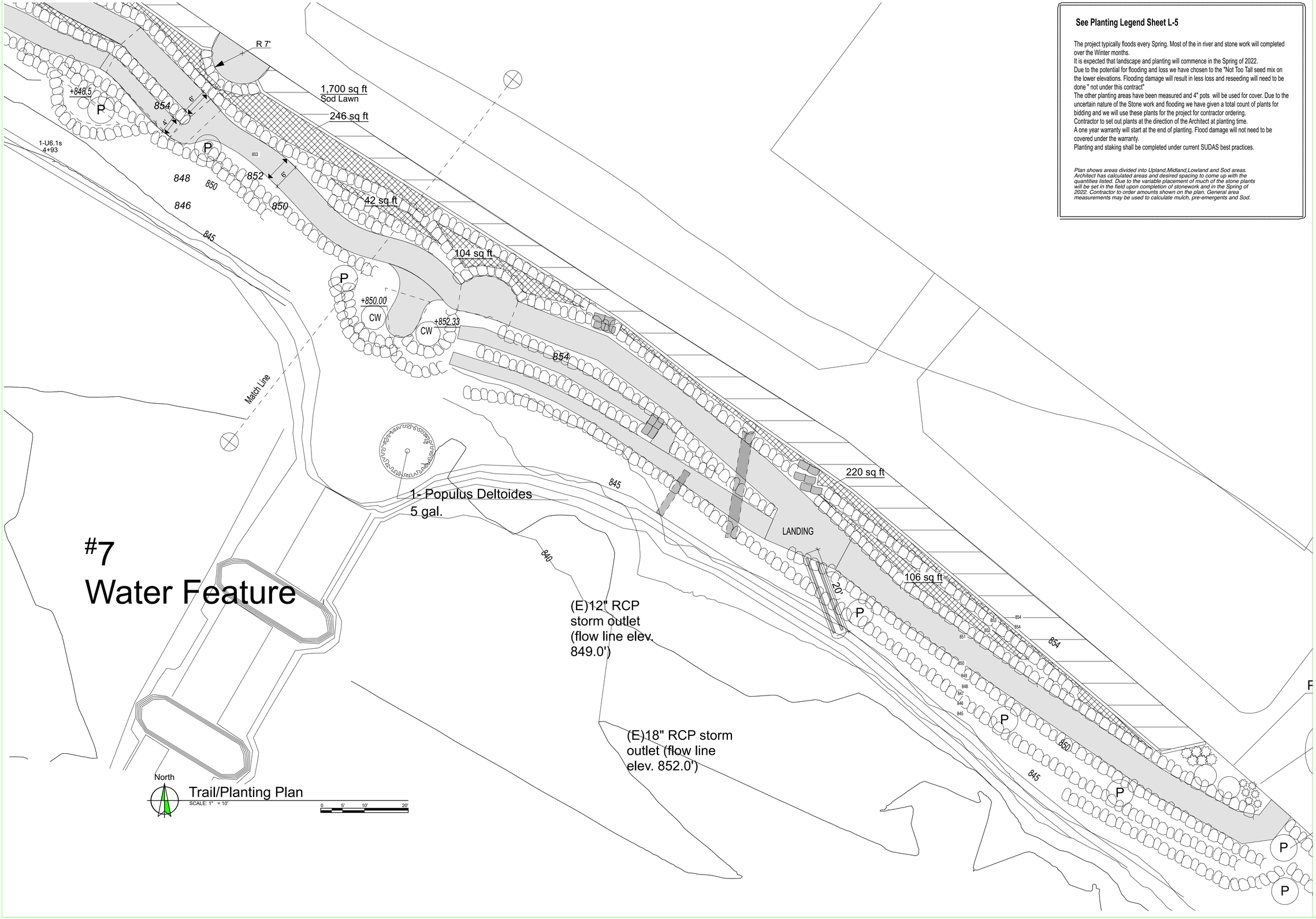
L 3.2



#7 Water Feature

See Planting Legend Sheet L-5

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#2 Water Feature

See Planting Legend Sheet L-5

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PLANTING AND SOIL PREPARATION NOTES.

1. THIS AREA ON THE RIVER LEVEE WILL REQUIRE THE EXCAVATION AND ADDITION OF FILTER FABRIC, SOIL AND RIP RAP PRIOR TO PLANTING. SEE DETAIL 1-L8.
2. PLANTS ARE AS SHOWN IN 2 GALLON CONTAINERS. ANCHOR ROOT BALLS VIA FABRIC AND STONE.

79 sq ft

120 sq ft

14-Sg-Switch Grass
12-Bs-Black eyed Susan
Planting Beds (1 / L8)

EXISTING WALKWAY

#4 Water Feature

North

Trail/Planting Plan
SCALE: 1" = 10'

0 5' 10' 20'

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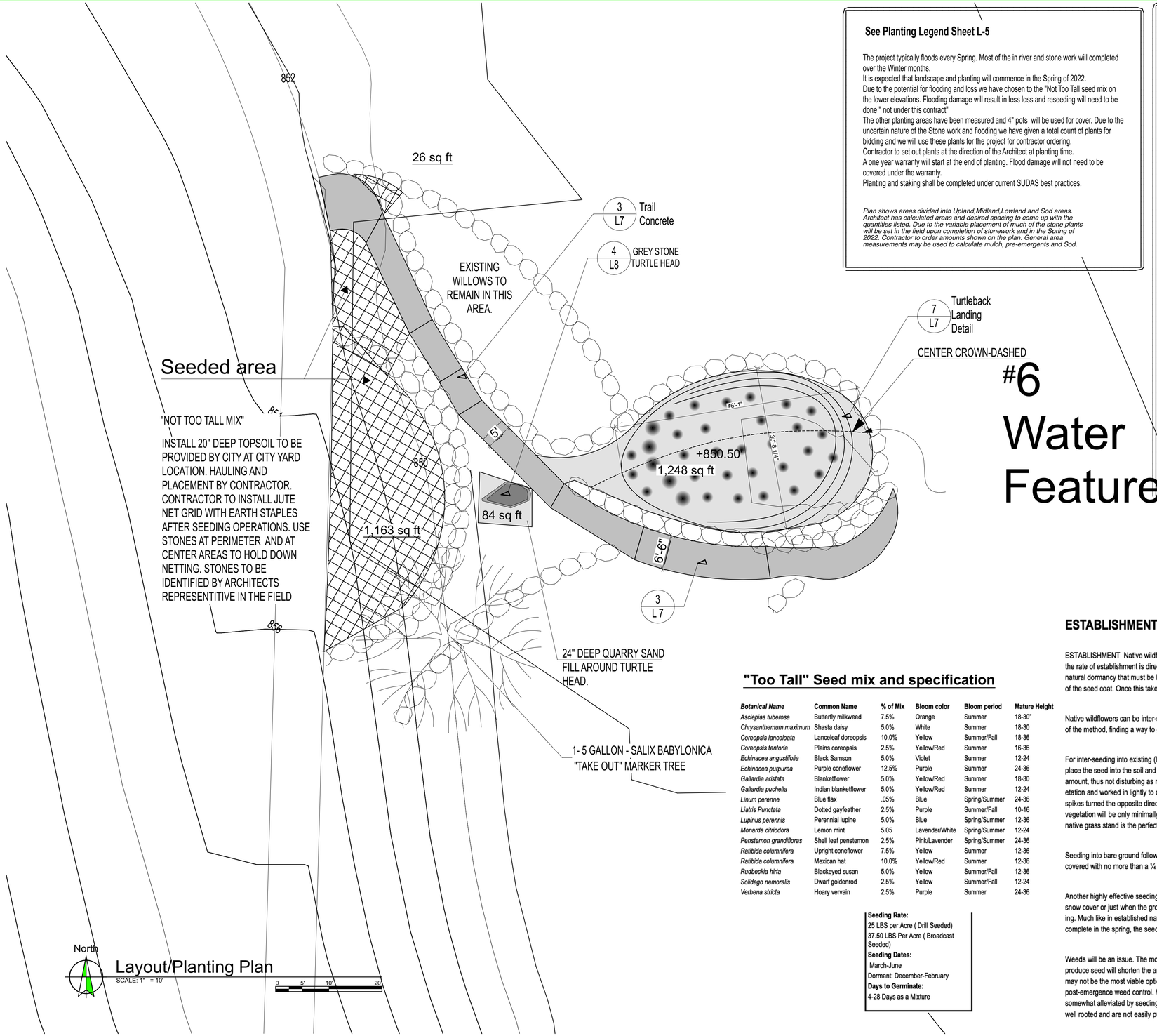
L 4



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PLANT LEGEND

Not ALL shown on Plan.
Include quantities shown here on Legend.

Symbol	Quantity- Size/Name
	Overstory Trees
	9 - 8' tall multi stem/clump - Cornus Alternifolia- Pagoda Dogwood "triple stake"
	6 - Cuttings of on site tree' - Populus deltoides-Cottonwood "single stake"
	1 - 1" Caliper - Acer saccharinum- Silver Maple-Native "single stake"
	2 - 1" Caliper - Juglans nigra- Black Walnut "single stake"
	2 - 1" Caliper - Salix Babylonica "Weeeping Willow" "single stake"
	Shrubs-
Pa	9- #3 container -Pinus Mugo 'Sherwood Compact'
	48 -4" pot @ 24" o.c. Hemerocallis 'Stella Supreme'
	48- 4" post @ 24" o.c. Hemerocallis D'Oro Purple
	Sub Shrubs and Grasses
Kf	100- 4" pot @ 24" o.c. Calamagrostis acutiflora "Karl Foerster Grass"
	40- 4" pot @24" o.c. Achillea millefolium 'Sunny Seduction'
	70- 4" pot @ 16" o.c.Panicum Virgatum "Northwind Switchgrass"
	70- bulbs @ 24" o.c. Iris Siberica varities
	140- 4" pots @ 24" o.c.Coreopsis verticillata 'Crazy Cayenne' Moonbeam
	230- 4" pots @ 24" o.c Dianthus deltoides 'Zing Rose'
	200- 4" pots @ 24" o.c Perovskia atriplicifolia 'Little Spire'
	360- 4" pots @ 24" o.c Rudbeckia fulgida var. sullivantii 'Little Goldstar'
	70- 4" pots @ 24" o.c Sporobolus heterolepis 'Tara' Dwarf Prairie Dropseed
	140- 4" pots @ 16" o.c. Lysimachia- A. 'Goldilocks'
	225 - 4" pots @ 24" o.c.
P	13- 4" pots as shown Parthenocissus quinquefolia- EngelmanVine

Sod areas: Bluegrass blend 4,731 SF.

Seeded areas:
Bare Spots to be seeded at the direction of the Landscape architect with the following mixture:
(United Seed Mix @ 37.5 lbs/acre) See Sheet L-5 for seeding data.
Lowland areas 5.879 SF : "Not Too Tall mix"

4" pots:
Midland areas 2,036 SF Mix
Upland areas 3,650 SF

Notes:
Planting areas to recieve 1" deep bark mulch and pre-emergent weed killers..
Lawn areas to receive bluegrass sod and water from city water supply and new quick coupler valves.
IMPORT SOIL TYPICAL AT ALL PLANTINGS - PROVIDED BY CITY @ city Yard. Provide 1/2 cubic foot of topsoil at all 4" pots.

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"Too Tall" Seed mix and specification

Botanical Name	Common Name	% of Mix	Bloom color	Bloom period	Mature Height
Asclepias tuberosa	Butterfly milkweed	7.5%	Orange	Summer	18-30"
Chrysanthemum maximum	Shasta daisy	5.0%	White	Summer	18-30
Coreopsis lanceloata	Lanceleaf doreopsis	10.0%	Yellow	Summer/Fall	18-36
Coreopsis tentoria	Plains coreopsis	2.5%	Yellow/Red	Summer	16-36
Echinacea angustifolia	Black Samson	5.0%	Violet	Summer	12-24
Echinacea purpurea	Purple coneflower	12.5%	Purple	Summer	24-36
Gallardia aristata	Blanketflower	5.0%	Yellow/Red	Summer	18-30
Gallardia pucheilla	Indian blanketflower	5.0%	Yellow/Red	Summer	12-24
Linum perenne	Blue flax	.05%	Blue	Spring/Summer	24-36
Liatris Punctata	Dotted gayfeather	2.5%	Purple	Summer/Fall	10-16
Lupinus perennis	Perennial lupine	5.0%	Blue	Spring/Summer	12-36
Monarda citriodora	Lemon mint	5.05	Lavender/White	Spring/Summer	12-24
Penstemon grandifloras	Shell leaf penstemon	2.5%	Pink/Lavender	Spring/Summer	24-36
Ratibida columnifera	Upright coneflower	7.5%	Yellow	Summer	12-36
Ratibida columnifera	Mexican hat	10.0%	Yellow/Red	Summer	12-36
Rudbeckia hirta	Blackeyed susan	5.0%	Yellow	Summer/Fall	12-36
Solidago nemoralis	Dwarf goldenrod	2.5%	Yellow	Summer/Fall	12-24
Verbena stricta	Hoary vervain	2.5%	Purple	Summer	24-36

Seeding Rate:
25 LBS per Acre (Drill Seeded)
37.50 LBS Per Acre (Broadcast Seeded)
Seeding Dates:
March-June
Dormant: December-February
Days to Germinate:
4-28 Days as a Mixture

ESTABLISHMENT AND MAINTENANCE

ESTABLISHMENT Native wildflowers can be established from a number of effective methods. Regardless of the method however, the rate of establishment is directly related to amount of seed-to-soil contact that is achieved. Most native wildflower seeds have a natural dormancy that must be broken in order to germinate. Seed-to-soil contact is one way to break dormancy with the scratching of the seed coat. Once this takes place, then water can be absorbed and thus begin the germination process.

Native wildflowers can be inter-seeded into existing vegetation, drill seeded, broadcast seeded or frost seeded. Again, regardless of the method, finding a way to get the seed into the soil, past any dead (or living) vegetative matter and into the soil is crucial.

For inter-seeding into existing (living) vegetation, a "no-till" mechanical drill is best. The drill can cut past the vegetative matter and place the seed into the soil and pack the soil to achieve good seed-to-soil contact. This method disturbs the existing soil the least amount, thus not disturbing as many weed seeds. If a drill is not an option, then wildflower seed can be broadcast into existing vegetation and worked in lightly to disturb the soil and cover the seed. This can be done with a disk harrow or spike harrow with the spikes turned the opposite direction of the travel path. Although weed seeds will be disturbed and be a potential problem, existing vegetation will be only minimally affected yet still provide "cover" for the young wildflower seedlings. Inter-seeding into an existing native grass stand is the perfect way to add separation for the wildflowers and give that "natural" appearance.

Seeding into bare ground follows much the same premise. Drill seeding is best, broadcast seeding will work fine if the seed can be covered with no more than a ¼ of soil. Covering the seeded area with straw or mulch will help to retain soil moisture.

Another highly effective seeding method is dormant (frost) seeding. This is done when the ground is either frozen with or without snow cover or just when the ground is too cold to facilitate germination. It can be seeded by using a mechanical drill, or broadcasting. Much like in established native settings, wildflower seeds will be dispersed by wind or birds, and once the freeze/thaw cycle is complete in the spring, the seeds have gone through a physiological stage that breaks dormancy.

Weeds will be an issue. The more the soil is disturbed, the more the weeds will become a problem. Controlling weeds before they produce seed will shorten the amount of time that the wildflower stand will eventually take over. If the area is large, hand weeding may not be the most viable option, so mowing the weeds may be the only option. With no commercially available herbicides for post-emergence weed control. Weed control during establishment will be the biggest challenge. For larger areas, this can be somewhat alleviated by seeding the wildflowers with native grasses. Weed control becomes easier when the wildflowers become well rooted and are not easily pulled out with the weeds.

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Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

LAYOUT/PLANTING PLAN @ TURTLE BACK PLAZA

REVISIONS:

NO.	DATE

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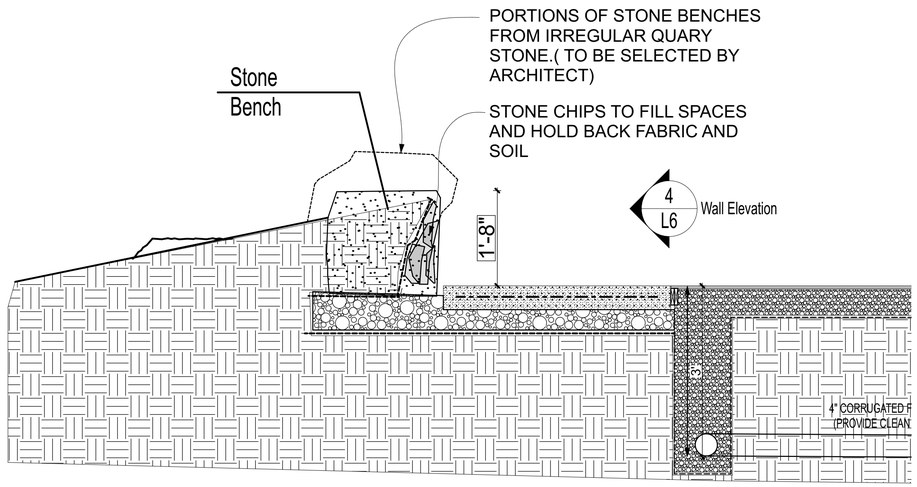
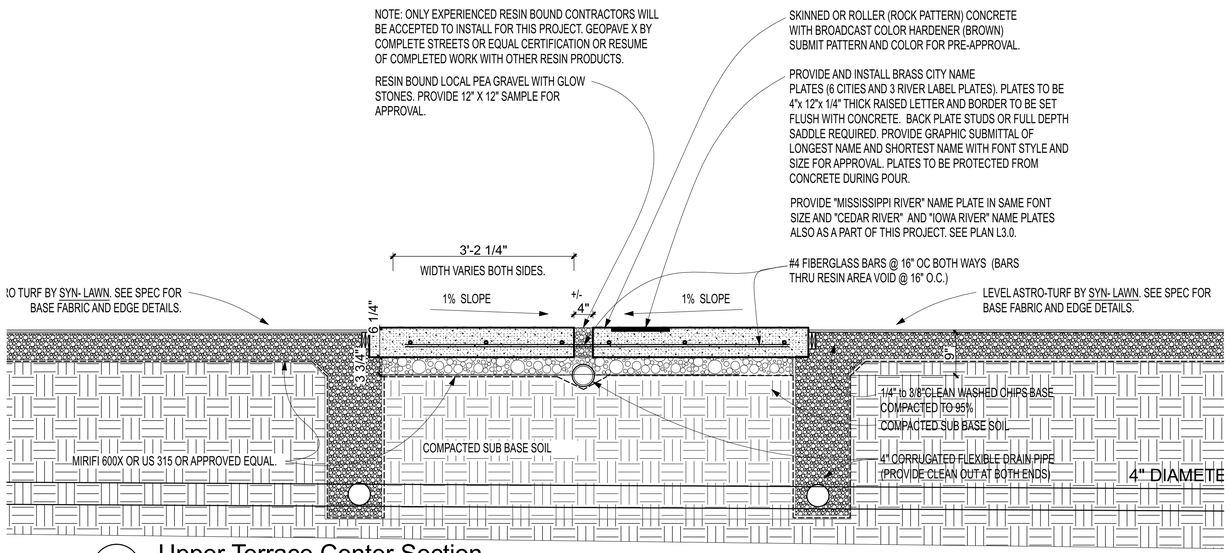
PLOT DATE: 8/23/2021

DRAWING NO.
L 5



1 Upper Terrace Section
SCALE: 3/4" = 1'-0"



2 Upper Terrace Center Section
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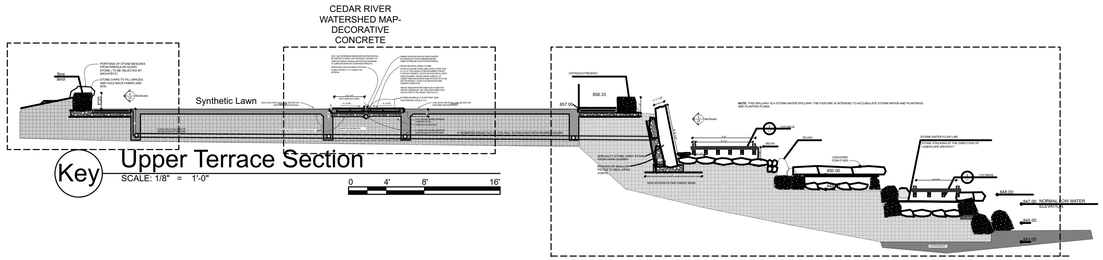
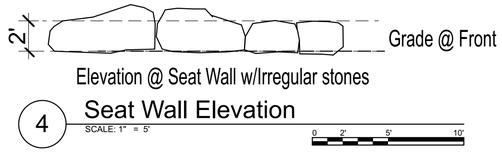
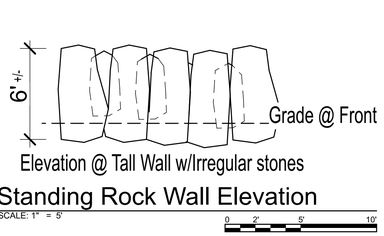


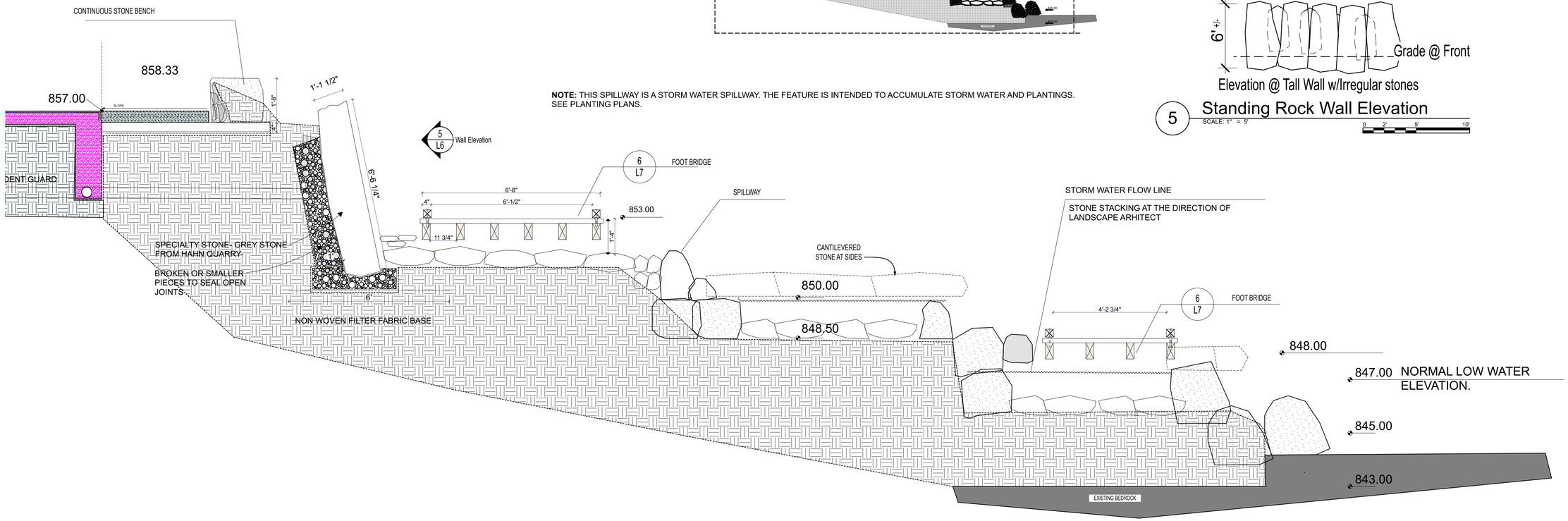
Key Upper Terrace Section
SCALE: 1/8" = 1'-0"



4 Seat Wall Elevation
SCALE: 1" = 5'



5 Standing Rock Wall Elevation
SCALE: 1" = 5'



NOTE: THIS SPILLWAY IS A STORM WATER SPILLWAY. THE FEATURE IS INTENDED TO ACCUMULATE STORM WATER AND PLANTINGS. SEE PLANTING PLANS.

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Cedar River Recreational Improvements Project
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UPPER TERRACE SECTIONS

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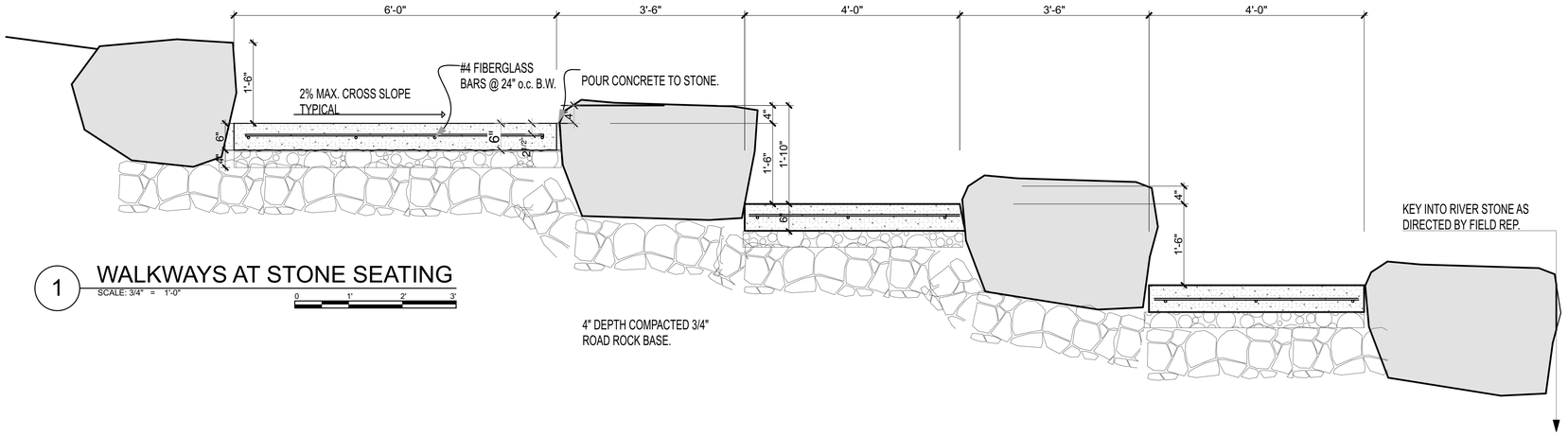
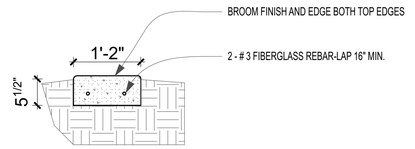
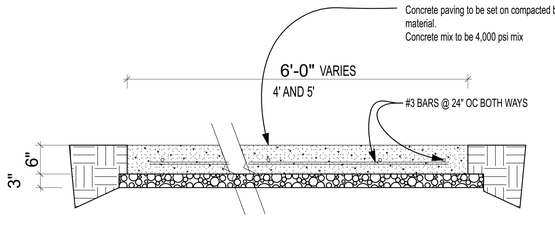


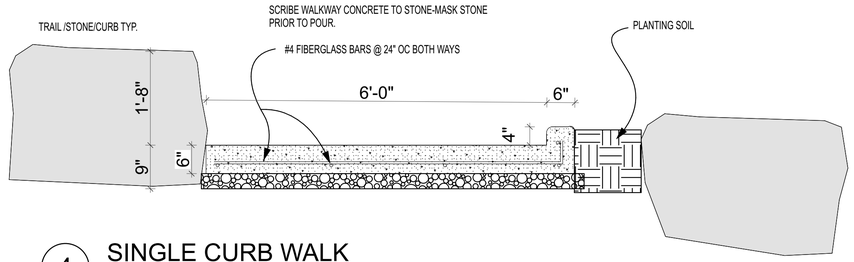
1 WALKWAYS AT STONE SEATING
SCALE: 3/4" = 1'-0"



2 CONCRETE MOWBAND
SCALE: 3/4" = 1'-0"

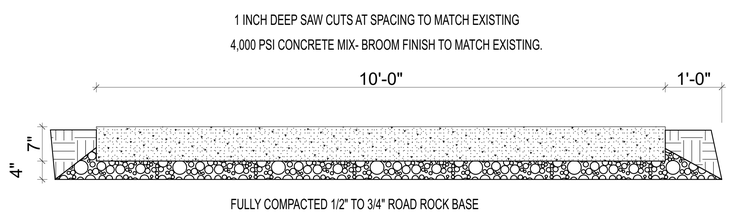


3 CONCRETE WALKWAYS
SCALE: 3/4" = 1'-0"



4 SINGLE CURB WALK
SCALE: 3/4" = 1'-0"

Saw c



5 BIKE TRAIL REPLACEMENT PAVING
SCALE: 3/4" = 1'-0"

STAIN FINISH W/SIKKENS LOG CABIN SEALER-
COLOR CEDAR.

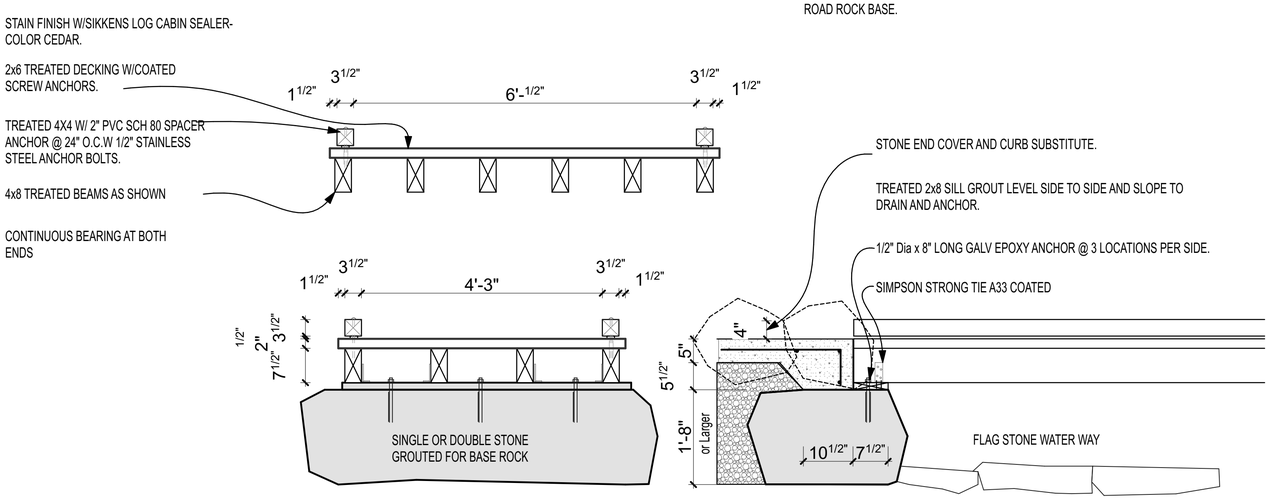
2x6 TREATED DECKING W/COATED
SCREW ANCHORS.

TREATED 4X4 W/ 2" PVC SCH 80 SPACER
ANCHOR @ 24" O.C.W 1/2" STAINLESS
STEEL ANCHOR BOLTS.

4x8 TREATED BEAMS AS SHOWN

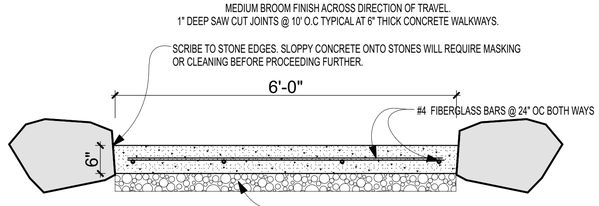
CONTINUOUS BEARING AT BOTH
ENDS

4" DEPTH COMPACTED 3/4"
ROAD ROCK BASE.



6 Layout Plan
SCALE: 3/4" = 1'-0"

MEDIUM BROOM FINISH ACROSS DIRECTION OF TRAVEL.
1" DEEP SAW CUT JOINTS @ 10' O.C TYPICAL AT 6" THICK CONCRETE WALKWAYS.



7 Upper Terrace Section
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UPLAND PAVING DETAILS

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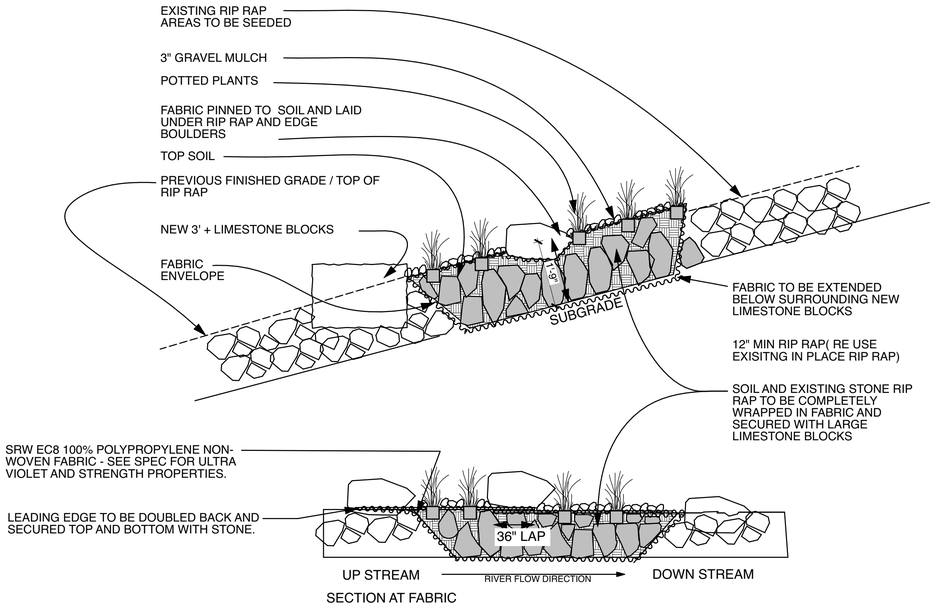
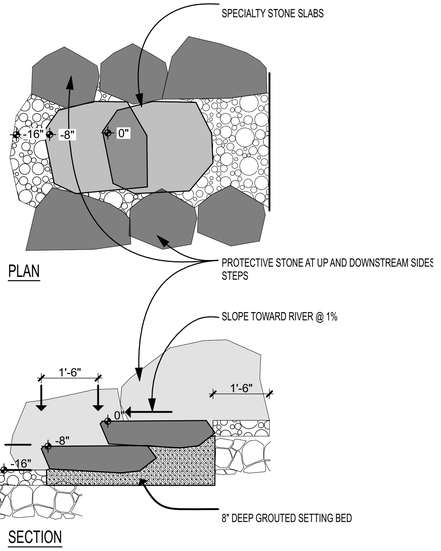
DRAWING NO.
L7



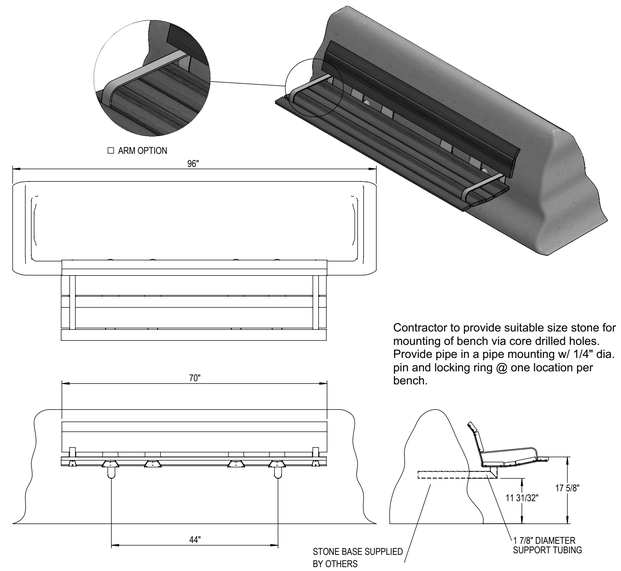
1 Bank Planting @ Levee Location

SCALE: 1/2" = 1'-0"



2 Stone Steps

SCALE: 1/2" = 1'-0"



PRODUCT: LOB-6-WI-VICT
DESCRIPTION: LOFTY BACKED CUSTOM MOUNT

DATE: 4-26-2017
ENG: BLW

ALL FASTENERS ARE STAINLESS STEEL
SOME ASSEMBLY REQUIRED

SITE FURNISHING IS POWDER COATED WITH TGIC POLYESTER. STEEL SURFACE PREP INCLUDES MECHANICAL AND CHEMICAL ETCHING FOLLOWED WITH A COATING TO IMPROVE ADHESION AND CORROSION RESISTANCE.

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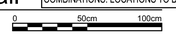
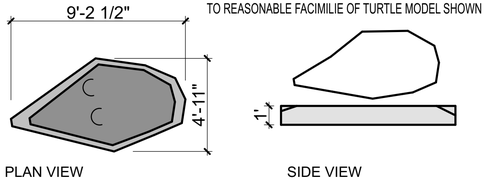
3 Bench to Stone Detail

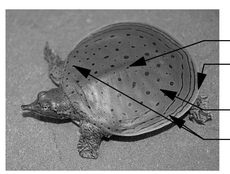
SCALE: 1:20

PROVIDE COST TO PURCHASE AND INSTALL 3 STONE/BENCH COMBINATIONS. LOCATIONS TO BE DETERMINED.



TURTLE HEAD TO BE SCULPTED BY HAHN QUARRY . STONE TO BE SELECTED BY ARCHITECT AT QUARRY SITE AND CARVED TO REASONABLE FACIMILIE OF TURTLE MODEL SHOWN





SINGLE POUR CONSTRUCTION
MOUNDED CENTER RIDGE
YELLOW AT EDGE. REMOVE FORM AND BUTTER ENTIRE EDGE TO MATCH.
BROWN / GREEN MIX AT BODY
SPOTS AND LINES TO BE PAINTED AFTER CURE WITH CHARCOAL COLORED T1000 FINE OVERLAY, A POLYMER MODIFIED CEMENTIOUS MATERIAL. USE PRIMER AS PER MFG. RECOMMENDATION.

ARCHITECT WILL ASSIST IN THE LAYOUT OF SPOTS.

TURTLE BACK TO BE COLORED WITH COLOR HARDENER. 3 COLOR MIX. YELLOW AT EDGE. GREEN BROWN AT CENTER AS SHOWN IN PHOTO. DARK SPOTS AND LINES TO BE ADDED AFTER CURE AS PAINT APPLIED BLACK

4 Turtle Back Landing Additional Detail

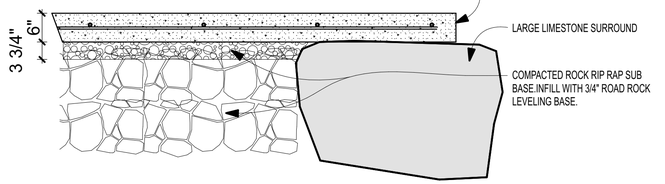
SCALE: 1/4" = 1'-0"

SLAB TO BE MULTI COLORED WITH COLOR HARDENER AT EDGES - SEE PLAN.

TURTLE SPOTS TO BE PAINTED ON AFTER CURE.

CONCRETE SLAB W/ COLOR HARDENER FINISH.

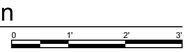
#4 FIBERGLASS REBAR @ 24" O.C.

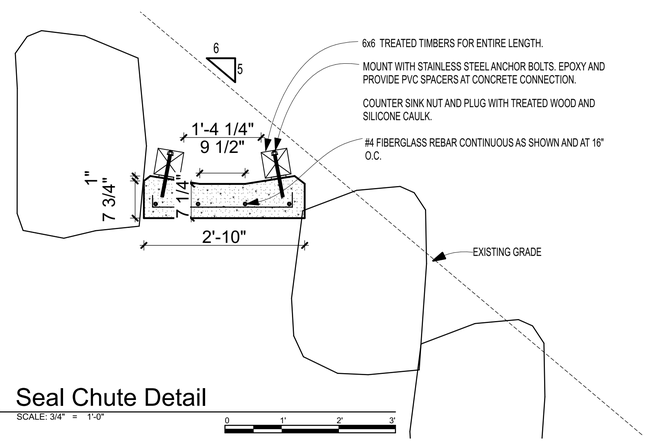


CONTRACTOR TO PROVIDE 4'x4' SAMPLE OF CONCRETE THAT SHOWS SUCCESFULL FORM SIDE COLOR HARDENER APPLICATION. THIS SAMPLE TO ALSO SHOW THE DELAYED APPLICATION OF CIRCLES @ (TURTLE BACK).

5 Turtle Back Section

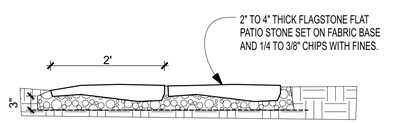
SCALE: 3/4" = 1'-0"





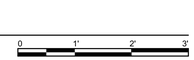
6 Seal Chute Detail

SCALE: 3/4" = 1'-0"



7 Flagstone Patio

SCALE: 3/4" = 1'-0"



THOMAS STEELE DIVISION
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PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

MISC. DETAILS

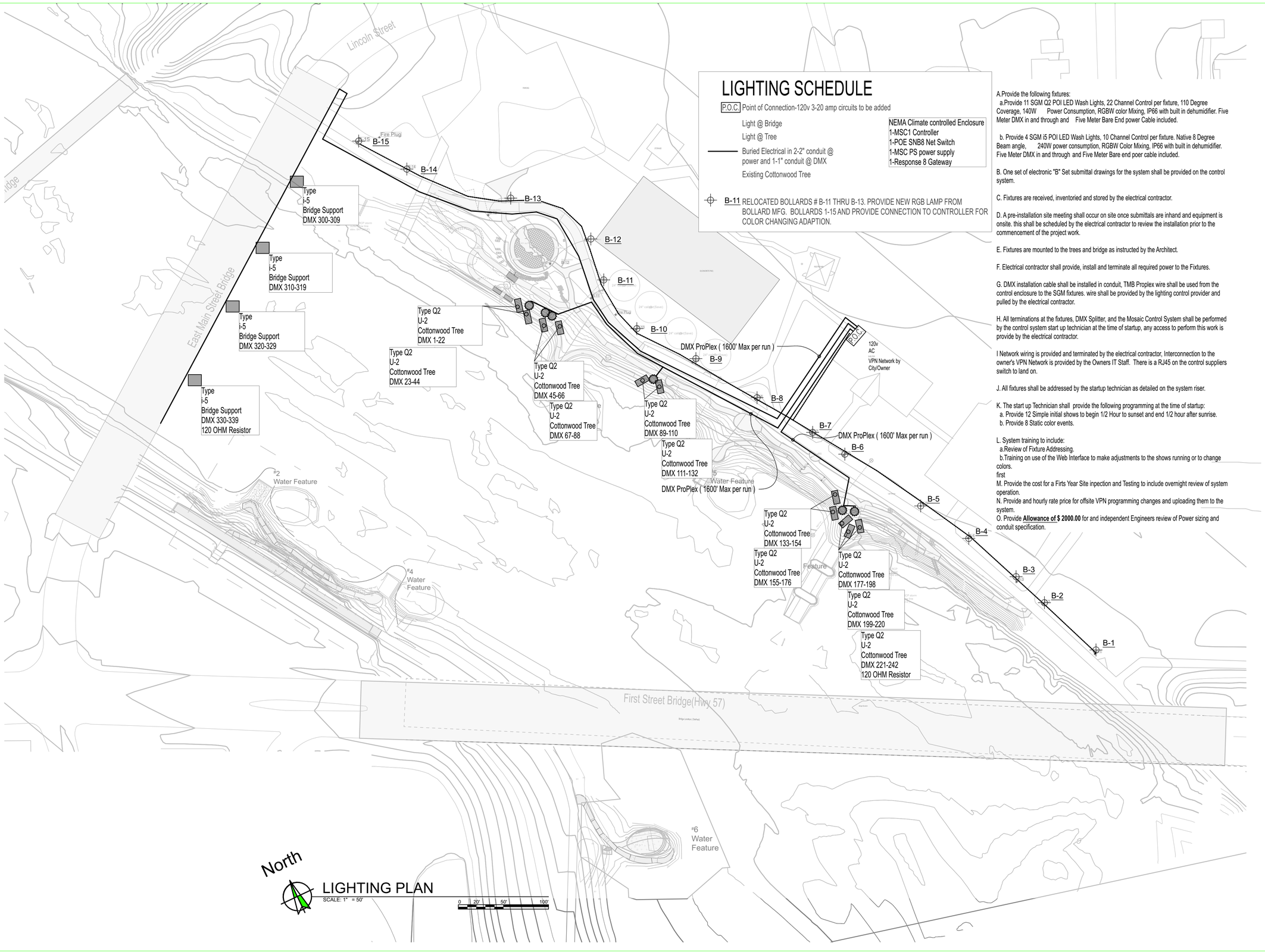
REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

L 8



LIGHTING SCHEDULE

P.O.C. Point of Connection-120v 3-20 amp circuits to be added

Light @ Bridge

Light @ Tree

Buried Electrical in 2-2" conduit @ power and 1-1" conduit @ DMX

Existing Cottonwood Tree

NEMA Climate controlled Enclosure
1-MSC1 Controller
1-POE SNB8 Net Switch
1-MSC PS power supply
1-Response 8 Gateway

B-11 RELOCATED BOLLARDS # B-11 THRU B-13. PROVIDE NEW RGB LAMP FROM BOLLARD MFG. BOLLARDS 1-15 AND PROVIDE CONNECTION TO CONTROLLER FOR COLOR CHANGING ADAPTION.

A.Provide the following fixtures:
a.Provide 11 SGM Q2 POI LED Wash Lights, 22 Channel Control per fixture, 110 Degree Coverage, 140W Power Consumption, RGBW color Mixing, IP66 with built in dehumidifier. Five Meter DMX in and through and Five Meter Bare End power Cable included.

b. Provide 4 SGM i5 POI LED Wash Lights, 10 Channel Control per fixture. Native 8 Degree Beam angle, 240W power consumption, RGBW Color Mixing, IP66 with built in dehumidifier. Five Meter DMX in and through and Five Meter Bare end poer cable included.

B. One set of electronic "B" Set submittal drawings for the system shall be provided on the control system.

C. Fixtures are received, inventoried and stored by the electrical contractor.

D. A pre-installation site meeting shall occur on site once submittals are inhand and equipment is onsite. this shall be scheduled by the electrical contractor to review the installation prior to the commencement of the project work.

E. Fixtures are mounted to the trees and bridge as instructed by the Architect.

F. Electrical contractor shall provide, install and terminate all required power to the Fixtures.

G. DMX installation cable shall be installed in conduit, TMB Proplex wire shall be used from the control enclosure to the SGM fixtures. wire shall be provided by the lighting control provider and pulled by the electrical contractor.

H. All terminations at the fixtures, DMX Splitter, and the Mosaic Control System shall be performed by the control system start up technician at the time of startup, any access to perform this work is provide by the electrical contractor.

I Network wiring is provided and terminated by the electrical contractor, Interconnection to the owner's VPN Network is provided by the Owners IT Staff. There is a RJ45 on the control suppliers switch to land on.

J. All fixtures shall be addressed by the startup technician as detailed on the system riser.

K. The start up Technician shall provide the following programming at the time of startup:
a. Provide 12 Simple initial shows to begin 1/2 Hour to sunset and end 1/2 hour after sunrise.
b. Provide 8 Static color events.

L. System training to include:
a.Review of Fixture Addressing.
b.Training on use of the Web Interface to make adjustments to the shows running or to change colors.
first
M. Provide the cost for a Firts Year Site inpection and Testing to include overnight review of system operation.
N. Provide and hourly rate price for offsite VPN programming changes and uploading them to the system.
O. Provide **Allowance of $ 2000.00** for and independent Engineers review of Power sizing and conduit specification.

LIGHTING PLAN

SCALE: 1" = 50'

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220 CLAY STREET
CEDAR FALLS, IA
50613

Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

LIGHTING/ELECTRICAL PLAN

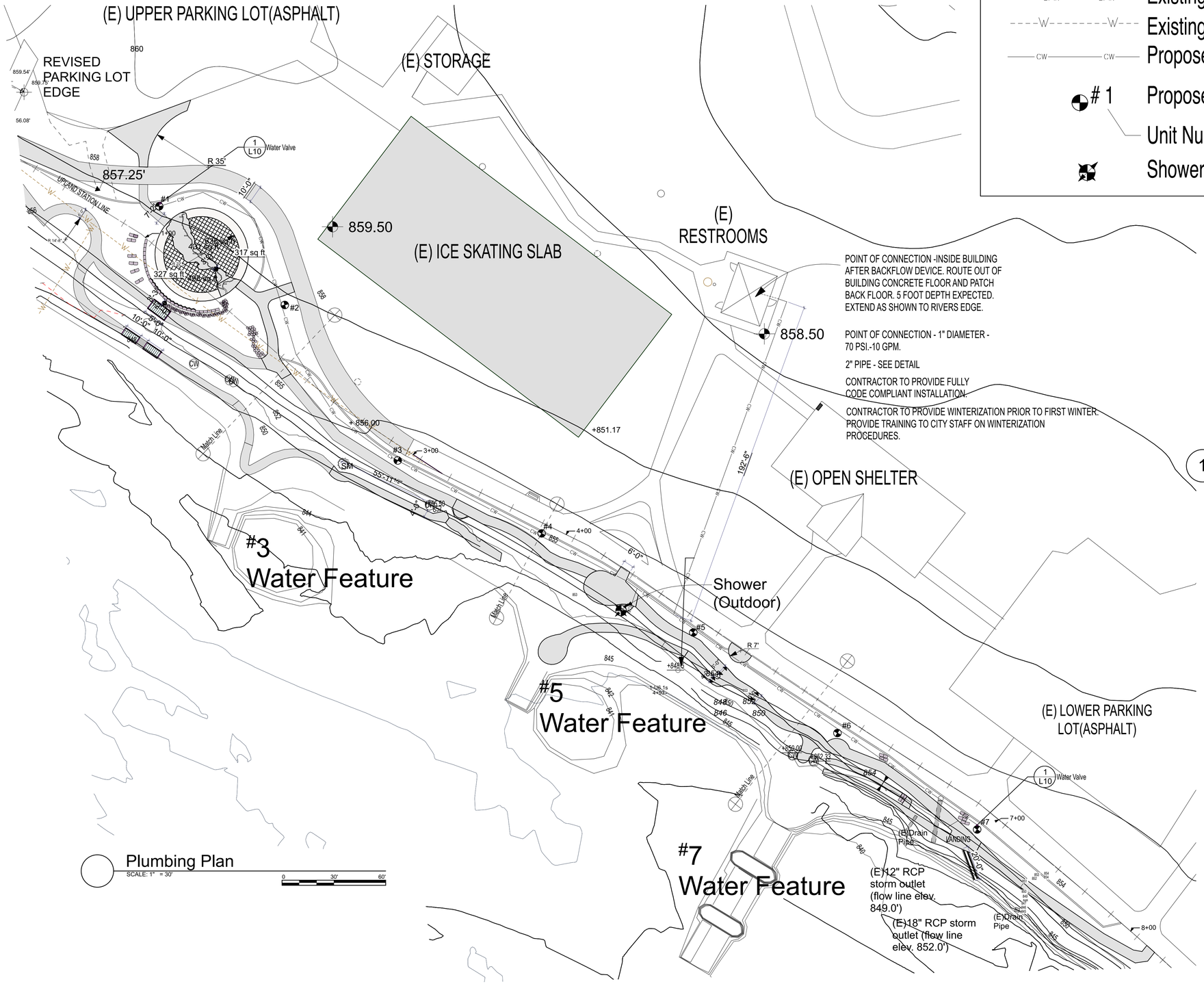
REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

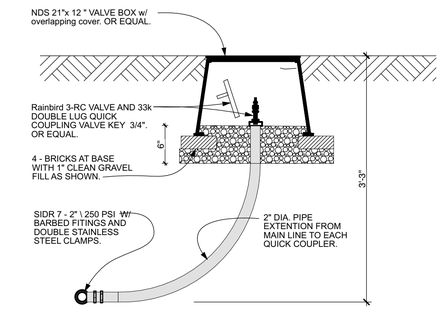
DRAWING NO.

L 9

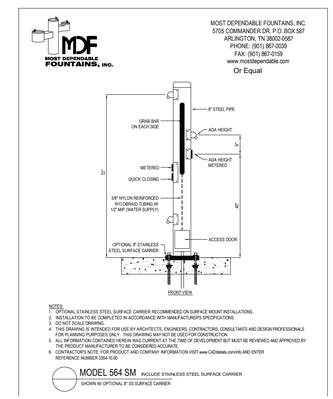


Plumbing Legend

- ----SAN-------SAN---- Existing Sanitary Sewer Line
- ----W--------W--- Existing Water Main Line
- ----CW----------CW---- Proposed Water Service Line
- # 1 Proposed Quick Coupler in Ground box
  - Unit Number (7 total + Shower)
- Shower Location see Detail



1 Quick Coupler Detail
SCALE: 1" = 1'-0"



Plumbing Plan
SCALE: 1" = 30'

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Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.
L 10

Existing Boat Ramp

(E) UPPER PARKING LOT(ASPHALT)

REVISED PARKING LOT EDGE

Sign #4, Sign #8

Sign #1

(E) STORAGE

Upper Terrace

(E) ICE SKATING SLAB

(E) RESTROOMS

L 2.0-Upper Terrace Layout
L 3.0-Upper Terrace Planting

City Water Supply River crossing

Sign #5

#3 Water Feature

L 2.1-River Left Layout
L 3.1-River Left Planting

(E) OPEN SHELTER

#5 Terrace

#5 Water Feature

L 2.2-River Left Layout
L 3.2-River Left Planting Plan

#7 Terrace

(E) LOWER PARKING LOT(ASPHALT)

Sign #2

#7 Water Feature

Sign #6

L 2.3-River Left Layout
L 3.3-River Left Planting

#2 Water Feature

#2&4 Access

Sign #8
Sign #9

#4 Water Feature

L 4-Layout/ Planting @ River Right

RIVER RIGHT

RIVER LEFT

Sign #3
Sign #8

Turtleback Landing

#6 Water Feature

L5-Turtleback Layout/ Planting Plan

Sign #8

#8 Water Feature

- SIGN MAKER TO WORK WITH OWNERS' ARCHITECT AND HISTORIAN TO CREATE TEXT AND GRAPHIC LAYOUTS.
- SIGN TO CONTAIN FULL GRAPHICS ON BOTH SIDES.

LASER CUT 3/4" ALUMINUM PLATE WELDED TO 2X2 ALUMINUM TUBE FRAME. ALL ETCH PRIMED AND PAINTED WITH ACRYLIC POLYURETHANE PAINT AND CLEAR COAT

3M DIGITAL PRINTED ART WORK WITH 3M LAMINATE.

1/4" ALUMINUM PLATE WITH DIGITAL PRINT.

3/4" STAINLESS STEEL ANCHORS

SPLIT FACE LIMESTONE BLOCK (18"x18"x36")

1" CHAMFERED EDGE ALL SIDES

GRADE

2-1"DIA. X 24" LONG STAINLESS STEEL RODS W/ EPOXY ANCHORING @ CONCRETE BASE.

20"x20"x38" 3,000 PSI CONCRETE BASE

#4 REBAR CAGE
3 HORIZONTAL AND 12 VERTICAL

2'-5"
1'-0"
4'-0"
2'-6"
1'-6"
3'-6"
3'-4"

1 Sign Detail
SCALE: 1/2" = 1'-0"

0 1' 2' 4'

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Cedar River Recreational Improvements Project
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SIGNAGE PLAN

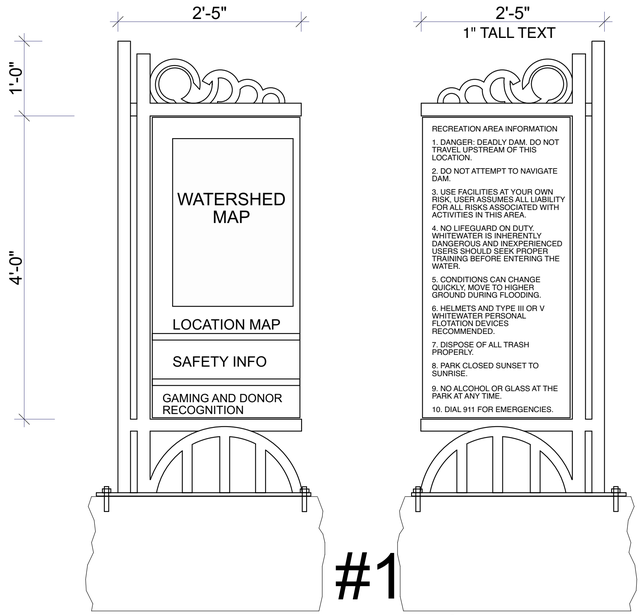
REVISIONS:

NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

L 11



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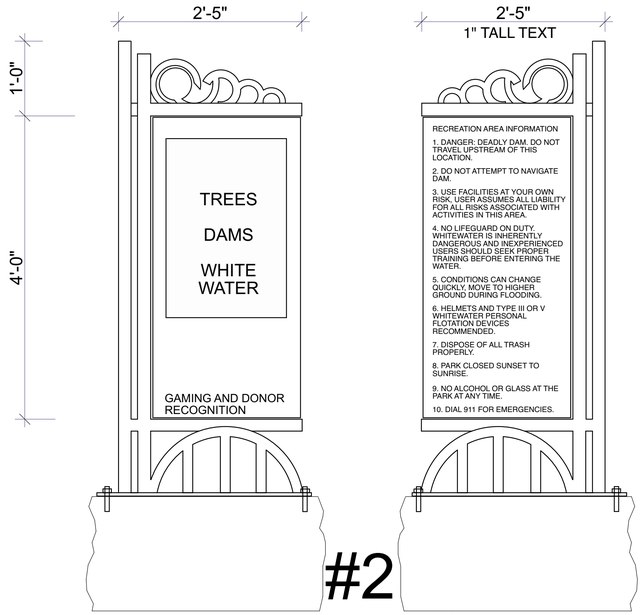

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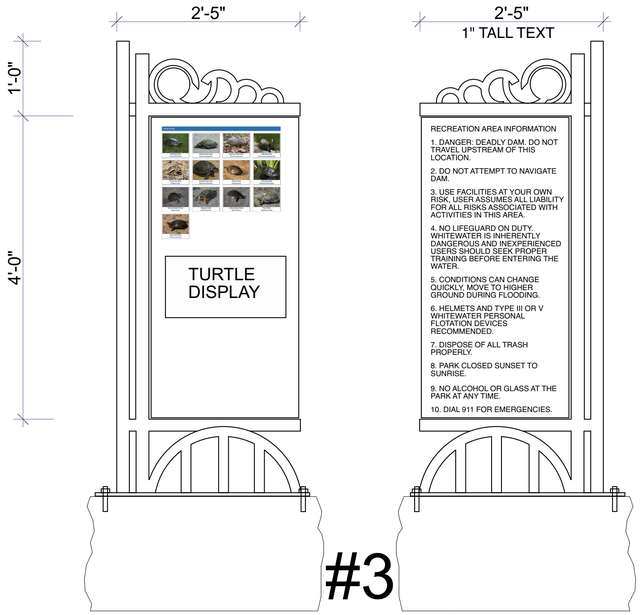
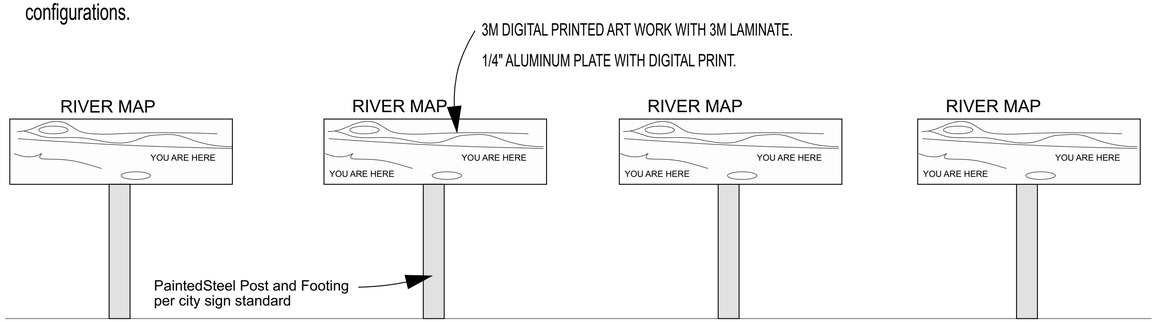


#3

TURTLE

Sign Contractor to work with Architect on sign content and provide mock up artworks for approval by City Representative.

Sign contractor to provide Typical city standard base for review and complete installation of sign footings and post configurations.

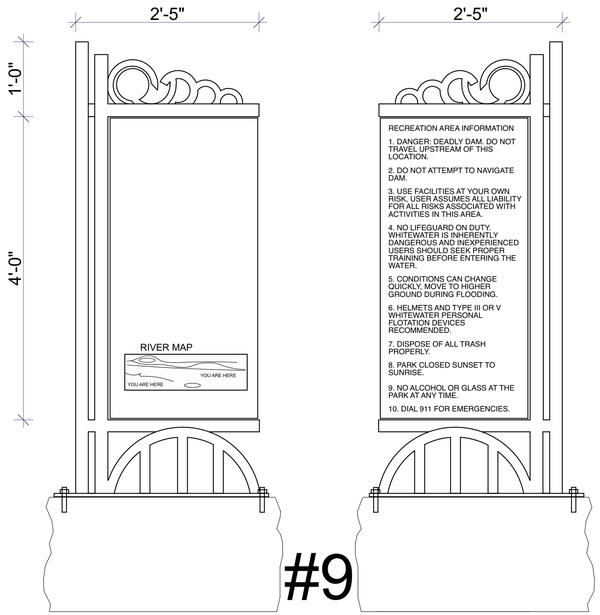


Manufactured per Iowa Water Trail Signage Manual

FDNR412R8X8EA

PORTAGE SIGN

#8



#9

GENERAL NOTE: ALL SIGN COLORS TO BE CONSISTENT WITH CITY OF CEDAR FALLS STANDARDS

1 Sign Elevations

SCALE: 1" = 1'-0"

0 6" 1' 2'

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Cedar River Recreational Improvements Project
Cedar River @ Cedar Falls, Iowa

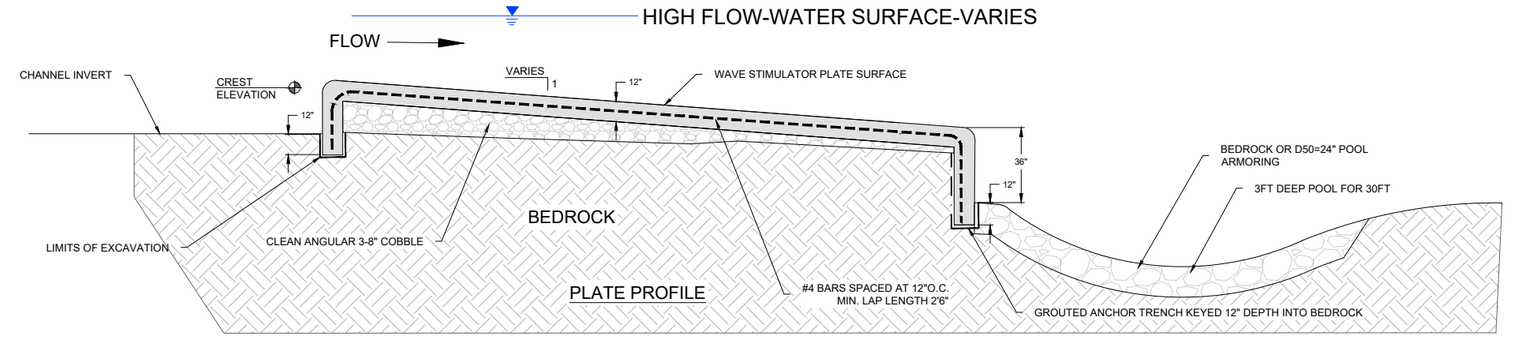
REVISIONS:

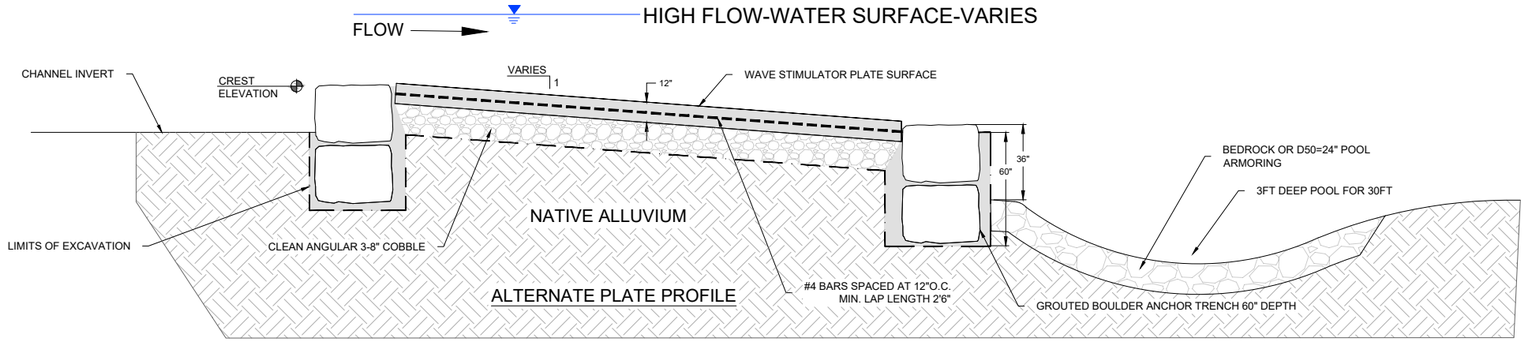
NO.	DATE

DESIGNED: LRK
DRAFTED:
CHECKED:
PLOT DATE: 8/23/2021

DRAWING NO.

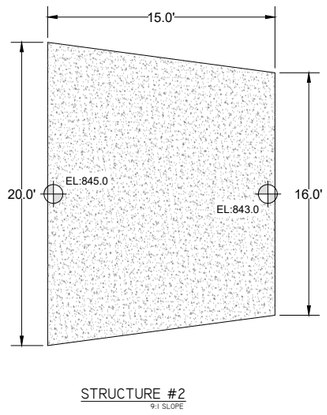
L 12

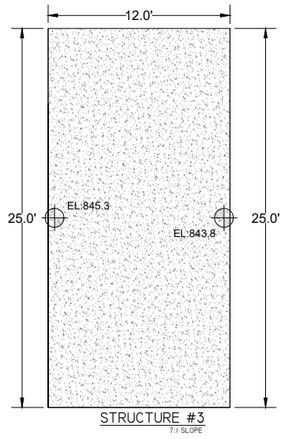


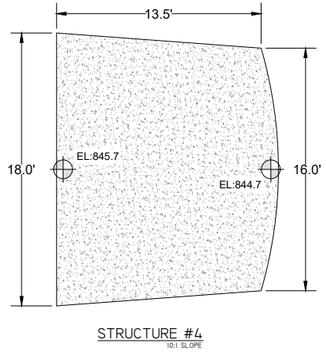


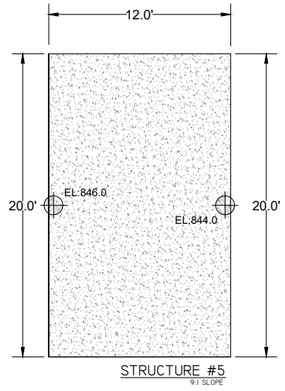
WAVE STIMULATOR PLATE PROFILE

SCALE: 1"=3'









WAVE STIMULATOR PLATE DIMENSIONS

SCALE: NTS

RIVERWISE ENGINEERING, LLC
PO BOX 706
DURANGO | CO | 81302
WWW.RIVERWISE.ORG

DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
PRESCRIBED PLATE DIMENSIONS

REVISIONS:

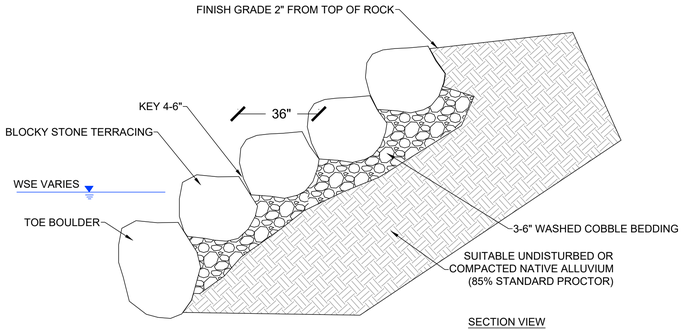
NO.	DATE
#	

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

D-1

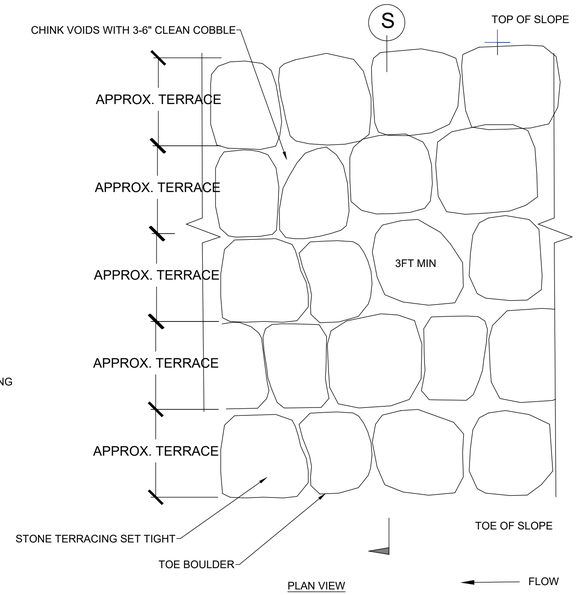
SHEET D-1 O



STONE TERRACING

TYPICAL STONE TERRACING DETAIL

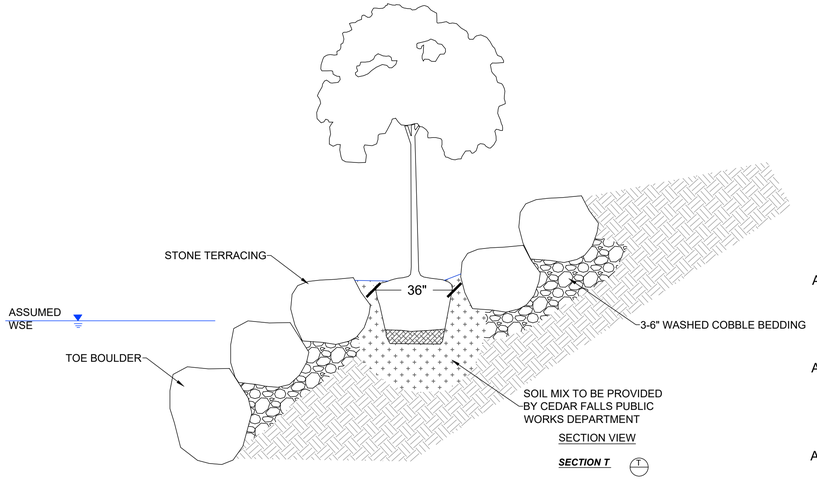
SCALE: NTS



PLAN VIEW

NOTES:

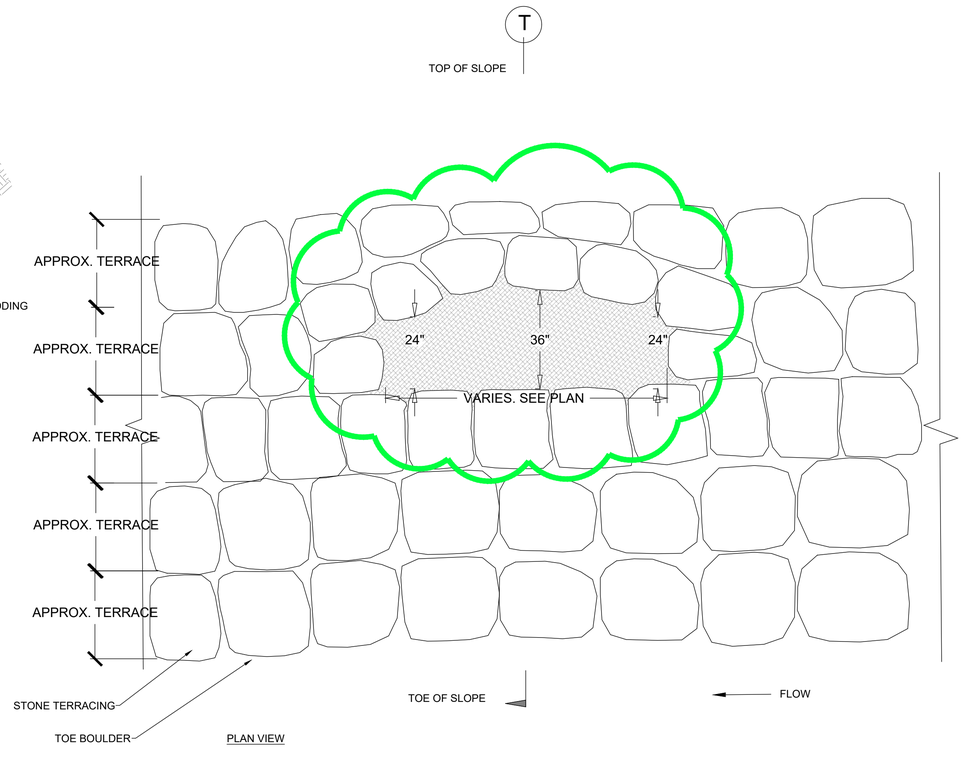
1. ALL PLACED STONES MUST BE KEYED 6 INCHES MINIMUM IN THE HORIZONTAL AND VERTICAL DIRECTIONS
2. PRESERVE AND PROTECT EXISTING TREES SCHEDULED FOR PROTECTION
3. WHERE TERRAIN ALLOWS PROVIDE RIPARIAN PLANTING POCKETS ABOVE AND BELOW LOW TRAIL.
4. TREES TO BE WATERED FOR ONE FULL YEAR
5. TREES TO INCLUDE A ONE YEAR WARRANTY FROM DAY OF PLANTING



TREE PLANTINGS

TYPICAL PLANTING POCKET IN STONE TERRACING DETAIL

SCALE: NTS



PLAN VIEW

Riverwise Engineering

RIVERWISE
ENGINEERING, LLC
PO BOX 706
DURANGO | CO | 81302
WWW.RIVERWISE.ORG

DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
STONE TERRACING DETAILS

REVISIONS:

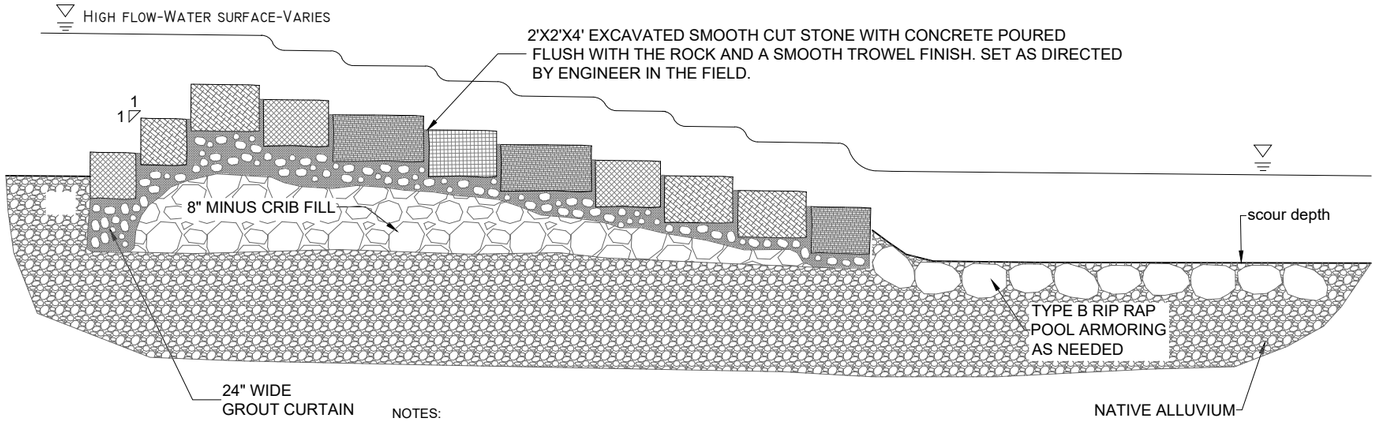
NO.	DATE
#	

DESIGNED: SS, MH, LK, RG
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

D-2

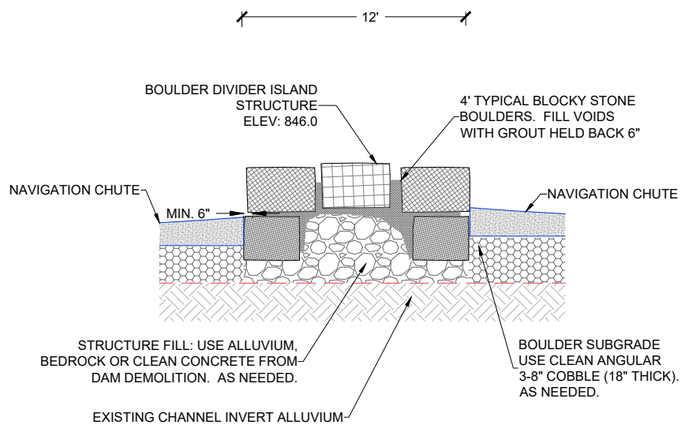
SHEET D-2 OF 63



NOTES:
1. FILL VOIDS ALONG UPSTREAM AND DOWNSTREAM TOE WITH GROUT AND ALL OTHER VOIDS FILLED WITH GROUT TOOLED FLUSH WITH STONE SURFACE.
2. ALL ROCK TO TO BE CLEAN AND SWEPT AFTER GROUTING
3. QUARRIED STONE TO BE PLACED IN A STEPPED PATTERN WITH EACH STONE KEYED INTO THE STONE BELOW 6-8".

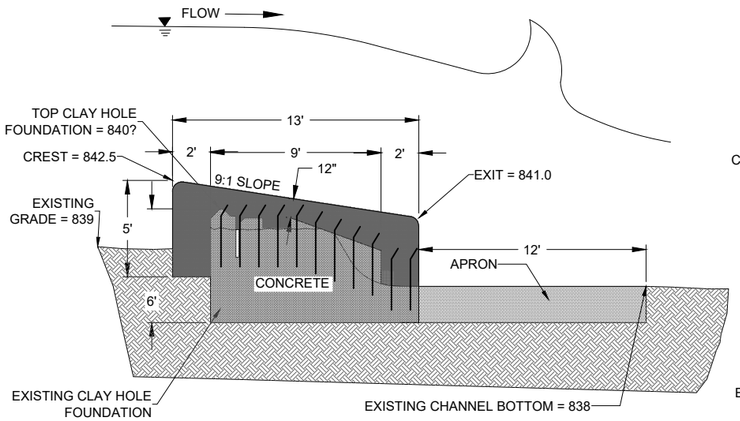
STRUCTURE #7 (CLAY HOLE) TYPICAL PROFILE ROCK IN WINGS

SCALE: NTS

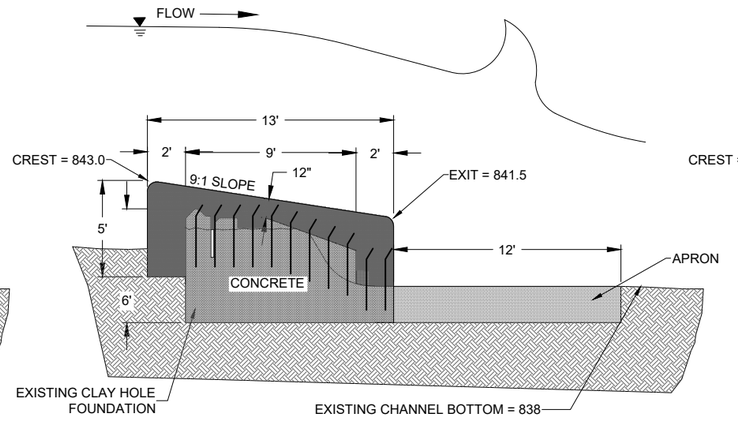


STRUCTURE #7 (CLAY HOLE) TYPICAL DIVIDER ISLAND

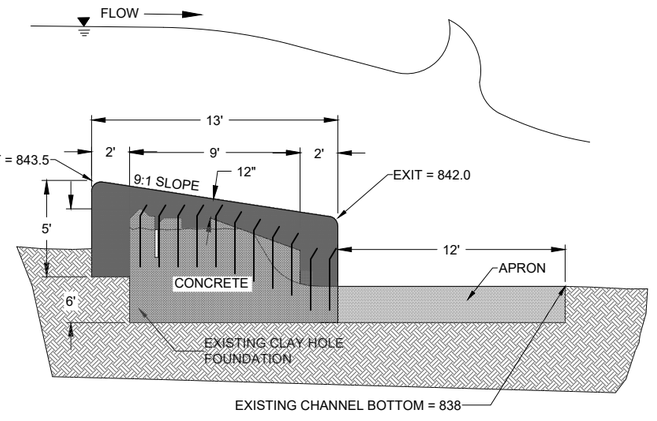
SCALE: NTS



CLAY HOLE STRUCTURE LOW CHUTE - PROFILE 71.938



CLAY HOLE STRUCTURE MEDIUM CHUTE - PROFILE 106.727



CLAY HOLE STRUCTURE HIGH CHUTE - PROFILE 143.341

STRUCTURE #7 (CLAY HOLE) CHUTE PROFILE DETAILS

SCALE: NTS

NOTES:
1. CONCRETE TO BE A MINIMUM 12" THICK
2. 20" LONG #4 REBAR 12" O.C. BENT AT 45° SET IN SUBGRADE AND PROTRUDING MIN. 6" INTO CONCRETE.
3. #4 REBAR HORIZONTAL 12" O.C. EACH WAY IN A GRID PATTERN. REBAR TO BE INSTALLED 8" FROM TOP OF CONCRETE. LAP LENGTHS TO BE A MINIMUM OF 24"
4. ALL NEW REBAR TO BE EPOXY COATED.
5. CONTRACTOR MAY SUBSTITUTE AN EQUIVALENT EPOXY COATED WELDED WIRE FABRIC.
6. CONTRACTOR TO REMOVE EXISTING REBAR PROTRUDING FROM CONCRETE OF THE EXISTING CLAY HOLE STRUCTURE AS DIRECTED

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220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER
PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE#7 (CLAY HOLE)

REVISIONS:

NO. #	DATE

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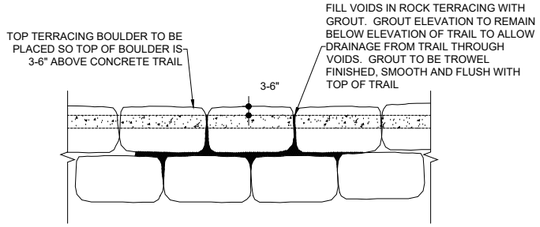
CHECKED: SS
DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

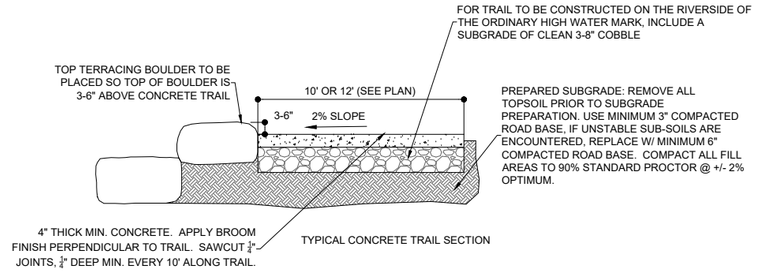
D-3

SHEET D-3 OF



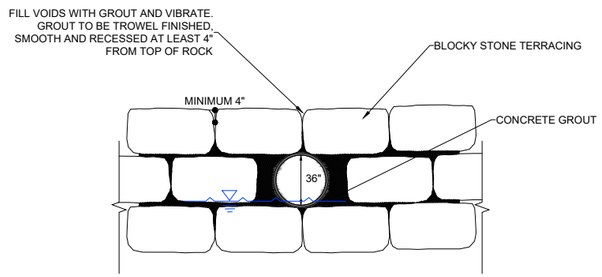
TYPICAL CONCRETE TRAIL PROFILE

TYPICAL LOW TRAIL BOULDER EDGE

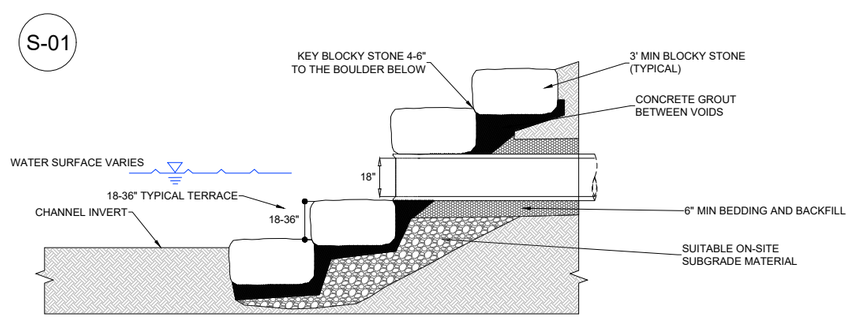


TYPICAL CONCRETE TRAIL SECTION

TYPICAL CONCRETE TRAIL DETAILS
N.T.S



RCP OUTLET TIE TO DEFLECTOR



STORMWATER OUTFALL TYPICAL DETAIL
N.T.S.

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CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
TYPICAL DETAILS

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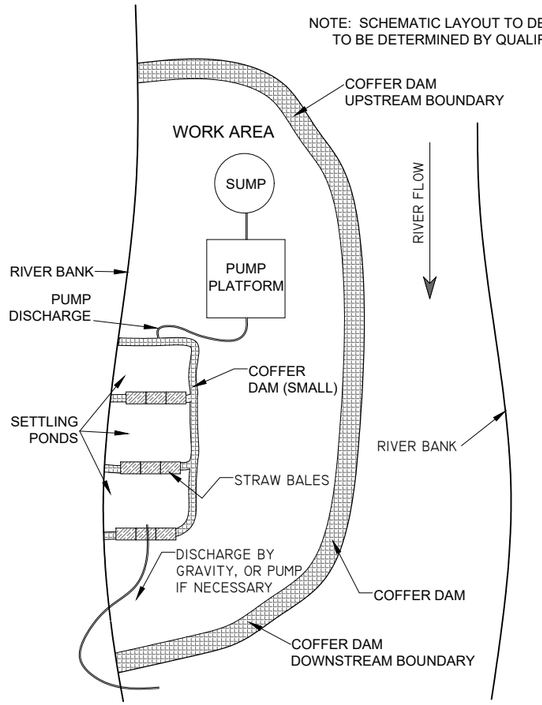
D-4

SHEET D-4 C

TYPICAL LAYOUT DEWATERING AREA

NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS.

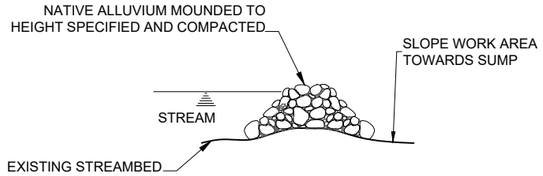


DEWATERING NOTES:

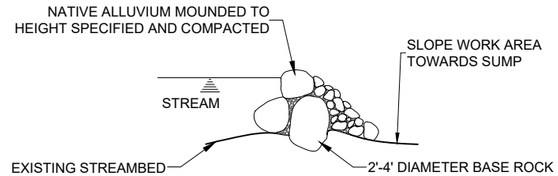
1. SUMPS CAN BE MADE FROM DIGGING A HOLE AND INSERTING A PERFORATED PIPE AND BACKFILLING WITH CLEAN DRAIN ROCK OR OTHER APPROVED METHOD.
2. SETTLING BASINS SHOULD BE BASED UPON SITE SPECIFICS (I.E. INFILTRATION AND SETTLING RATES, PARTICLE SIZE). DETENTION TIMES WILL BE BASED UPON THE SIZE OF THE SUSPENDED PARTICLES. IF THERE IS EXCESSIVE LEAKAGE THROUGH ANY COFFER DAM, BASE ROCK IS TO BE LINED WITH VISQUENE PRIOR TO BEING COVERED IN COBBLE. NUMBER OF SETTLING PONDS TO BE DETERMINED BY CLARITY OF DISCHARGE FLUID.
3. UPON COMPLETION VISQUENE AND SETTLED FINES SHALL BE REMOVED AND DISPOSED OF OFFSITE BY THE CONTRACTOR.
4. PUMP STATION SHALL BE ELEVATED. FUEL CONTAINMENT BMP'S SHALL BE ONSITE AT ALL TIMES.
5. PUMP REMAINING WATER IN CONSTRUCTION AREA AS NECESSARY, TO MANAGE GROUNDWATER AND LEAKAGE. ALL DISCHARGED WATER MUST BE ROUTED TO THE SETTLING BASINS.
6. CONTRACTOR IS RESPONSIBLE FOR OWN SECURITY DURING CONSTRUCTION. ANY VANDALISM WILL BE CORRECTED AT CONTRACTOR'S OWN EXPENSE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE OF ALL WATER DURING CONSTRUCTION INCLUDING MAINTENANCE OF ALL DITCHES, COFFERDAMS, LEVEES, DIVERSIONS AND PUMPS TO KEEP THE WORK AREA FREE FROM WATER.
8. DEWATERING PLAN DETAILS SHOWN HERE ARE ILLUSTRATIVE. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR IS TO COMPLETE AND SUBMIT A DEWATERING PLAN APPLICABLE TO THIS PROJECT.
9. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND DESIGN OF COFFERDAM. CONTRACTOR SHALL SUBMIT A PLAN FOR COFFERDAM INSTALLATION, RIVER DIVERSION AND EROSION CONTROL INCLUDING LOCATION, SIZE, HEIGHT, SEQUENCING AND TIMING OF EACH COMPONENT. COFFERDAMS OR FILLS FOR ACCESS SHALL BE PLACED AND REMOVED IN A MANNER THAT PREVENTS EROSION OR RELEASE OF SEDIMENT.
10. ALL COFFER DAM PLANS SHALL BE PROVIDED DIRECTLY TO RWE AND WILL BE REVIEWED BY THE ENGINEER, THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF CEDAR FALLS.
11. ALTERNATE COFFER DAM METHODS PRESENTED TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL METHOD TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS, IN ORDER TO ACHIEVE DRY WORK AREA.
12. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL DEWATERING AND COFFERDAMS DURING CONSTRUCTION. REPAIRS AND REPLACEMENTS DUE TO NATURAL CAUSES ARE AT THE SOLE EXPENSE OF THE CONTRACTOR.
13. SEE PLANS FOR ACCESS RAMPS, CONSTRUCTION STAGING AND PERMITTED CITY ROADWAYS.
14. COFFERDAM CREST ELEVATIONS SHOULD ALLOW PROTECTION DURING CONSTRUCTION UP TO 9,000CFS.
15. AFTER COMPLETION OF CONSTRUCTION, COFFERDAM MUST BE COMPLETELY REMOVED AND RIVER BANK AREAS STABILIZED AND RESTORED.
16. STAGING AREA TO BE CLEANED OF ANY DEBRIS, DE-COMPACTED AND FULLY SEEDED FOLLOWING THE COMPLETION OF THE PROJECT.

DEWATERING COFFER DAM

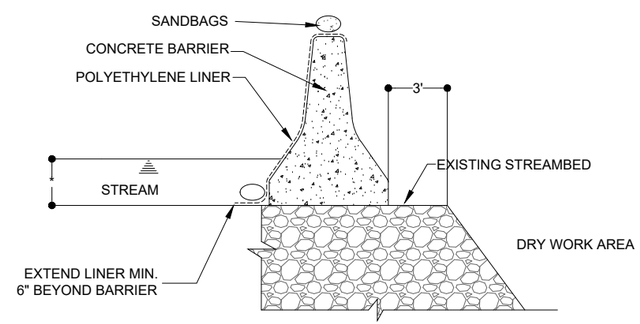
SCALE: NTS



TYPICAL COFFER DAM CROSS SECTION



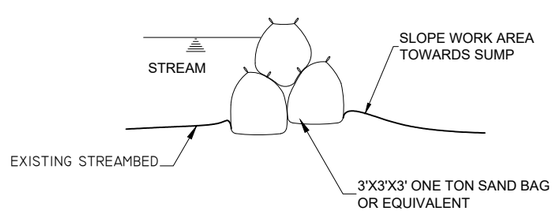
TYPICAL COFFER DAM CROSS SECTION



ALTERNATIVE COFFER DAM

DEWATERING COFFER DAM ALTERNATE

SCALE: NTS



ALTERNATIVE COFFER DAM

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RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY

PRELIMINARY - NOT FOR CONSTRUCTION

DEWATERING

REVISIONS:

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#	

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DRAFTED: RG
PLOT DATE: 8/30/2021

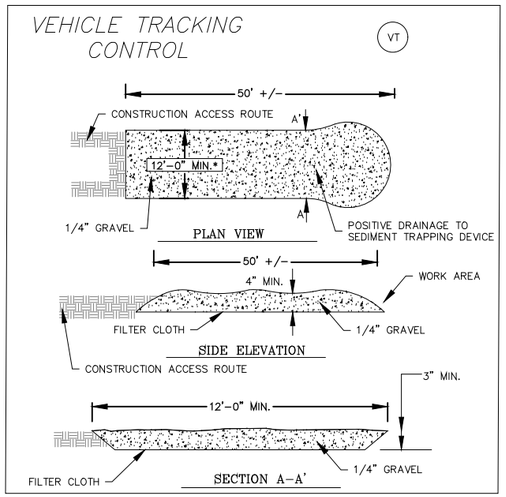
DRAWING NO.

D-5

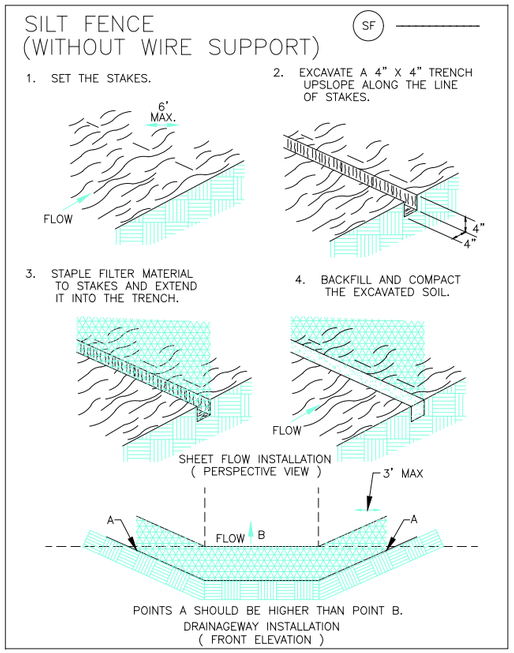
SHEET D-5 (

EROSION CONTROL DETAILS:

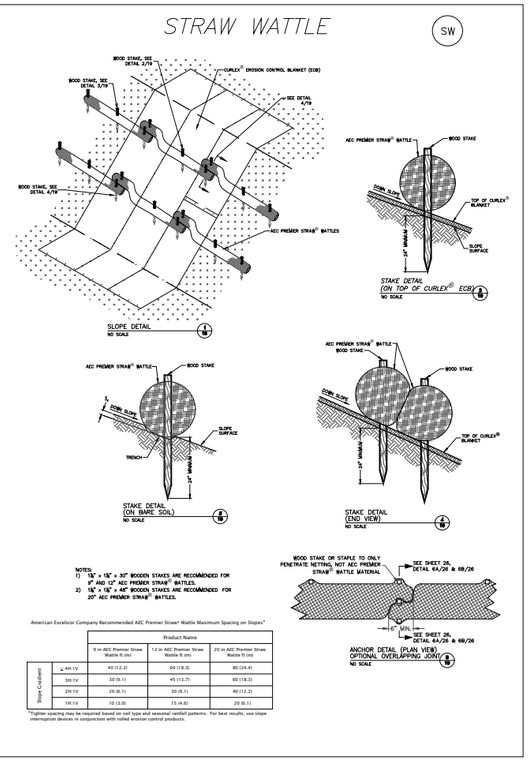
VEHICLE TRACKING CONTROL (VT)



SILT FENCE (WITHOUT WIRE SUPPORT) (SF)



STRAW WATTLE (SW)

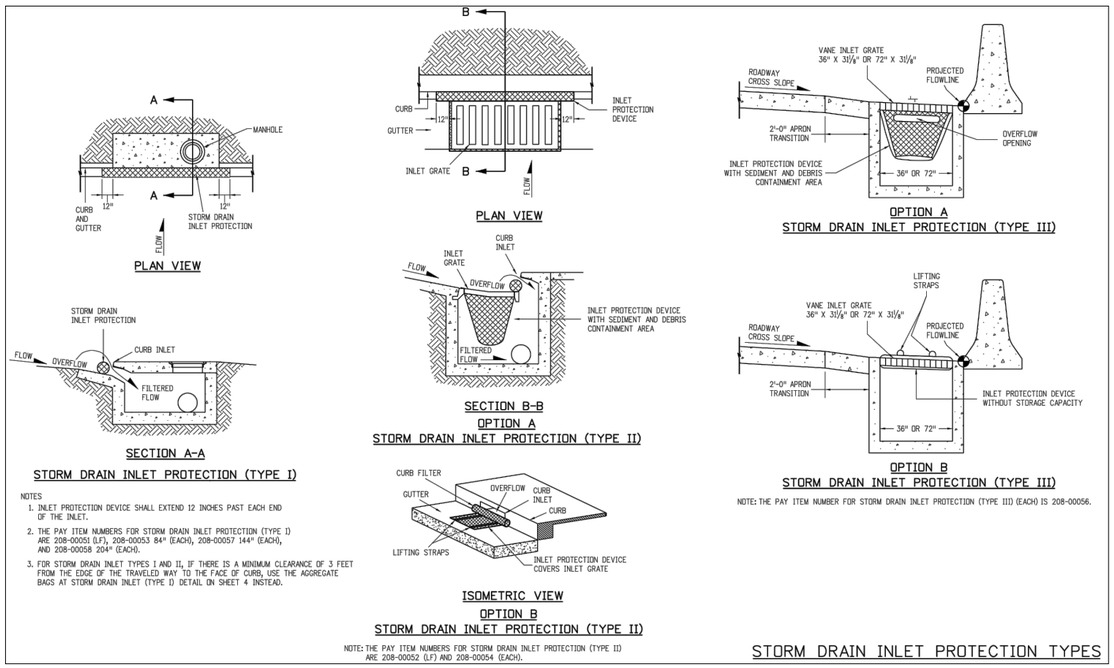


American Excelsior Company Recommended AEC Premier Straw® Wattle Maximum Spacing on Slopes*

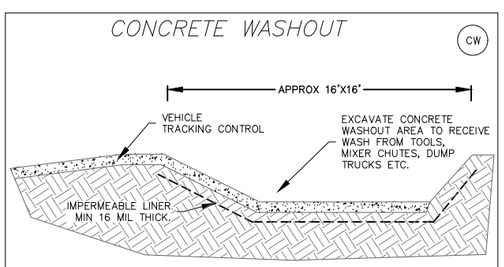
		Product Name		
		9 in AEC Premier Straw Wattle ft (m)	12 in AEC Premier Straw Wattle ft (m)	20 in AEC Premier Straw Wattle ft (m)
Slope/Gradient	≤ 4H:1V	40 (12.2)	60 (18.3)	80 (24.4)
	3H:1V	30 (9.1)	45 (13.7)	60 (18.3)
	2H:1V	20 (6.1)	30 (9.1)	40 (12.2)
	1H:1V	10 (3.0)	15 (4.6)	20 (6.1)

*Tighter spacing may be required based on soil type and seasonal rainfall patterns. For best results, use slope interruption devices in conjunction with rolled erosion control products.

STORM DRAIN INLET PROTECTION TYPES



CONCRETE WASHOUT (CW)



NOTE:
1. LOCATE WASHOUT PIT AWAY FROM ALL WATERBODIES AND DRAINAGE PATHS.
2. INCLUDE ADEQAUTE SIGNAGE IDENTIFYING THE LOCATION OF THE WASHOUT STATION.
3. REMOVE AND PROPERLY DISPOSE OF ALL WASHOUT WASTE WHEN FILLED TO 2/3 OF CAPACITY.
4. UPON TERMINATION OF WASHOUT STATION ALL SOLID WASTE INCLUDING CONTAMINATED SOILS TO BE REMOVED AND PROPERLY DISPOSED AND WASHOUT AREA REGRADED.

NOTE:

FOR FUEL STORAGE AREAS, PROVIDE CONTAINMENT FOR ENTIRE SPILL VOLUME OR CURBING AND ROUTING TO A CONTAINMENT BASIN CAPABLE OF RETAINING THE LARGEST TANK OR FUEL STORAGE DEVICE. THE SPILL CONTAINMENT AREA MUST HAVE AN IMPERMEABLE SURFACE TO PREVENT GROUNDWATER CONTAMINATION. THE CONTAINMENT SYSTEM MUST ENABLE CONSOLIDATION AND REMOVAL OF SPILLED MATERIAL THROUGH APPROPRIATE MEASURES

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RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
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EROSION CONTROL DETAILS

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D-6

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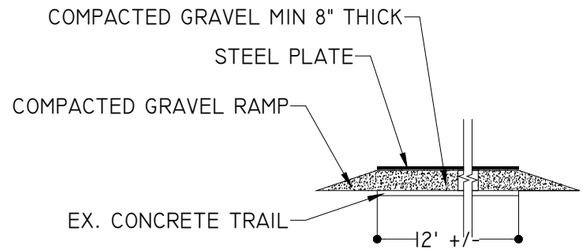
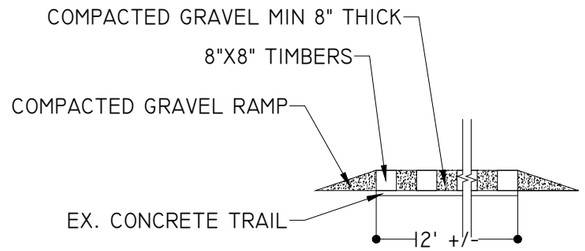
EROSION CONTROL DETAILS:

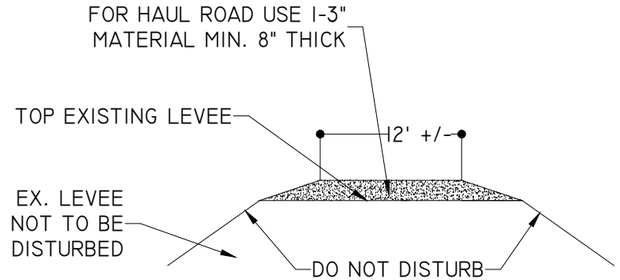


CONCRETE TRAIL
PROTECTION DETAIL
ALTERNATIVE
(N.T.S.)

RWE REPRESENTATIVE TO COMPLETE WALK THROUGH OF ALL EXISTING TRAILS TO NOTE AND RECORD PRE-PROJECT CONDITIONS. CONTRACTOR RESPONSIBLE FOR REMOVING ALL HAUL ROADS AND REPAIRING ANY TRAIL DAMAGE. WHERE HAUL ROADS WERE LOCATED IN NATURAL AREAS. THESE AREAS TO BE UNCOMPACTED AND RESEEDED AS REQUIRED. FINAL INSPECTION TO BE COMPLETED BY THE CITY OF CEDAR FALLS.



CONCRETE TRAIL
PROTECTION DETAIL
ALTERNATIVE
(N.T.S.)



HAUL ROAD AT LEVEE
PROTECTION DETAIL
(N.T.S.)

FOR REVEGETATION SPECIFICATIONS SEE:
US ARMY CORPS OF ENGINEERS® ENGINEERING AND DESIGN GUIDELINES FOR LANDSCAPE PLANTING AND VEGETATION MANAGEMENT AT LEVEES, FLOODWALLS, EMBANKMENT DAMS, AND APPURTENANT STRUCTURES

ETL 1110-2-583 30 APRIL 2014

CONTACT USACOE PRIOR TO CONSTRUCTION ANY HAUL ROADS ON THE LEVEES.

CONTRACTOR RESPONSIBLE FOR REMOVING ALL HAUL ROADS AT LEVEES AND FINAL INSPECTION FROM THE USACOE

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PLOT DATE: 8/30/2021

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D-7

SHEET D-7 C

PROPERTY BOUNDARY EXHIBIT MAP

LIST OF NEIGHBORING PROPERTY OWNERS

62733
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

67221
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

67220
BROOMSTICK LODGING LLC
2706 JAMES ST
CORALVILLE, IA 52241

62731
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

65855
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

51745
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

51629
STATE OF IOWA
800 LINCOLN WY
AMES, IA 50010

51560
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

67507
CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

64857
STATE STREET RESIDENCES II LC
300 STATE ST #110
CEDAR FALLS, IA 50613

51528
STATE OF IOWA
800 LINCOLN WY
AMES, IA 50010

13697
RIVER PLACE PROPERTIES LC
200 STATE ST 200-Z
CEDAR FALLS, IA 50613

51398
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DRAWING NO.

D-8

SHEET D-8 O

GENERAL NOTES

CEDAR FALLS DRAFT SPECIFICATIONS

GENERAL NOTES

ENGINEERS OVERSIGHT

1. THE ENGINEER WAIVES ANY AND ALL RESPONSIBILITY AND IS NOT LIABLE FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY OR FOR PROBLEMS WHICH ARISE FROM OTHERS OR OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS.
2. ALL ELEVATIONS, DIMENSIONS, ALIGNMENTS AND ORIENTATION OF ALL ELEMENTS SHOWN IN THE PLANS MUST BE APPROVED BY THE RWE ENGINEER OR RWE ENGINEER'S REPRESENTATIVE (ENGINEER).
3. WORK SHALL NOT COMMENCE UNTIL AFTER THE DATE OF THE ON-SITE PRE-CONSTRUCTION MEETING WHICH WILL BE ATTENDED BY REPRESENTATIVES OF THE PROJECT OWNER, ENGINEER, CONTRACTOR AND ANY SUB-CONTRACTORS. IN THE EVENT THAT WORK DOES NOT BEGIN IMMEDIATELY FOLLOWING THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL PROVIDE REPRESENTATIVES OF THE PROJECT OWNER, ENGINEER, ANY SUB-CONTRACTORS, AND RELEVANT AGENCIES NOTED IN THE PERMITS, TWO WEEKS NOTICE BEFORE CONSTRUCTION COMMENCES.
4. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF CEDAR FALLS ADOPTED STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST EDITION. ROAD AND PARKING LOT CONSTRUCTION SHALL ALSO CONFORM TO LOCAL LAND USE CODE. UTILITY CONSTRUCTION SHALL CONFORM TO THE AMERICAN PUBLIC WORKS ASSOCIATION, PUBLIC WORKS CONSTRUCTION MANUAL, LATEST EDITION. STANDARD SPECIFICATIONS OF MATERIALS FOR AGGREGATES AND SOIL AGGREGATE SUB-BASE, BASE AND SURFACE COURSES SHALL BE GOVERNED BY AASHTO DESIGNATION M147-65 (1993) OR LATEST REVISION. ALL CONSTRUCTION SHALL CONFORM TO CITY AND COUNTY STANDARDS AND SPECIFICATIONS AS APPLICABLE.
5. WHENEVER THE INCLUDED DRAWINGS ARE FOUND TO BE INCONSISTENT WITH ANY OTHER RESOLUTION, ORDINANCE, CODE, REGULATION, OR OTHER STANDARDS REFERENCED, THE ENACTMENT IMPOSING THE MORE RESTRICTIVE STANDARDS OR REQUIREMENTS SHALL CONTROL.
6. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION WITHOUT CONSTRUCTION PLAN APPROVAL BY ALL RELEVANT AGENCIES. A COPY OF THE APPROVED PLANS SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES DURING WORKING HOURS.
7. THE ENGINEER IS TO BE NOTIFIED PRIOR TO ANY PLAN CHANGES OR ON-SITE DESIGN MODIFICATIONS. ALL PLAN CHANGES MUST BE APPROVED BY THE ENGINEER.
8. ALL EXISTING TOPOGRAPHIC SURVEY DATA SHOWN ON THESE PLANS HAS BEEN OBTAINED AND CERTIFIED BY OTHERS. THE ENGINEER HAS UNDERTAKEN NO FIELD VERIFICATION OF THIS TOPOGRAPHIC INFORMATION, AND MAKES NO REPRESENTATION PERTAINING THERETO AND THEREFORE ASSUMES NO RESPONSIBILITY OR LIABILITY.
9. THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE CONSTRUCTION LIMITS OF THE PROJECT AND IN NO WAY SHALL ENCROACHMENT OCCUR ONTO ADJACENT PROPERTIES UNLESS LEGAL EASEMENTS ARE OBTAINED. ALL FILL AND CUT SLOPES SHALL BE SETBACK FROM THE PROPERTY LINE IN ACCORDANCE WITH CHAPTER 70 OF THE UNIFORM BUILDING CODE. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY AGREEMENTS NECESSARY OR DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.

SURVEY

1. ALL SURVEYING AND LAYOUT FOR CONSTRUCTION TO BE PROVIDED BY THE CONTRACTOR.
2. A QUALIFIED SURVEYOR SHALL VERIFY PROPOSED GRADES AND INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, SETBACKS AND TOPOGRAPHY PRIOR TO CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR COMPLETING AN AS-BUILT SURVEY, IF REQUESTED, FOLLOWING COMPLETION OF THE FINAL GRADES
4. WETLANDS DELINEATED IN THIS PLAN SET MUST BE STAKED PRIOR TO CONSTRUCTION. ONCE DELINEATED THE APPROPRIATE BMP'S SHALL BE INSTALLED AROUND THE PERIMETER FOR STABILIZATION.

UTILITIES

1. A MINIMUM OF 12 INCHES OF SEPARATION MUST BE MAINTAINED BETWEEN UTILITY LINES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES AND SHOULD NOT RELY SOLELY ON THESE CONSTRUCTION PLANS FOR UTILITY LOCATIONS. CONTRACTOR MUST COMPLETE ALL UTILITY LOCATES PRIOR TO CONSTRUCTION. LOCATES CAN BE COORDINATED WITH THE UTILITY NOTIFICATION CENTER OF IOWA (UNCC) 800-292-8989. DAMAGE TO ANY EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL ENVIRONMENTAL

1. WORK SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL AGENCIES' LAWS, RULES, REGULATIONS, AND PERMITS. ALL WORK SHALL BE SUBJECT TO INSPECTIONS AND SITE INVESTIGATION BY REGULATORY AGENCIES. FAILURE TO COMPLY WITH THESE REGULATIONS IS SUBJECT TO LEGAL ENFORCEMENT ACTION.
2. COPIES OF PERMITS OBTAINED BY THE OWNER WILL BE PROVIDED TO THE CONTRACTOR. CONTRACTOR SHALL MAINTAIN COPIES OF ALL PERMITS ON THE SITE AT ALL TIMES. A LIST OF ALL APPLICABLE PERMITS ARE INCLUDED ON SHEET C-02.
3. A PRE-CONSTRUCTION MEETING WITH EQUIPMENT OPERATORS SHALL BE HELD TO DISCUSS THE PROJECT REQUIREMENTS AS THEY RELATE TO ENVIRONMENTAL PERMIT COMPLIANCE.
4. ON-SITE CONSTRUCTION REVIEWS SHALL BE CONDUCTED TO IDENTIFY MAINTENANCE NEEDS AND CHRONIC PROBLEMS THAT MAY BE OCCURRING. APPROPRIATE REMEDIAL ACTIONS SHALL BE IMPLEMENTED IN A TIMELY MANNER.
5. IF PREVIOUSLY UNKNOWN ARCHEOLOGICAL MATERIALS ARE DISCOVERED DURING CONSTRUCTION ACTIVITIES, WORK SHALL STOP IMMEDIATELY AND THE ENGINEER AND OWNER SHALL BE CONTACTED. THE STATE HISTORIC PRESERVATION OFFICE WILL THEN BE CONTACTED BY THE ENGINEER OR OWNER FOR CONSULTATION.

GENERAL CIVIL

1. ALL DRAINAGE PIPE FOR ROADWAY PURPOSES SHALL BE EITHER HIGH DENSITY POLYETHYLENE (HDPE) OR REINFORCED CONCRETE PIPE (RCP) WITH A MINIMUM DIAMETER OF 18-INCHES AND A MINIMUM COVER OF 12-INCHES. THE PIPE SHALL BE ABLE TO WITHSTAND AASHTO HS-20 LOADING WITH TIRE CONTACT AREA DEFINED IN AASHTO 3.30.

SEDIMENT AND POLLUTION CONTROL

1. ALL APPROPRIATE SEDIMENT AND POLLUTION CONTROL MEASURES, AND BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE IN PLACE TO MINIMIZE SEDIMENTATION AND RIVERBED IMPACTS PRIOR TO INITIATING IN-RIVER / RIVERBANK WORK. SEDIMENT AND EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT GUIDELINES (OR SIMILAR) AND ANY STORM WATER POLLUTION PREVENTION PLAN PROVIDED BY THE ENGINEER.
2. CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR THE DESIGN, IMPLEMENTATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROLS IN CONFORMANCE WITH CONSTRUCTION STANDARDS AND THE REQUIREMENTS OF THE REGULATORY AGENCIES THROUGHOUT THE CONSTRUCTION PERIOD. THE ENGINEER WILL NOT BE ON-SITE TO APPROVE, REVIEW, OR MAINTAIN THE CONTROLS. STORMWATER MEASURES MAY BE REQUIRED TO BE INSTALLED AT ANY TIME DURING CONSTRUCTION AT THE DIRECTION OF THE ENGINEER OR OWNER.
3. IN ADDITION TO CONSTRUCTION BMP'S, TEMPORARY SEDIMENT AND EROSION CONTROLS (E.G., TEMPORARY SEEDING, MULCHING, SILT FENCE, STRAW WADDLE) SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN 2-DAYS IF DISTURBED AREAS ARE TO REMAIN DORMANT FOR MORE THAN 21-DAYS. PERMANENT SOIL STABILIZATION (E.G., PERMANENT SEEDING, EROSION CONTROL FABRIC) SHALL BE IMPLEMENTED ON DISTURBED AREAS WITHIN 2-DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE PROJECT AREA.
4. SPOIL PILES SHALL BE COVERED OR OTHERWISE MANAGED TO REDUCE SEDIMENTATION. ALL MATERIAL WHICH IS TO BE PLACED AT UPLAND SITE SHALL BE DISPOSED OF IN SUCH A WAY THAT SEDIMENT RUNOFF IS CONTROLLED AND MINIMIZED.
5. CONTRACTOR SHALL NOT STORE EQUIPMENT BELOW THE ORDINARY HIGH-WATER LINE, AND TAKES FULL RESPONSIBILITY FOR ANY MATERIALS VANDALIZED, DAMAGED, BROKEN, OR LOST AS A RESULT OF RIVER EVENTS.
6. ALL FUELING OPERATIONS, LUBRICATING, HYDRAULIC TOPPING OFF, FUEL TANK PURGING, AND EQUIPMENT MAINTENANCE/REPAIRS SHALL BE PERFORMED AT AN UPLAND SITE OUTSIDE OF THE BANKS OF ANY SITE WATERWAYS AT A LOCATION TO BE DETERMINED BY THE ENGINEER OR OWNER. THESE ACTIVITIES SHALL TAKE PLACE ON AN APPROVED PAD WITH SPILL CONTROL/ COLLECTION DEVICES IN PLACE.
7. ALL CONSTRUCTION EQUIPMENT SHALL BE INSPECTED DAILY FOR HYDRAULIC AND FUEL LEAKS. LEAKS SHALL BE REPAIRED PRIOR TO OPERATION WITHIN THE 100-YEAR FLOODPLAIN. WHEN NOT IN USE, FUEL AND HYDRAULIC FLUIDS SHALL BE STORED AT AN UPLAND SITE OUTSIDE OF THE 100-YEAR FLOODPLAIN. EMERGENCY SPILL RESPONSE DEVICES SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION IN WATERWAYS AND FLOODPLAINS AND SHALL BE READY TO DEPLOY IN THE EVENT OF A SPILL.
8. NO CHEMICALS, FUELS, LUBRICANTS, BRUSH, ETC. SHALL BE DISCHARGED OR DISPOSED OF INTO OR ALONGSIDE ANY STREAM, WATERCOURSE, OR FLOODPLAIN UNDER ANY CIRCUMSTANCES.
9. LITTER AND CONSTRUCTION DEBRIS SHALL BE CONTAINED DAILY. ALL CONSTRUCTION DEBRIS AND LITTER SHALL BE COMPLETELY REMOVED OFFSITE AND DISPOSED OF PROPERLY UPON PROJECT COMPLETION.
10. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AS NECESSARY TO PROVIDE ACCESS TO CONSTRUCTION AREAS FROM ALL EXISTING ROADWAYS AND PATHS TO MINIMIZE GROUND DISTURBANCE AND SEDIMENT TRACKING FROM VEHICLE TIRES. ADJACENT ROADWAYS AND PATHS SHALL BE VISUALLY INSPECTED DAILY TO ENSURE THAT SEDIMENT IS NOT BEING CARRIED OFF-SITE. IF SEDIMENT IS BEING CARRIED OFF-SITE, THE ADJACENT ROADWAYS AND PATHS SHALL BE SWEPT CLEAN DAILY.
11. BMP'S PLUS TEMPORARY SEDIMENT AND EROSION CONTROLS SHALL BE MAINTAINED TO BE FUNCTIONAL UNTIL THE SITE HAS REACHED FINAL STABILIZATION. THE PROJECT AREA SHALL BE CONSIDERED TO HAVE REACHED FINAL STABILIZATION WHEN:

A. A PERENNIAL, VEGETATIVE COVER HAS GROWN TO A 80-PERCENT DENSITY THROUGHOUT THE ENTIRE DISTURBED AREA.
B. ALL TEMPORARY SEDIMENT AND EROSION CONTROLS HAVE BEEN REMOVED AND DISPOSED OF PROPERLY.
C. ALL TRAPPED SEDIMENT HAS BEEN REMOVED AND PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
D. ALL CONSTRUCTION ACTIVITIES HAVE CEASED.
E. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL BMP'S PLUS TEMPORARY SEDIMENT AND EROSION CONTROLS

BEST MANAGEMENT PRACTICES (BMP'S)

1. BMP'S SUCH AS DRAINAGE CHANNELS, PERIMETER FENCING, DETENTION BASINS, AND VEHICLE TRACKING CONTROLS MUST BE INSTALLED PRIOR TO CONSTRUCTION ACTIVITIES. EFFECTIVE EROSION CONTROL REQUIRES ADAPTATION AND CHANGES DURING CONSTRUCTION THAT CANNOT BE DESIGNED OR ANTICIPATED PRIOR TO CONSTRUCTION. A QUALIFIED SUPERVISOR SHOULD CHECK ALL BMP'S REGULARLY AND NOTIFY THE ENGINEER IF THERE ARE QUESTIONS OR CONCERNS. THE ENGINEER ACCEPTS NO LIABILITY FOR THE PLACEMENT, EFFECTIVENESS, MAINTENANCE, OR CHOICE OF BMP ON THE SITE IF THE ENGINEER AND/OR ENGINEER'S REPRESENTATIVE ARE NOT PRESENT.
2. THE CONTRACTOR SHALL IMPLEMENT THE NECESSARY SITE EROSION CONTROL MEASURES FOR INHIBITING DUST, WIND, AND AIR SEDIMENT MOVEMENT OFFSITE DURING ALL PHASES OR STAGES OF CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE AN AREA TO STORE CONSTRUCTION DEBRIS WHERE IT WILL NOT BE A NUISANCE TO THE SURROUNDING NEIGHBORHOOD. ALL DEBRIS SHALL BE CONTAINED IN SUCH A MANNER THAT WILL PREVENT SCATTERING. ALL DEBRIS, INCLUDING TREES AND UNDERGROWTH SHALL BE DISPOSED OF PROPERLY. ALL DEBRIS SHALL BE REMOVED FROM THE SITE PRIOR TO FINAL SITE INSPECTION.
4. CONTRACTOR SHALL LIMIT THE AREAS OF DISTURBANCE AND COMPLETE CONSTRUCTION WITH PHASES IN MIND.
5. CONTRACTOR SHALL LIMIT DIRECTLY CONNECTED IMPERVIOUS AREAS (DCIA).
6. BUFFER STRIPS SHOULD BE USED DURING CONSTRUCTION TO LIMIT THE DCIA'S. WHEN POSSIBLE, TRANSITIONING CHANGES IN SLOPE, TERRACING LONGER SLOPES, SURFACE ROUGHENING, AND CONTOUR FURROWS SHOULD BE USED TO MINIMIZE CONSOLIDATED FLOW.
7. ANY STAGED GRADING MUST BE DONE TO DIRECT STORMWATER TOWARDS THE APPROPRIATE BMP'S.
8. DURING CONSTRUCTION, STRAW WADDLES, COMPACTED SOIL BERMS, AGGREGATE BAGS, OR SIMILAR MUST BE USED ON ALL DISTURBED SLOPES OF 3:1 AND GREATER THAN 20 FEET IN LENGTH.
9. SILT FENCING LOCATED ON THE PERIMETER OF DISTURBED AREAS SHOULD BE CHECKED ON A DAILY BASIS OR FOLLOWING SIGNIFICANT STORM EVENTS TO ENSURE IT IS WORKING PROPERLY.
10. INLET PROTECTION MUST BE INCLUDED AT ALL STORM, SEWER, AND CULVERT LINKS. APPROPRIATE BMP'S INCLUDE ROCK SOCKS, SEDIMENT CONTROL LOGS, OR SIMILAR.
11. SEDIMENT ENTRAINMENT FACILITIES SHOULD BE DESIGNED TO STORE THE APPROPRIATE VOLUME OF STORM WATER DISCHARGE BUT CONTAIN MINIMAL ADDITIONAL CAPACITY. THEY MUST BE MAINTAINED TO THE CALCULATED VOLUME AND DREDGED AS NECESSARY.

MATERIAL HANDLING

1. A LIST OF ALL POTENTIALLY TOXIC OR HAZARDOUS CHEMICALS THAT WILL BE USED OR STORED ON-SITE SHALL BE MAINTAINED WITH THE EROSION CONTROL SUPERVISOR. WARNING LABELS MUST BE ATTACHED. MATERIAL SAFETY DATA SHEETS (MSDS) AND OTHER SAFETY INFORMATION FOR A POTENTIALLY TOXIC OR HAZARDOUS SUBSTANCE MUST BE ON THE SITE WHILE THE SUBSTANCE IS USED OR STORED.
2. THE FOLLOWING MATERIALS MANAGEMENT PRACTICES MUST BE FOLLOWED:

A. THE QUANTITY OF FUEL AND LUBRICANT AT THE CONSTRUCTION SITE MUST BE MINIMIZED.
B. STRICT STORAGE PRACTICES (I.E. OFF-SITE STORAGE) ARE PREFERABLE. FUEL, HYDRAULIC OIL, AND FORM OIL MUST BE STORED OFFSITE.
C. MATERIALS STORED AT THE CONSTRUCTION SITE MUST BE PROPERLY PROTECTED FROM THE ELEMENTS.
D. MATERIALS MUST BE HANDLED IN ACCORDANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS AND MANUFACTURERS' INSTRUCTIONS.
E. CHEMICALS REGULATED UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) WILL BE DOCUMENTED.

SPILL REMEDIATION PRACTICES

1. ALL CONSTRUCTION SITE PERSONNEL MUST FOLLOW SPILL PREVENTION AND CONTROL PRACTICES AS FOLLOWS:

A. THE SENIOR SAFETY MANAGER, DESIGNATED COORDINATORS, AND THE WATER QUALITY OFFICER WILL BE CONTACTED IMMEDIATELY FOLLOWING ANY SPILL. THE SENIOR SAFETY MANAGER (OR DESIGNEE) MUST IN TURN REPORT THE SPILL TO THE APPROPRIATE FEDERAL, STATE, OR LOCAL AGENCIES IN ACCORDANCE WITH APPLICABLE REGULATIONS.
B. PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE EQUIPMENT.
C. THERE MUST BE A DESIGNATED INDIVIDUAL ON THE SITE TRAINED IN THE APPROPRIATE CLEANUP PROCEDURES FOR VARIOUS TYPES OF CHEMICALS AND THE LOCATION OF INFORMATION AND CLEANUP SUPPLIES.
D. THE MSDS OF ANY MATERIAL SHOULD BE CONSULTED ON THE EVENT OF A SPILL. THE MSDS FOR ALL CHEMICALS USED ON THE SITE WILL BE KEPT ON THE SITE, AND WORKERS WILL BE REQUIRED TO REVIEW MSDS'S.
E. SPILL KITS MUST BE LOCATED ON-SITE. SUBCONTRACTORS MUST BE NOTIFIED OF THEIR LOCATION AND INSTRUCTED HOW TO USE THEM WHEN NECESSARY.
F. SPILLS MUST BE CLEANED UP PROMPTLY AFTER DISCOVERY, AND MATERIALS USED FOR CLEANUP MUST BE DISPOSED OF OFF-SITE AT AN APPROVED FACILITY.

WORK LIMITS AND LAYDOWN

1. WORK LIMITS, ACCESS, STAGING, LAYDOWN, AND STOCKPILE AREAS SHALL BE LOCATED WHERE SHOWN ON THE CONSTRUCTION DRAWINGS OR OTHERWISE AS APPROVED BY THE ENGINEER OR OWNER.
2. ALL CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN CURRENTLY DISTURBED AREAS TO THE EXTENT POSSIBLE.
3. DISTURBED/ EXPOSED RIVERBANKS AND STAGING AND PROJECT ACCESS AREAS SHALL BE PROPERLY STABILIZED (SEEDED, MULCHED, OR OTHERWISE) WITH NATIVE VEGETATION IMMEDIATELY AFTER GRADING TO PREVENT EROSION AND ESTABLISHMENT OF INVASIVE PLANT SPECIES.
4. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO VEGETATION OR PROPERTY OUTSIDE THE WORK LIMITS RESULTING FROM CONSTRUCTION OPERATIONS.
5. ALL AREAS TEMPORARILY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION, SLOPES, AND ELEVATIONS, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DRAWINGS.

UTILITIES

1. THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE PROJECT AREA PRIOR TO CONSTRUCTION.
2. NO EXCAVATION SHALL OCCUR IN THE AREA SURROUNDING A UTILITY CROSSING. NO IMPROVEMENTS THAT MAY CAUSE SCOUR, ARE TO BE PLACED IN THE VICINITY OF AN AT-GRADE, ABOVE OR BELOW GRADE, UTILITY CROSSING.
3. IF UTILITIES ARE IDENTIFIED WITHIN THE PROJECT AREA, A MINIMUM BUFFER OF NO DISTURBANCE, APPROVED BY THE ENGINEER OR OWNER, IS TO BE MAINTAINED ON ALL UTILITY CROSSINGS.

ROCK QUALITY

1. INDIVIDUAL STONE BOULDERS SHALL BE DENSE, SOUND AND FREE FROM CRACKS, SEAMS AND OTHER DEFECTS CONDUCIVE TO ACCELERATED WEATHERING.
2. AT A MINIMUM EXPOSED ROCK SHOULD HAVE ONE FLAT SURFACE AND THIS SHOULD BE THE ONLY EXPOSED SURFACE.
3. ALL ROCK SHALL BE REVIEWED BY AN RWE REPRESENTATIVE AND HAVE THE FOLLOWING PROPERTIES:

A. BULK SPECIFIC GRAVITY (SATURATED SURFACE-DRY BASIS) NOT LESS THAN 2.5.
B. ABSORPTION NOT MORE THAN 2% BY WEIGHT.
C. THE BULK SPECIFIC GRAVITY AND ABSORPTION SHALL BE DETERMINED BY ASTM METHOD C-127.

4. ROCK THAT FAILS TO MEET THESE REQUIREMENTS MAY BE ACCEPTED ONLY IF SIMILAR ROCK FROM THE SAME SOURCE HAS BEEN DEMONSTRATED TO BE SOUND AFTER FIVE YEARS OR MORE OF SERVICE UNDER CONDITIONS OF WEATHER, WETTING AND DRYING, AND EROSIVE FORCES SIMILAR TO THOSE ANTICIPATED. ALTERNATIVELY, NATIVE OR IMPORTED STONE, ALREADY AT THE SITE AND MEETING THE STANDARDS OUTLINED ABOVE, MAY BE USED.
5. THE ENGINEER RETAINS RIGHT OF REFUSAL FOR ANY ROCK BROUGHT TO THE SITE WHICH IS NOT SUITABLE AND DOES NOT MEET THE ABOVE CRITERIA AND/OR SHOWS EXCESSIVE WEATHERING, CRACKING OR DEFORMATION.
6. MINIMUM ROCK DIMENSIONS FOR "QUARRIED STONE" SHALL BE 2'X2'X4' FOR INSTREAM STRUCTURES. MINIMUM ROCK DIMENSIONS FOR ALL POOL ARMORING AND CRIB FILL TO BE RIP RAP WITH A D50 OF 20-INCHES.
7. ALL RIP RAP TO MEET ASTM C-535-69, AASHTO TEST 103 AND HAVE A SPECIFIC GRAVITY OF 2.65 AS WELL AS MEETING THE IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. THE ENGINEER TAKES NO RESPONSIBILITY FOR MATERIAL USED NOT MEETING THESE SPECIFICATIONS OR NOT APPROVED ON-SITE BY THE ENGINEER OR OWNER.

SITE PREPARATION-ROCK EXCAVATION

1. CONTRACTOR SHALL USE SUITABLE EXCAVATION TECHNIQUES THAT INCLUDE RIPPERS, STANDARD BUCKET EXCAVATION, AND HYDRAULIC BREAKERS. NO BLASTING OR EXPLOSIVES MAY BE USED WITHOUT PRIOR APPROVAL.

SITE PREPARATION- STONES PLACED IN CHANNEL

1. NO ROCK PLACEMENT SHALL OCCUR IN CHANNEL UNTIL APPROPRIATE WATER CONTROL MEASURES ARE IN PLACE (AS OUTLINED IN THE WATER CONTROL TYPICALS).
2. AFTER APPROPRIATE CUTOFF WALLS ARE IN PLACE NATIVE ALLUVIUM SHALL BE EXCAVATED TO DEPTH OF FIVE FEET. CLEAN CRIB FILL SHALL BE PLACED UP TO THE SUBGRADE ELEVATION.
3. QUARRIED STONE SHALL BE PLACED AS SHOWN ON THE DRAWINGS WITHOUT ANY GAPS, SO THAT EACH BOULDER TOUCHES THE NEXT ONE.
4. EACH STONE SHALL BE PLACED TO THE FINAL POSITION BY SUITABLE EQUIPMENT FOR HANDLING MATERIAL AND, IF NECESSARY; THE STONE SHALL BE PICKED UP AND REPOSITIONED.
5. IT SHOULD BE ANTICIPATED THAT RE-HANDLING OF INDIVIDUAL STONES, AFTER INITIAL PLACEMENT WILL BE REQUIRED TO ACHIEVE REQUIRED SLOPES, GRADES,

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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
GENERAL NOTES

REVISIONS:

NO.	DATE
#	

DESIGNED: SS, MH, LK, RG
CHECKED: SS DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

D-9

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GENERAL NOTES CONTINUED

ELEVATIONS AND POSITION.

6. THE ENGINEER SHALL OBSERVE AND APPROVE CONTRACTOR'S METHOD FOR STONE PLACEMENT IN A REPRESENTATIVE AREA FOR EACH PROJECT COMPONENT.

SITE PREPARATION-ROCKS PLACED IN STONE TERRACING

1. ALL ROCKS PLACED AS STONE TERRACING MUST BE PLACED WITH FLAT SIDE FACING UP AND BE CLEAN OF ALL SHARP PROTRUSIONS THAT COULD CREATE A SAFETY HAZARD.
2. IT SHOULD BE ANTICIPATED THAT RE-HANDLING OF INDIVIDUAL STONES, AFTER INITIAL PLACEMENT WILL BE REQUIRED TO ACHIEVE REQUIRED SLOPES, GRADES, ELEVATIONS AND POSITION.
3. ALL PLACED ROCKS MUST BE KEYED IN 12-INCHES IN BOTH THE HORIZONTAL AND VERTICAL DIRECTIONS.
4. ALL STONE TERRACING SHALL BE PLACED WITH SUITABLE GEOTEXTILE UNDERLYING THE MATERIAL (IF INCLUDED IN THE DESIGN) AND BACKFILLED WITH CLEAN NATIVE FILL.
5. ALL PLACED STONES SHALL BE PLACED ON SUITABLE SUBGRADE APPROVED BY ENGINEER. IF UNSUITABLE SUBGRADE IS EXPERIENCED, CONTRACTOR MUST INCLUDE SUITABLE SUBGRADE MATERIAL SUCH AS ROAD BASE GRAVEL.

CONCRETE MATERIALS

1. CONCRETE SHALL CONSIST OF PORTLAND CEMENT, SAND, AND GRAVEL, THOROUGHLY MIXED WITH WATER TO PRODUCE A THICK, CREAMY CONSISTENCY. THE MINIMUM AMOUNT OF WATER SHOULD BE USED TO PREVENT EXCESS SHRINKAGE OF THE CONCRETE AFTER PLACEMENT.
2. THE AGGREGATE, FOR CONCRETE, SHALL CONSIST OF 70 PERCENT SAND AND 30 PERCENT 3/8-INCH ROCK. MAXIMUM AGGREGATE SHALL BE 3/8 INCH.
3. ALL CONCRETE SHALL BE PRODUCED FROM TYPE II PORTLAND CEMENT WITH LESS THAN 5% TRICALCIUM ALUMINATE. CONCRETE SHALL HAVE MINIMUM CEMENT CONTENT OF 7 GALLONS PER SACK.
4. STRENGTH OF THE CONCRETE SHALL BE 4,000 PSI IN 28 DAYS. THE WATER CEMENT RATIO SHALL NOT EXCEED 0.48. A STIFFER MIX SHALL BE USED FOR STEEPER APPLICATIONS. AIR ENTRAINMENT SHALL BE USED FOR STEEPER APPLICATIONS. AIR ENTRAINMENT SHALL BE 6% TO 9%, AND SLUMP SHALL BE 5-INCHES TO 9-INCHES, EXCEPT AS APPROVED OR DIRECTED. AIR ENTRAINING AGENTS SHALL CONFORM TO ASTM C260 AND WATER REDUCING AGENTS SHALL CONFORM TO ASTM C494.
5. SUBGRADE, BASE MATERIAL, AND SURFACE COURSE IS TO BE COMPACTED TO 95% STANDARD PROCTOR WITH A MOISTURE CONTENT WITHIN 2% OF OPTIMAL PER ASTM D1558 AND AASHTO T180.

COLD WEATHER PLACEMENT

1. CONTRACTOR MUST FOLLOW RECOMMENDATIONS SET IN THE AMERICAN CONCRETE INSTITUTE COMMITTEE 306 (ACI 306R-88). WHEN PLACING CONCRETE AFTER THE FIRST FROST OR WHEN THE MEAN DAILY TEMPERATURES ARE BELOW 40° F.

A. HEAT AGGREGATES AND WATER IN ORDER TO PLACE FLOW FILL AT TEMPERATURES BETWEEN 50° F AND 80° F.

B. PLACING OF CONCRETE MAY BEGIN IN MORNING BUT SHALL BE DISCONTINUED AT 3:00 PM OF SAME DAY IF FREEZING WEATHER THREATENS.

C. AFTER CONCRETE IS PLACED, PROVIDE SUFFICIENT PROTECTION SUCH AS COVER, CANVAS, FRAMEWORK, HEATING APPARATUS, ETC., TO ENCLOSE AND PROTECT FLOW FILL AND MAINTAIN TEMPERATURE OF 70° F FOR 3 DAYS OR 50° F FOR 5 DAYS AFTER PLACING.

D. IF FLAKING OR SPAWLING IS FOUND, THAT PORTION OF THE CONCRETE DID NOT APPROPRIATELY CURE AND WILL BE RE-DONE AT THE EXPENSE OF THE CONTRACTOR.

E. IF IN THE OPINION OF OWNER'S REPRESENTATIVE PROTECTION IS NOT ADEQUATE, CEASE PLACEMENT UNTIL CONDITIONS OR PROCEDURES ARE SATISFACTORY TO OWNER'S REPRESENTATIVE.

GROUT MATERIALS

1. THE MIXTURE WILL USE PORTLAND CEMENT: TYPE I/TYPE II AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATION C150.
2. FLY ASH: CLASS FOR C AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM C618. GROUND GRANULATED BLAST FURNACE SLAG (GGBFS): SHALL CONFORM TO THE REQUIREMENTS OF ASTM C989.
3. COARSE AGGREGATE: NORMAL-WEIGHT AGGREGATE THAT SHALL CONFORM TO THE REQUIREMENTS OF ASTM C33. MAXIMUM AGGREGATE SIZE: 1-INCH DIAMETER. COARSE AGGREGATE MAY BE REDUCED TO 3/8-INCH DIAMETER PEASTONE TO PROMOTE PUMPABILITY, PROVIDED THE REQUIRED COMPRESSIVE STRENGTH CAN BE ACHIEVED.
4. FINE AGGREGATE: NORMAL-WEIGHT AGGREGATE THAT SHALL CONFORM TO THE REQUIREMENTS OF ASTM C33. FINE AGGREGATE SHALL BE NON-REACTIVE TO ALKALINITY FROM THE CEMENT-BASED GROUT.
5. WATER: SHALL BE POTABLE AND CONFORM TO THE REQUIREMENTS OF ASTM C94.
6. AIR-ENTRAINMENT: SHALL CONFORM TO THE REQUIREMENTS OF ASTM C260.
7. ADMIXTURES: SHALL BE USED FOR ADJUSTING FLOW AND WORKABILITY, AS REQUIRED, AND COULD CONSIST OF WATER-REDUCERS, RETARDERS, PLASTICIZERS, SUPERPLASTICIZERS, OR NONCHLORIDE ACCELERATORS. ALL ADMIXTURES SHALL CONFORM TO THE REQUIREMENTS OF ASTM C494 AND ASTM C1017 AS APPLICABLE
8. THE CONTRACTOR IS REQUIRED TO FINISH ALL GROUT WITHIN THE INSTREAM STRUCTURES AND TERRACING USING THE FOLLOWING TECHNIQUE:
   - 8.1. FOLLOWING INITIAL PLACEMENT OF GROUT, A TROWEL WILL BE USED TO REMOVE ALL SPILLED, SPLATTERED, AND DUMPED MATERIAL FROM ROCK FACES AND EXPOSED SURFACES.
   - 8.2. ONCE THE MATERIAL HAS BEEN REMOVED BY A TROWEL, ALL SURFACES ARE TO BE TROWEL FINISHED AND SMOOTHED.
   - 8.3. FOLLOWING TROWEL WORK, WET BROOMS AND BRUSHES ARE TO BE USED IN COMBINATION WITH BUCKETS OF WATER TO CLEAN ALL EXPOSED SURFACES AND TRANSITIONS FROM ROCK TO GROUT WITH THE INTENTION OF MAKING THE GROUT BLEND WITH THE ENVIRONMENT.

GROUT MIX

1. DESIGN MIXTURE FOR GROUT SHALL BE PROPORTIONED ON THE BASIS OF LABORATORY TRIAL MIXTURE OR FIELD TEST DATA IN ACCORDANCE WITH ACI 301.
2. MAXIMUM FLY ASH CONTENT: 25 PERCENT.
3. MAXIMUM GGBFS CONTENT: 25 PERCENT.
4. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
5. MAXIMUM WATER-CEMENT RATIO: 0.55
6. MINIMUM CEMENT CONTENT: 517 POUNDS PER CUBIC YARD.
7. MINIMUM SLUMP: 5 INCHES.
8. MAXIMUM SLUMP: 9 INCHES.
9. ENTRAINED AIR-CONTENT: 3 TO 5 PERCENT.

GROUT MIXING AND PLACEMENT

1. MEASURE, BATCH, MIX, AND DELIVER GROUT ACCORDING TO ASTM C94. USE ADMIXTURES ACCORDING TO THE MANUFACTURERS' WRITTEN INSTRUCTIONS.
2. THE CONTRACTOR MAY SUBMIT MIX ADJUSTMENTS TO THE DESIGNER FOR THEIR REVIEW AND APPROVAL WHEN CIRCUMSTANCES SUCH AS CHANGED PROJECT CONDITIONS, UNFAVORABLE WEATHER, OR UNFAVORABLE RESULTS OCCUR. INCLUDE NECESSARY SUPPORTING DOCUMENTS (LABORATORY AND/OR FIELD TEST DATA) WITH ANY MIX ADJUSTMENT REQUESTS. MIX ADJUSTMENTS, IF ACCEPTABLE TO THE DESIGNER, SHALL BE PERFORMED AT NO ADDITIONAL EXPENSE TO THE OWNER.
3. THE MIXER, WHEN OPERATING AT CAPACITY, SHALL BE CAPABLE OF COMBINING THE INGREDIENTS OF THE GROUT MIX INTO A THOROUGHLY MIXED AND UNIFORM MASS, AND OF DISCHARGING THE MIX WITH A SATISFACTORY DEGREE OF UNIFORMITY. THE MIXER SHALL BE OPERATED WITHIN THE LIMITS OF THE MANUFACTURER'S GUARANTEED CAPACITY AND SPEED OF ROTATION.
4. IF REQUIRED TO PROMOTE PUMP-ABILITY, UP TO 20 GALLONS OF POTABLE WATER PER FULL (10CY) LOAD (OR PROPORTIONED ACCORDINGLY) MAY BE ADDED (AND THOROUGHLY MIXED) ONSITE. ADDING WATER TO THE MIX ON-SITE (IF REQUIRED) MUST OCCUR WITHIN 60 MINUTES OF THE TIME OF BATCHING. ALL REQUIREMENTS FOR THE GROUT MIX, AS STATED IN THIS SPECIFICATION, APPLY REGARDLESS OF WHETHER OR NOT WATER IS ADDED ON-SITE.
5. THE TIME INTERVAL BETWEEN GROUT BATCHING AND PLACEMENT SHALL BE 90 MINUTES. OR, THIS REQUIREMENT MAY BE WAIVED IF, AFTER 90 MINUTES, THE GROUT CAN STILL BE PLACED WITHOUT ADDING WATER (TO REDUCE SLUMP) TO THE BATCH. FIELD PACKS OF WATER REDUCING ADMIXTURES MAY BE ADDED TO THE BATCH TO INCREASE SLUMP/WORKABILITY. MAXIMUM TIME INTERVAL, REGARDLESS OF SLUMP, SHALL BE 180 MINUTES. FOR AIR TEMPERATURE GREATER THAN 80 DEGREES, MAXIMUM TIME INTERVAL SHALL BE REDUCED TO 120 MINUTES. FOR AIR TEMPERATURE GREATER THAN 90 DEGREES, MAXIMUM TIME INTERVAL SHALL BE REDUCED TO 90 MINUTES.
6. IN ANY CASE, GROUT SHALL BE CONVEYED FROM THE MIXER TO THE FINAL PLACEMENT AS RAPIDLY AS PRACTICABLE BY METHODS THAT WILL PREVENT SEGREGATION OF THE AGGREGATES AND/OR LOSS OF CEMENTITIOUS MATERIALS.
7. GROUT MIX SHALL NOT BE ALLOWED TO FREE FALL MORE THAN FIVE (5) FEET UNLESS SUITABLE EQUIPMENT IS USED TO PREVENT SEGREGATION.
8. THE GROUT MIX SHALL NOT BE PLACED UNTIL THE AFFECTED AREA HAS BEEN INSPECTED AND APPROVED BY THE DESIGNER FOR THE PLACEMENT OF GROUT.
9. GROUT MIX SHALL NOT BE PLACED WHEN THE DAILY AVERAGE TEMPERATURE IS LESS THAN 40 F UNLESS FACILITIES ARE PROVIDED TO ENSURE THAT THE TEMPERATURE OF THE MATERIALS IS MAINTAINED AT A MINIMUM TEMPERATURE OF 50 F AND NOT MORE THAN 90 F DURING PLACEMENT AND THE CURING PERIOD.
10. GROUT MIX SHALL NOT BE PLACED ON FROZEN SURFACES. AT A MINIMUM, GROUT MIX SHALL NOT BE ALLOWED TO FREEZE FOR THE INITIAL 24 HOURS AFTER PLACEMENT.
11. FOR HOT WEATHER PLACEMENT, COMPLY WITH ACI 305.1 (SPECIFICATION FOR HOT WEATHER CONCRETING).
12. FOLLOW DESIGNER SPECIFICATIONS FOR SUBGRADE PREPARATION, GROUT PLACEMENT AND FINISHING, CURING, AND CLEAN-UP. SPECIFICALLY, FILL VOIDS ALONG UPSTREAM AND DOWNSTREAM TOE WITH GROUT. ALL ROCK TO BE CLEAN AND SWEPT AFTER GROUTING.
13. AFTER COMPLETION OF ANY GROUT PLACEMENT, NO INDIVIDUALS OR EQUIPMENT SHALL BE PERMITTED ON THE GROUTED SURFACE FOR A PERIOD OF TWENTY-FOUR (24) HOURS. THE GROUTED SURFACE SHALL BE PROTECTED FROM INJURIOUS ACTION BY THE SUN, RAIN, FLOWING WATER, MECHANICAL INJURY, OR OTHER POTENTIAL DAMAGING ACTIVITY.

GROUT AND CONCRETE PLACEMENT

1. GROUT SHALL BE PUMPED INTO VOIDS AS DIRECTED BY THE ENGINEER OR OWNER.
2. ALL GROUT IN "WING" AND "ISLAND" SHOULD BE HELD BACK 4-6 INCHES.
3. ALL EXPOSED VISIBLE GROUT SHALL BE SMOOTHED WITH TROWEL OR BRUSHED FINISH, EVEN IN VOID SPACES.
4. ALL VOIDS IN EXCESS OF 3" IN DIAMETER SHALL BE VIBRATED.
5. AT COMPLETION OF GROUT PLACEMENT ALL ROCK SHOULD BE CLEANED OF GROUT AND GROUT RESIDUE. SMALL BRUSHES HAVE BEEN PROVEN TO BE THE MOST EFFECTIVE TECHNIQUE FOR REMOVING CONCRETE GROUT RESIDUE.
6. GROUT SHALL NOT BE PLACED UNLESS APPROPRIATE WATER CONTROL MEASURES ARE IN PLACE.
7. FOLLOWING COMPLETION OF GROUT PLACEMENT, THE WORK AREA SHOULD BE FLOODED TO ENSURE OPTIMAL CURING TIME. THE WORK AREA SHALL BE ISOLATED TO ENSURE THERE IS NO CONTACT WITH THE LIVE RIVER. THE STATIC WATER LEVEL IN THE WORK AREA SHOULD EQUAL THE WATER LEVEL IN THE LIVE RIVER.
8. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO THE PLACEMENT OF CONCRETE OR GROUT. THE ENGINEER MUST APPROVE THE FORM WORK AND REINFORCEMENT PRIOR TO PLACEMENT OF CONCRETE OR GROUT.
9. ALL SAW CUT JOINTS MUST BE COMPLETED WITHIN 24 HOURS OF CONCRETE PLACEMENT. ANY CONCRETE SAWN AFTER THIS 24-HOUR PERIOD, WHICH IN THE OPINION OF THE OWNER'S REPRESENTATIVE HAS EXCESSIVE SHRINKAGE CRACKS, SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

INSPECTING AND TESTING FRESH GROUT

1. THE GROUT MATERIAL SHALL BE CHECKED AND TESTED THROUGHOUT THE GROUTING OPERATION AT THE CONTRACTOR'S EXPENSE. SAMPLING OF FRESH GROUT SHALL BE CONDUCTED IN CONFORMANCE WITH ASTM C172. FIELD TESTING WILL BE DETERMINED BY METHODS PRESCRIBED IN ASTM C138. AT A MINIMUM, FIELD TESTING SHALL INCLUDE SLUMP, AIR CONTENT, UNIT WEIGHT, TEMPERATURE, AND COMPRESSIVE STRENGTH CYLINDERS (1 7D, 2 28D, AND 1 HOLD CYLINDER). A MINIMUM OF ONE SET OF TEST CYLINDERS SHALL BE CAST FOR EVERY 50 CUBIC YARDS OF GROUT PLACED.
2. THE ENGINEER SHALL HAVE FREE ACCESS TO ALL PARTS OF THE CONTRACTOR'S PLANT AND EQUIPMENT UTILIZED FOR MIXING AND PLACING GROUT DURING THE PERIOD OF THE CONTRACT. PROPER FACILITIES SHALL BE PROVIDED FOR THE ENGINEER TO SAMPLE MATERIALS AND VIEW PROCESSES IMPLEMENTED IN THE MIXING AND PLACING OF GROUT AS WELL AS FOR SECURING GROUT TEST SAMPLES. ALL TESTS AND INSPECTIONS SHALL BE SO CONDUCTED AS A MINIMUM OF INTERFERENCE TO THE CONTRACTOR'S OPERATION OCCURS.
3. FOR READY-MIXED GROUT, THE CONTRACTOR SHALL FURNISH TO THE ENGINEER A STATEMENT OF DELIVERY TICKET FOR EACH BATCH DELIVERED TO THE SITE. THE TICKET SHALL PROVIDE AS A MINIMUM: WEIGHTS IN POUNDS OF CEMENT, AGGREGATES (FINE AND COARSE), WATER; WEIGHT IN OUNCES OF AIR-ENTRAINING AGENT; TIME OF LOADING; AND, THE REVOLUTION COUNTER READING AT THE TIME BATCHING WAS STARTED.

REVEGETATION NOTES

1. ANY REVEGETATION OR PLANTING SHALL OCCUR WITHIN THE APPROPRIATE PLANTING WINDOWS AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. THIS TIMEFRAME SHOULD NOT EXCEED 14 DAYS AFTER COMPLETION OF FINAL GRADES.
2. THE CONTRACTOR SHALL PLANT THE TYPE OF PLANT MATERIAL AND MIX OF SPECIES INDICATED FOR EACH PLANTING ZONE. BOUNDARIES OF PLANTING ZONES AND LOCATIONS OF TREE AND SHRUB PLANTINGS WILL BE MARKED IN THE FIELD UPON COMPLETION OF EARTHWORK BY THE CITY'S REPRESENTATIVE AND MAY VARY FROM THOSE SHOWN ON THE DRAWING DUE TO ACTUAL SITE CONDITIONS.
3. ALL SUITABLE TOPSOIL SHALL BE STOCKPILED DURING CONSTRUCTION AND PLACED WITHIN THE SEEDED AREAS IN MINIMUM 3-INCH DEPTHS.
4. CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL IN A VIABLE CONDITION UP TO THE TIME OF PLANTING AND SHALL NOT PLANT DEAD, DISEASED, OR DAMAGED PLANTS OR SEEDS.
5. NO PLANTING OR SEEDING SHALL OCCUR UNTIL THE AREA HAS BEEN PROPERLY PREPARED AND APPROVED BY THE CITY REPRESENTATIVE (INCLUDING SOILS BEING SATURATED AND/OR FLOODED TO APPROPRIATE WATER DEPTHS).
6. PLANT MATERIALS SHALL BE INSTALLED USING STANDARD PRACTICES FOR THE TYPE OF MATERIAL. THE FOLLOWING DESCRIBES THE SPECIFIC METHODS TO BE USED FOR EACH TYPE OF PLANTING:

A. MINIMUM 3-CUBIC-INCH POTTED NURSERY STOCK: POTTED STOCK OF THE SPECIES SHOWN FOR EACH ZONE SHALL BE PLANTED RANDOMLY IN STAGGERED ROWS AT THE SPACING INDICATED. PLANTS SHALL NOT BE PLANTED COMPLETELY SUBMERGED.

B. TREES AND SHRUBS: TREES AND SHRUBS SHALL BE PLANTED AT THE LOCATIONS SHOWN ON THE PLAN.

C. SEEDING: THE UPPER THREE (3) INCHES (MINIMUM) OF THE AREA TO BE SEEDED SHALL BE IN A LOOSE AND FRIABLE CONDITION SUITABLE FOR SEEDING. IF NECESSARY, AREAS TO BE SEEDED WILL BE TILLED TO RELIEVE COMPACTION PRIOR TO SEEDING. ONCE SEEDING IS COMPLETE, NO MORE THAN 0.5-INCHES OF SOIL MAY BE PLACED OVER THE SEED.

7. CONTROL ANY SURFACE FLOW TO ENABLE SEEDING.
8. THE SEED MIXES SPECIFIED SHALL BE DRILL SEEDED IN ALL AREAS. SEPARATE SEED BOXES SHALL BE USED AS NEEDED, TO ACCOMMODATE THE SEED SIZES IN THE MIXTURES.
9. 2 TONS PER ACRE OF STRAW MULCH SHALL BE APPLIED TO SEEDED AREAS IMMEDIATELY AFTER SEEDING, EXCEPT THAT 1 TON PER ACRE OF STRAW MULCH SHALL BE APPLIED TO SEEDED WETLAND CREATION AREAS.
10. MULCH SHALL BE CRIMPED OR TACKIFIER APPLIED TO PREVENT MOVEMENT. IF TACKIFIER IS USED, IT SHALL BE "M-BINDER" TACKIFIER APPLIED AT A RATE OF 100 POUNDS PER ACRE.
11. ALL PLANTED AND SEEDED AREAS SHALL BE ADEQUATELY WATERED WITHIN 4 HOURS AFTER SEEDING/PLANTING. THE FOLLOWING DESCRIBES THE REVEGETATION TO BE COMPLETED BY AREA:

A. TRANSITION AREAS: A) BROADCAST SEED MIX SPECIFIED, B) APPLY 2 TONS PER ACRE STRAW MULCH, C) APPLY 100 POUNDS PER ACRE "M-BINDER" TACKIFIER.

B. EXCESS SOIL DISPOSAL AREA AND OTHER UPLAND AREAS: A) BROADCAST SEED MIX SPECIFIED, B) APPLY 2 TONS PER ACRE STRAW MULCH, C) CRIMP MULCH TO SECURE.

WATER CONTROL

1. CONTRACTOR SHALL PREPARE A DEWATERING PLAN TO BE APPROVED BY THE ENGINEER AND CITY REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY DEWATERING ACTIVITIES. ALL DEWATERING DISCHARGES MUST BE FILTERED TO REMOVE EXCESSIVE SEDIMENTS AND MUST BE DISCHARGED ONTO AN ENERGY-DISSIPATION DEVICE (E.G., PLUNGE POOL, SPLASH PUP, CONCRETE WEIGHT, OR EQUIVALENT) PRIOR TO DISCHARGE INTO ANY SURFACE WATER. FISH OR MUSSELS TRAPPED IN THE DRY AREA MUST BE PROPERLY RELOCATED TO A DOWNSTREAM SECTION OF THE RIVER BY A DESIGNATED/QUALIFIED INDIVIDUAL.
2. STEPS SHALL BE EMPLOYED THROUGHOUT THE COURSE OF THE PROJECT TO AVOID THE CREATION OF EXCESSIVE TURBIDITY WHICH MAY DEGRADE WATER QUALITY OR ADVERSELY AFFECT AQUATIC LIFE.
3. NO WASTEWATER SHALL BE DISCHARGED INTO THE RIVER.
4. PRIOR TO CREATION OF COFFERDAMS OR DIVERTING WATER IN ANY MANNER, THE CONTRACTOR MUST REVIEW ALL RELEVANT PERMIT CONDITIONS AND INFORM THE ENGINEER OF THEIR TIMING, METHODS, AND TECHNIQUES FOR WATER CONTROL.
5. THE WATERWAY MAY EXPERIENCE FLOODING AND CHANGES IN WATER LEVEL AT ANY TIME. IT IS THE CONTRACTORS RESPONSIBILITY TO MONITOR AND ANTICIPATE CHANGES AND PLAN ACCORDINGLY. ANY DAMAGE, LOSSES, PERMIT CONDITION VIOLATIONS, ETC. AS A RESULT OF FLOODING IN THE WATERWAY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. ANY COFFERDAM FAILURE MUST BE REPORTED TO THE ENGINEER AND CITY REPRESENTATIVE IMMEDIATELY.
7. UNLESS PRIOR APPROVAL HAS BEEN GRANTED, THE CONTRACTOR MUST ONLY CONSTRUCT AND WORK WITHIN ONE COFFERDAM AT A TIME.

EMERGENCY PLANNING

1. CONTRACTOR SHALL CREATE AND HOLD ON FILE AN EMERGENCY ACTION PLAN. THAT PLAN MUST INCLUDE CONTACT NUMBERS FOR ALL UTILITIES LOCATED WITHIN THE PROJECT SITE, IN ADDITION TO PHONE NUMBERS FOR ALL PERMIT AGENCY PROJECT MANAGERS.
2. THE ENGINEER AND THE OWNER MUST BE NOTIFIED IMMEDIATELY FOLLOWING AN EMERGENCY SITUATION.
3. THE CONTRACTOR MUST BE WELL VERSED IN THE FLOOD CONTINGENCY PLAN AND ACTION STEPS WITHIN THE PLAN.

OTHER

1. IN THE EVENT AN ITEM IS NOT COVERED IN THE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY REPRESENTATIVE, AND THEY MUST APPROVE ANY ADDITIONS OR MODIFICATIONS TO THE SPECIFICATIONS.
2. ALL WASTE MATERIAL AND/OR EXCESS EXCAVATION NOT USED AS PART OF THE WORK SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF AT ACCEPTABLE LOCATIONS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
3. THE CONTRACTOR AT ALL TIMES DURING CONSTRUCTION SHALL PROVIDE WARNING SIGNS, BARRICADES, AND OTHER SAFETY DEVICES (INCLUDING TEMPORARY FENCING AROUND THE JOB SITE) TO PROTECT PUBLIC SAFETY AND HEALTH IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

Riverwise Engineering
RIVERWISE ENGINEERING, LLC
PO BOX 706
DURANGO | CO | 81302
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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
BLACK HAWK COUNTY
CEDAR RIVER

PRELIMINARY - NOT FOR CONSTRUCTION

GENERAL NOTES CONTINUED

REVISIONS:

NO.	DATE
#	

DESIGNED: SS, MH, LK, RG
CHECKED: SS | DRAFTED: RG
PLOT DATE: 8/30/2021

DRAWING NO.

D-10

SHEET D-10

GENERAL NOTES CONTINUED

NOTES FROM THE CITY OF CEDAR FALLS

1. THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERAIL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2. DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA.
3. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
4. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
5. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
6. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
7. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.
8. IT IS THE CONTRACTOR'S Responsibly TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN ANO FREE OF MUD ANO DEBRIS GENERATED FROM THE PROJECT.. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
10. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.
11. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E. , SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.
12. PART VI OF THE " MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT " MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATION.S
13. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T . SPECIFICATIONS.
14. IT IS THE CONTRACTOR' S Responsibility TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S Responsibility. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
15. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
16. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN SWPPP AT ALL TIMES
17. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
18. CONTRACTOR SHALL PROVIDE A PORTABLE TOILET AT EACH STAGING AREA.

RIVERWISE ENGINEERING, LLC
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DRAFT

PROJECT OWNER:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA
50613

RIVER AREA & RIVERBANK IMPROVEMENTS
CEDAR RIVER
BLACK HAWK COUNTY
PRELIMINARY - NOT FOR CONSTRUCTION
GENERAL NOTES CONTINUED

REVISIONS:

NO.	DATE
#	

DESIGNED: SS, MH, LK, RG
CHECKED: SS | DRAFTED: RG
PLOT DATE: 8/30/2021

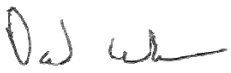
DRAWING NO.

D-11

SHEET D-11

PROJECT SPECIFICATIONS
FOR
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS
PROJECT

Project MC-038-3290
Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.  _____ Date: 8/30/2021 David A. Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022 Pages or sheets covered by this seal: All

ENGINEER'S CERTIFICATION	
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa. _____ Date: _____ Shane A. Sigle, P.E. Iowa License No. 21194 My license renewal date is December 31, 2021 Pages or sheets covered by this seal: _____

LANDSCAPE ARCHITECT CERTIFICATION	
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa. _____ Date: _____ Larry Kurtz Iowa License No. _____ My license renewal date is _____ Pages or sheets covered by this seal: _____

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls" Supplemental Specifications to the 2021 Edition of SUDAS.

Links to both documents can be found on the City's website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 30

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT in said City at 7:00 p.m. on the 20th day of September 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC

City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 24th of September, 2021.

Pre-Bid Meeting: Prospective bidders are required to attend a pre-bid meeting at 3pm on September 20th, 2021 at Gateway Park adjacent to the Cedar River in downtown Cedar Falls. The meeting will take approximately 2 hours and prospective bidders should have a copy of the bid documents and drawings for discussion and questions. All bidders must sign in and any bid submitted without an authorized representative signing in during the meeting shall be deemed incomplete and unacceptable.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00 p.m. on the 24th of September, 2021 at www.questcdn.com, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 4th of October, 2021, or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than June 30, 2022 and shall fully complete close-out of the project no later than August 1, 2022. In addition, certain structures shall be completed within the calendar days specified in the plans. Calendar days allotted for specific closures within certain trails shall apply only to each individual trail. A scanned copy of the Bid Bond must be included with the online bid submitted at www.questcdn.com.

Bid Security: Each Form of Proposal shall be accompanied by a bid security as defined in the Instructions to Bidders- Division 1 Section 05.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Wednesday, September 8, 2021 at no cost by clicking on the “Bid Opportunities” Link at www.cedarfalls.com and choosing the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** from the list. Project information, Engineer’s cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.questcdn.com. If required, hard copies of the

project documents may be obtained from the City Engineer's office, 220 Clay Street, Cedar Falls, Iowa, 50613.

Contact Matt Tolan for document distribution or any questions via phone: (319) 268-5164, or email: Matthew.tolan@cedarfalls.com. QuestCDN reference number 8022790.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the construction of seven instream structures and upland improvements within, and on the banks, of the Cedar River in Cedar Falls, Iowa.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION I – Instructions to Bidders

The work comprising the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** shall be constructed in accordance with the 2021 Edition of SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.
Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative from Riverwise Engineering, LLC (RWE) or Align Architecture and Planning (ALIGN).

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT**
Project MC-038-3290

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of three (3) similar projects constructed in a satisfactory manner by the bidder; the similar projects should include water control associated with instream structures such as recreational structures, habitat structures, bridges, piles, and abutments. A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in

lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from www.questcdn.com or from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall

be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 24th of September, 2021. The QuestCDN eBid Doc# is 8022790.

FORM OF PROPOSAL
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT PROJECT NO. MC-038-3290
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS 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:

Cedar River Recreational Improvements Project
Cedar River, Cedar Falls, Iowa
Bid Proposal

Item Number	Description	Estimated Quantity	Unit	Unit Price	Item Total Price
1	Mobilization	1	Lump Sum		
2	Silt Fencing	1500	Linear Feet		
3	Straw Waddle	300	Linear Feet		
4	Cofferdam Installation and Removal	7	Lump Sum		
5	River Right Access Road	1	Lump Sum		
Structure #2- Put-in River Right					

6	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	155	Cubic Yards Grouted Rock		
7	Concrete - low flow	35	Cubic Yards Concrete		
8	Subgrade - Clean angular 3-8" cobble	233	Cubic Yards		
Structure #3					
9	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	140	Cubic Yards Grouted Rock		
10	Concrete- low flow	22	Cubic Yards Concrete		
11	Subgrade - Clean angular 3-8" cobble	105	Cubic Yards		
Structure #4					
12	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	56	Cubic Yards Grouted Rock		
13	Concrete- low flow	35	Cubic Yards Concrete		
14	Subgrade - Clean angular 3-8" cobble	28	Cubic Yards		
Structure #5					
15	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	148	Cubic Yards Grouted Rock		
16	Concrete- low flow	28	Cubic Yards Concrete		
17	Subgrade - Clean angular 3-8" cobble	369	Cubic Yards		
Structure #6- Take-out River Right					
18	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	320	Cubic Yards Grouted Rock		
19	Subgrade - Clean angular 3-8" cobble	300	Cubic Yards		
Structure #7- Clay Hole Safety and Recreational Improvements					
20	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	157	Cubic Yards Grouted Rock		
21	Concrete- low flow	115	Cubic Yards Concrete		
22	Concrete Demolition, Removal, and Shaping	1	Lump Sum		
23	Subgrade - Clean angular 3-8" cobble	393	Cubic Yards		
Structure #8- Take-out River Left					
24	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	30	Cubic Yards Grouted Rock		
25	Concrete- low flow	28	Cubic Yards Concrete		
26	Subgrade - Clean angular 3-8" cobble	45	Cubic Yards		
Miscellaneous					
27	Large Random Boulders, 7' Diameter	23	Each		
28	Boat Ramp Terracing	393	Cubic Yards Grouted Rock		
29	Boat Ramp Area Trails	7	Cubic Yards Concrete		

30	Miscellaneous Equipment Hours	200	hours		
31	Northeast Parking Lot Repair- Seal Coat	4000	Square Yards		
Upland					
32	Concrete/Rebar River Clean up	1	Lump Sum		
33	Concrete Mowbands	820	Linear Feet		
34	Removal of Concrete Bike Trail	3,100	Square Feet		
35	New Concrete Bike Trail	3,400	Square Feet		
36	Upland Path (6' wide w/curbs)	6,000	Square Feet		
37	Shoreline Path (4'& 5' wide w/curbs)	3,200	Linear Feet		
38	Seal Chute	1	Lump Sum		
39	Specialty Stone @ Upper Plaza	120	Tons		
40	Stone Seat Wall @ Upper Plaza	56	Tons		
41	Upper Terrace Concrete	1,830	Square Feet		
42	Synthetic Turf	1	Lump Sum		
43	Lower Terrace Concrete (turtle)	1,250	Square Feet		
44	Stone Bank Reinforcement	1,643	Tons		
45	Wood Bridges	3	Each		
46	Existing Features Relocation (bollard lights)	3	Each		
47	Signage 4 large& 5 small	9	Each		
48	Parking Lot Repair-Seal Coat	4,300	Square Yards		
49	Add Shower to Shoreline	1	Each		
50	Benches	3	Each		
51	Planting (Rip Rap re-use planting pockets)	1,973	Square Feet		
52	Planting, Trees, Shrubs, Lawns & Seeding	1	Lump Sum		
53	Irrigation	1	Lump Sum		
Base Bid Total					
Alt. No. 1	Lighting at Trees and Bridge	1	Lump Sum		
Alt. No. 2	River Demobilization	1	Each		
Alt. No. 3	Project Demobilization	1	Each		
Base Bid Plus Alternates #1-3 Total					

Bidders may not independently bid on selective items of work except Alternate Number 1 which is not a required item. Alternates Number 2 and 3 must be bid on but may not be required during construction. In this project, all other items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-53 excluding Alternate Number 1). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item (except Alternate Number 1) shall be just cause for disqualification of the entire proposal. Unit bids must be entered

digitally on the QuestCDN proposal. In addition the remainder of the Form of Proposal is to be filled in ink. The Owner reserves the right to delete any part or all of any item.

Item #30 in the bid form is labeled “Miscellaneous Equipment Hours”. This task may, or may not be included in the project. The contractor must gain written approval from the engineer prior to billing under this task.

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 _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____

_____ _____

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

_____ _____

By

_____ _____

Official Address Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of_____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of_____, 20_____, for _____
_____.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

_____ (Seal)
Principal

_____ By_____ (Title)
Witness

_____ (Seal)
Surety

_____ By_____
Witness Attorney-in-fact

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☐ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☐ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☐ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☐ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☐ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. MC-038-3290

STATE OF _____
ss
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) We are _____ of _____
(Owner, partner, officer, representative, or agent)

_____, 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.

_____
Signed
_____
Title

Subscribed and sworn to before me

this _____ day of _____, 20_____

_____

_____
Title

My Commission expires _____.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and_____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT,** project number MC-038-3290 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 7th day of September, 2021, 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. MC-038-3290 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.

_____
Contractor

CITY OF CEDAR FALLS, IOWA

By_____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT
Project Number MC-038-3290

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, attorney's 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 Black Hawk 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.

Project No. MC-038-3290

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Title

SURETY:

_____
Surety Company

By: _____
Signature Attorney-in-Fact Officer

_____
Printed Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

FORM APPROVED BY:

_____
Attorney for Owner

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.

NOTICE TO PROCEED

To:_____ Date:_____

_____ Project: **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT**
MC-038-3290
_____ Cedar Falls, Iowa

You are herby notified to commence WORK in accordance with the Agreement dated _____, 2021, within ten (10) calendar days of _____, 2021 and you are to complete the WORK as follows: furnish all labor, material, and equipment necessary for construction of the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT**

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Milestone No. 1:
In-river work as indicated on the project plans shall be substantially completed by March 15, 2022. In river work not completed by this milestone No. 1 date will be assessed liquidated damages in the amount of one thousand five hundred ($1,500) dollars per calendar day for each day in-river work is incomplete.

Liquidated damages in the amount of one thousand ($1,500) dollars per calendar day will be assessed for each calendar day for each Structure that is not substantially complete after the expiration of the contract time set forth. Liquidated damages in the amount of one thousand ($1,500) dollars per calendar day will be assessed for each calendar day that any work remains uncompleted after June 30, 2022 (substantial completion) regardless of the status of previous projects. Substantial completion shall mean that the stages are fully open to the general public with minor work (e.g. watering) to be completed without requiring closures. Contractor shall reach substantial completion no later than June 30, 2022 and shall fully complete the close-out process no later than August 1, 2022. If remaining punchlist items remain after August 1, 2022, liquidated damages will go

into effect in the amount of one thousand ($1,500.00) dollars per calendar day until completed.

City of Cedar Falls, Iowa
Owner
By_____
Title_____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors working within the same area of the following projects and/or events:

1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
2) UNI Homecoming – October 15, 2021

03 Protection of Line and Grade Stakes

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes and be responsible for all surveying during construction and as-built surveys.

04 Borrow and Waste Sites

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to concrete removal or excavation on this project.

05 Subletting or Assignment of Contract

The Contractor's own organization shall perform work amounting to not less than thirty five (35%) percent of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

06 Contract Time

The work on the Contract shall commence ten calendar days after the date set forth in the written Notice to Proceed and shall be completed within the dates set forth in the written Notice to Proceed.

The Contractor will be limited to staging and access roads as noted in the drawings and shall not access or stage in different locations unless approval is gained by federal, state, and local permitting agencies and updated stormwater protection plans are provided and approved by aforementioned agencies.

The design team would prefer the structures are built in downstream to upstream order. This allows for product testing and assurance of valuable whitewater at each structure.

Contractor should include fees for testing of each structure and possible modifications. Testing at each structure includes construction, partial breaching of the cofferdam and release of at least 80% of the available water, instream testing by RWE representative taking 1-3 hours, replacement of the cofferdam, and minor modifications as needed to enhance performance.

Minor modifications may include, but not be limited to, addition or subtraction of up to 20 cubic yards of rock and/or grout. Any additional material excavated and/or added will be paid at the unit prices noted in the bid and contractor must receive written approval prior to completion of this work.

Contractor is responsible for providing at least one week notice for observations performed by the engineers noted above during key portions of each structure. Key portions are defined as construction of the subgrade and low flow areas of each structure plus the wing area interfacing with the low flow.

During construction of Structure #8, the contractor may close the portion of the bike trail between the North staging area and a sufficient distance downstream of the First Street Bridge (as shown on Sheet C-06 and C-09) for a period of three weeks maximum. Closure of the trail exceeding the three week period shall be considered work not completed and subject to the terms noted in: 09 Liquidated Damages.

Cold weather protection, as noted within the drawing notes and SUDAS is incidental and should be included as necessary in the bid.

07 Work Progress and Schedule

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eighths of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Calendar Days

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holidays shall only be allowed after prior written approval by the Engineer.

09 Liquidated Damages

Liquidated damages in the amount of one thousand ($1,500.00) dollars per working day will be assessed for the work not completed within the designated contract term as described in the Notice to Proceed.

10 Progress Payments and Vouchers

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate working days.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full.

11 Stormwater Pollution Prevention Plan, Management

Attached to the end of these project specifications is the Stormwater Pollution Prevention Plan for the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** This document lays out the requirements for the Contractor to assist the City in maintaining compliance with the General Permit No. 2.

The Owner is to insure compliance with the Pollution Prevention Plan and **will review regular inspections carried out by the Contractor.** Contractor designated and qualified personnel will inspect disturbed areas of the construction site that have not reached “final stabilization” at least once every seven (7) calendar days. Contractor will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention

Plan will be revised and modifications made to the control facilities as needed. Intermittent reports based on site observation will be made and will become part of the pollution prevention plan. A final report and Notice of Discontinuation will be filed 30 days after final stabilization of the project has occurred.

N.P.D.E.S. CERTIFICATION
PROJECT NO. MC-038-3290

Contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications.

13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 edition of the SUDAS, except as amended or supplemented as follows:

14 PERMITS

Contractor is responsible for having all relevant permits on-site and available at all times for inspection and must follow all permit conditions. Relevant permits include, but are not limited to:

- US Army Corps of Engineers 404 and 408 Permit Number CEMVR-OD-P-2020_1140
- State 401 Water Quality Certification No. 20-1-013-09-02-S
- Iowa DNR Tracking Number 88965
- Floodplain Development Permit Number 88965FP-01
- Section 408 Request Number 408-MVR-2020-0009
- City of Cedar Falls Floodplain Permit # 21-3439-FLDP
- City of Cedar Falls Stormwater Pollution Prevention Permit #IA-38536-38175

A copy of all relevant permits are included in the bid package for review and reference. The contractor is responsible for the permit conditions, construction of structures as noted in the drawings, and water control as noted in the drawings. Please refer to the final design drawings for design. If there are discrepancies between the 404 drawings and the final design drawings, contractor is required to contact RWE for additional guidance.

15 FLOODING DURING CONSTRUCTION

Contractor should follow the Flood Contingency Plan dated August 2021 and completed by RWE. The plan outlines the cofferdam and haul road procedures, elevations, and demolition procedures recommended by RWE.

If the contractor is forced to demolish cofferdams and/or haul roads, Owner and Engineer shall be notified and a plan presented for approval. If all parties are in agreement, it shall be considered a River Demobilization. A River Demobilization may include, but is not limited to, a single removal of all machinery from the river, demolition of existing cofferdams and haul roads, and grading to return cofferdammed areas and haul roads to original grades. Contractor will be paid as agreed to in the Bid Proposal Item Alt. No. 2. This also includes the cost to remobilize materials and equipment, and re-establish cofferdams and haul roads after the flooding event.

If the contractor is forced to demobilize one or both staging areas, Owner and Engineer shall be notified and a plan presented for approval. The south staging area is unlikely to be demobilized unless flood waters are expected to overtop the levee system. If all parties are in agreement, it shall be considered a Project Demobilization. A Project Demobilization may include, but is not limited to, a single removal of all machinery, materials, fencing, BMP's, and any non-native material from the staging area(s). The work shall include removal of any temporary fill vulnerable to erosion and grading of all areas to pre-mobilization elevations. Contractor will be paid as agreed to in the Bid Proposal Item Alt. No.3. This item also includes the cost to remobilize equipment, materials, and re-establish fencing, BMP's, and non-native materials to staging areas. This bid item is in addition to Bid Proposal Item Alt. No. 2 and both shall be paid if both the River Demobilization and Project Demobilization occur.

No payments will be made for costs covered by the Contractor's builder risk insurance.

16 AS-BUILT SURVEY

Contractor to provide an as-built survey to the U.S. Army Corps of Engineers Rock Island District in the form of a PDF and an electronic version in .dwg format within 180 days of completion of the project.

DIVISION 4

SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** in accordance with the 2021 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the SUDAS, except as amended or supplemented as follows:

Riverwise Engineering

Cedar River Recreational Improvements Project
Cedar River, Cedar Falls, Iowa
Bid Proposal Cost Estimate - August 29, 2021

Item Number	Description	Estimated Quantity	Unit	Unit Price	Item Total Price
1	Mobilization	1	Lump Sum	$ 370,000	$ 370,000
2	Silt Fencing	1500	Lin. Ft.	$ 6	$ 9,000
3	Straw Waddle	300	Lin. Ft.	$ 8	$ 2,400
4	Cofferdam Installation and Removal	7	Lump Sum	$ 70,000	$ 490,000
5	River Right Access Road	1	Lump Sum	$ 85,000	$ 85,000
Structure #2- Put-in River Right					
6	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	155	Cubic Yards Grouted Rock	$ 250	$ 38,796
7	Concrete - low flow	35	Cubic Yards Concrete	$ 275	$ 9,549
8	Subgrade - Clean angular 3-8" cobble	233	Cubic Yds.	$ 75	$ 17,458
Structure #3					
9	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	140	Cubic Yards Grouted Rock	$ 250	$ 35,074
10	Concrete- low flow	22	Cubic Yards Concrete	$ 275	$ 6,111
11	Subgrade - Clean angular 3-8" cobble	105	Cubic Yds.	$ 75	$ 7,892
Structure #4					
12	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	56	Cubic Yards Grouted Rock	$ 250	$ 14,056
13	Concrete- low flow	35	Cubic Yards Concrete	$ 275	$ 9,549
14	Subgrade - Clean angular 3-8" cobble	28	Cubic Yds.	$ 75	$ 2,108
Structure #5					
15	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	148	Cubic Yards Grouted Rock	$ 250	$ 36,944
16	Concrete- low flow	28	Cubic Yards Concrete	$ 275	$ 7,639
17	Subgrade - Clean angular 3-8" cobble	369	Cubic Yds.	$ 75	$ 27,708
Structure #6- Take-out River Right					
18	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	320	Cubic Yards Grouted Rock	$ 250	$ 80,000
19	Subgrade - Clean angular 3-8" cobble	300	Cubic Yds.	$ 75	$ 22,500
Structure #7- Clay Hole Safety and Recreational Improvements					
20	Boulder Fill: Includes excavation/fill, placement,	157	Cubic Yards	$ 250	$ 39,333
21	Concrete- low flow	115	Cubic Yards Concrete	$ 275	$ 31,625
22	Concrete Demolition and Shaping	1	Lump Sum	$ 45,000	$ 45,000
23	Subgrade - Clean angular 3-8" cobble	393	Cubic Yds.	$ 75	$ 29,500
Structure #8- Take-out River Left					
24	Boulder Fill: Includes excavation/fill, placement, grouting, and backfill.	30	Cubic Yards Grouted Rock	$ 250	$ 7,537
25	Concrete- low flow	28	Cubic Yards Concrete	$ 275	$ 7,700
26	Subgrade - Clean angular 3-8" cobble	45	Cubic Yds.	$ 75	$ 3,392
Miscellaneous					
27	Large Random Boulders, 7' Diameter	23	Each	$ 600	$ 13,800
28	Boat Ramp Terracing	393	Cubic Yards Grouted Rock	$ 250	$ 98,333
29	Boat Ramp Area Trails	7	Cubic Yards Concrete	$ 275	$ 2,037
30	Miscellaneous Equipment Hours	200	hours	$ 275	$ 55,000
31	Northeast Parking Lot Repair-Seal Coat	4000	Sq. Yds.	$ 7	$ 28,000

Riverwise Engineering, LLC
PO Box 706
Durango, CO 81302

Riverwise Engineering

Upland					
32	Concrete/Rebar River Clean up	1	Lump Sum	$ 5,500	$ 5,500
33	Concrete Mowbands	820	Lin. Ft.	$ 12	$ 9,840
34	Removal of Concrete Bike Trail	3,100	Sq. Ft.	$ 15	$ 46,500
35	New Concrete Bike Trail	3,400	Sq. Ft.	$ 15	$ 51,000
36	Upland Path (6' wide w/curbs)	6,000	Sq. Ft.	$ 17	$ 102,000
37	Shoreline Path (4'& 5' wide w/curbs)	3,200	Lin. Ft.	$ 17	$ 54,400
38	Seal Chute	1	Lump Sum	$ 15,000	$ 15,000
39	Specialty Stone @ Upper Plaza	120	Tons	$ 320	$ 38,400
40	Stone Seat Wall @ Upper Plaza	56	Tons	$ 480	$ 26,880
41	Upper Terrace Concrete	1,830	Sq. Ft.	$ 28	$ 51,240
42	Synthetic Turf	1	Lump Sum	$ 27,000	$ 27,000
43	Lower Terrace Concrete (turtle)	1,250	Sq. Ft.	$ 28	$ 35,000
44	Stone Bank Reinforcement	1,643	Tons	$ 350	$ 575,050
45	Wood Bridges	3	Each	$ 4,000	$ 12,000
46	Existing Features Relocation (bollard lights)	3	Each	$ 1,400	$ 4,200
47	Signage 4 large& 5 small	9	Each	$ 3,000	$ 27,000
48	Northwest Parking Lot Repair-Seal Coat	2,500	Sq. Yds.	$ 7	$ 17,500
49	Add Shower to Shoreline	1	Each	$ 5,000	$ 5,000
50	Benches	3	Each	$ 6,000	$ 18,000
51	Planting (Rip Rap re-use planting pockets)	1,973	Sq. Ft.	$ 4	$ 7,892
52	Planting, Trees, Shrubs, Lawns & Seeding	1	Lump Sum	$ 60,000	$ 60,000
53	Irrigation	1	Lump Sum	$ 20,000	$ 20,000
54	Contingency	Estimate			$ 350,895
55	Upland Contingency	Estimate			$ 265,800
				Base Improvements Total	**$ 3,459,139**
Alt. No. 1	Lighting at Trees and Bridge	1	Lump Sum	$ 99,000	$ 99,000
Alt. No. 2	River Demobilization	1	Each	$ 50,000	$ 50,000
Alt. No. 3	Project Demobilization	1	Each	$ 150,000	$ 150,000
				Base Improvements plus Alt. No. 1 Total	**$ 3,558,139**
				Base Improvements plus Alt. Nos. 1, 2, and 3 Total	**$ 3,758,139**

Daily Invoices for Council Meeting 09/07/21

PREPARED 08/31/2021, 10:04:18
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 12/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	187.84		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
				ACCOUNT TOTAL			187.84	.00	187.84
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	160.51		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
270		02/22	AP	08/17/21	0396059	CMRS-POC	103.06		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
				ACCOUNT TOTAL			263.57	.00	263.57
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	13.46		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
				ACCOUNT TOTAL			13.46	.00	13.46
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
201		03/22	AP	08/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	269.53		08/27/21
	POP-UP NOTES, #2, #4, &					#5 PADDED MAIL ENVELOPES			
201		03/22	AP	07/23/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	77.24		08/27/21
	LAMINATOR POUCHES, COPY					PAPER, MAGIC TAPE (3/4")			
				ACCOUNT TOTAL			346.77	.00	346.77
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING									
266		03/22	AP	08/16/21	0000000	PARKADE PRINTER, INC.	208.00		08/27/21
	OUTRECH BROCHURE PRINTING								
201		03/22	AP	08/11/21	0000000	PARKADE PRINTER, INC.	181.95		08/27/21
	CFPL LETTERHEAD (CIRC.					DEPARTMENT)			
201		03/22	AP	08/05/21	0000000	PARKADE PRINTER, INC.	128.65		08/27/21
	ENVELOPES (B&W W/ WINDOW)								
				ACCOUNT TOTAL			518.60	.00	518.60
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	43.42		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
266		03/22	AP	07/27/21	0000000	QUADIENT FINANCE USA, INC.	300.00		08/27/21
	POSTAGE								
				ACCOUNT TOTAL			343.42	.00	343.42

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
266		03/22	AP	08/20/21	0000000	FARONICS TECHNOLOGIES USA INC	2,623.00		08/27/21
		CLOUD CONNECTOR & DEEP				FREEZE FY22 RENEWALS			
266		03/22	AP	08/12/21	0000000	GORDON FLESCH COMPANY INC	1,031.09		08/27/21
		COPIER CONTRACT				015-1483981-000			
						ACCOUNT TOTAL	3,654.09	.00	3,654.09
101-1060-423.85-01 UTILITIES / UTILITIES									
201		03/22	AP	08/05/21	0000000	CEDAR FALLS UTILITIES	7,399.67		08/27/21
		LIBRARY UTILITIES							
						ACCOUNT TOTAL	7,399.67	.00	7,399.67
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
201		03/22	AP	07/30/21	0000000	BLUE BIN RECYCLING	150.00		08/27/21
		CURBSIDE RECYCLING							
201		03/22	AP	07/26/21	0000000	CITY LAUNDERING CO.	116.31		08/27/21
		FIRST AID SUPPLY SERVICE-				LIBRARY			
						ACCOUNT TOTAL	266.31	.00	266.31
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
201		03/22	AP	08/09/21	0000000	WATERLOO PUBLIC LIBRARY	19.95		08/27/21
		ADULT BOOKS							
201		03/22	AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	25.20		08/27/21
		ADULT BOOKS (MEM RAPP)							
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	39.43		08/27/21
		ADULT BOOKS (MEM HEMRICH)							
201		03/22	AP	07/30/21	0000000	BAKER & TAYLOR BOOKS	45.94		08/27/21
		ADULT BOOKS (MEM HEMRICH)							
						ACCOUNT TOTAL	130.52	.00	130.52
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	19.93		08/27/21
		YOUTH BOOKS (MEM GEARY)							
						ACCOUNT TOTAL	19.93	.00	19.93
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
266		03/22	AP	08/18/21	0000000	HENDRIX, GRADY	350.00		08/27/21
		FOTL:ADULT-AUTHOR TRAVEL				COSTS			
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	237.00		08/27/21
		FOTL:ADULT-ADULT BOOKS							

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM							continued		
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	80.45		08/27/21
	FOTL:ADULT-ADULT BOOKS								
						ACCOUNT TOTAL	667.45	.00	667.45
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
266		03/22	AP	08/20/21	0000000	SCOOPSKIS 5 CORNERS	575.00		08/27/21
	BERG 2 RMB SLP '21-GIFT					CARDS ($5 X 115)			
266		03/22	AP	08/20/21	0000000	URBAN PIE	850.00		08/27/21
	BERG 2 RMB SLP '21-GIFT					CARDS ($10 X 85)			
201		03/22	AP	08/06/21	0000000	YE OLDE STRIPPERY	2,122.00		08/27/21
	BERG 2 RMB REUPHOLSTERY-					LABOR &MATERIAL 4 1 CHAIR			
						ACCOUNT TOTAL	3,547.00	.00	3,547.00
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
266		03/22	AP	08/17/21	0000000	LIBRARY IDEAS, LLC	24.75		08/27/21
	CHARGING CORDS & BLOCKS								
201		03/22	AP	08/09/21	0000000	FINDAWAY WORLD LLC	86.91		08/27/21
	LANYARDS (X25)								
201		03/22	AP	07/23/21	0000000	GAYLORD BROS., INC.	41.89		08/27/21
	ARCHIVAL SUPPLIES-TEXT					PRINT ENVELOPES (25/PACK)			
						ACCOUNT TOTAL	153.55	.00	153.55
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
201		03/22	AP	08/01/21	0000000	OCLC, INC.	743.86		08/27/21
	CATALOG AND METADATA					SUBSCRIPTION			
266		03/22	AP	08/01/21	0000000	OVERDRIVE, INC.	3,000.00		08/27/21
	OVERDRIVE PLATFORM FEE					AUG 2021-JULY 2022			
						ACCOUNT TOTAL	3,743.86	.00	3,743.86
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	147.18		08/27/21
	ADULT BOOKS								
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	292.25		08/27/21
	ADULT BOOKS								
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR BOOKS	345.74		08/27/21
	ADULT BOOKS								
201		03/22	AP	08/11/21	0000000	BAKER & TAYLOR BOOKS	435.14		08/27/21
	ADULT BOOKS								
201		03/22	AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	155.87		08/27/21
	ADULT BOOKS								
201		03/22	AP	08/05/21	0000000	BAKER & TAYLOR BOOKS	372.10		08/27/21

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
						ADULT BOOKS			
201		03/22	AP	08/05/21	0000000	BAKER & TAYLOR BOOKS	20.00		08/27/21
						ADULT BOOKS			
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	351.02		08/27/21
						ADULT BOOKS			
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	183.67		08/27/21
						ADULT BOOKS			
201		03/22	AP	07/30/21	0000000	BAKER & TAYLOR BOOKS	219.98		08/27/21
						ADULT BOOKS			
201		03/22	AP	07/27/21	0000000	BAKER & TAYLOR BOOKS	224.29		08/27/21
						ADULT BOOKS			
201		03/22	AP	07/26/21	0000000	BAKER & TAYLOR BOOKS	140.40		08/27/21
						ADULT BOOKS			
						ACCOUNT TOTAL	2,887.64	.00	2,887.64
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	88.03		08/27/21
						YOUNG ADULT BOOKS			
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	10.79		08/27/21
						YOUNG ADULT BOOKS			
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR BOOKS	17.38		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	08/11/21	0000000	BAKER & TAYLOR BOOKS	10.19		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	38.69		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	193.55		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	18.95		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	07/30/21	0000000	BAKER & TAYLOR BOOKS	40.85		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	07/27/21	0000000	BAKER & TAYLOR BOOKS	50.89		08/27/21
						YOUNG ADULT BOOKS			
201		03/22	AP	07/26/21	0000000	BAKER & TAYLOR BOOKS	302.76		08/27/21
						YOUNG ADULT BOOKS			
						ACCOUNT TOTAL	772.08	.00	772.08
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	765.03		08/27/21
						YOUTH BOOKS			
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	19.16		08/27/21
						YOUTH BOOKS			
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	99.75		08/27/21
						YOUTH BOOKS			

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS							continued		
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR BOOKS	117.31		08/27/21
		YOUTH BOOKS							
266		03/22	AP	08/17/21	0000000	LIBRARY IDEAS, LLC	857.00		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/11/21	0000000	BAKER & TAYLOR BOOKS	48.85		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	367.72		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/05/21	0000000	BAKER & TAYLOR BOOKS	29.14		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	46.83		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	1,286.85		08/27/21
		YOUTH BOOKS							
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	13.99		08/27/21
		YOUTH BOOKS							
201		03/22	AP	07/30/21	0000000	BAKER & TAYLOR BOOKS	33.32		08/27/21
		YOUTH BOOKS							
201		03/22	AP	07/27/21	0000000	BAKER & TAYLOR BOOKS	24.85		08/27/21
		YOUTH BOOKS							
201		03/22	AP	07/26/21	0000000	BAKER & TAYLOR BOOKS	27.35		08/27/21
		YOUTH BOOKS							
						ACCOUNT TOTAL	3,737.15	.00	3,737.15
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	90.96		08/27/21
		LARGE PRINT BOOKS							
266		03/22	AP	08/13/21	0000000	CENGAGE LEARNING INC	50.38		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	08/11/21	0000000	BAKER & TAYLOR BOOKS	18.00		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	08/05/21	0000000	CENGAGE LEARNING INC	27.29		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR BOOKS	18.00		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR BOOKS	37.19		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	08/01/21	0000000	CENTER POINT LARGE PRINT	46.74		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	07/27/21	0000000	BAKER & TAYLOR BOOKS	17.10		08/27/21
		LARGE PRINT BOOKS							
201		03/22	AP	07/26/21	0000000	BAKER & TAYLOR BOOKS	17.40		08/27/21
		LARGE PRINT BOOKS							
						ACCOUNT TOTAL	323.06	.00	323.06

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR BOOKS	22.00		08/27/21
	ADULT CD BOOKS								
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR BOOKS	38.50		08/27/21
	ADULT CD BOOKS								
201		03/22	AP	08/10/21	0000000	FINDAWAY WORLD LLC	348.69		08/27/21
	ADULT PLAYAWAY AUDIO								
201		03/22	AP	08/05/21	0000000	BAKER & TAYLOR ENTERTAINMENT	10.28		08/27/21
	ADULT CD MUSIC								
201		03/22	AP	08/05/21	0000000	BAKER & TAYLOR ENTERTAINMENT	9.54		08/27/21
	ADULT CD MUSIC								
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	20.56		08/27/21
	ADULT CD MUSIC								
201		03/22	AP	07/28/21	0000000	FINDAWAY WORLD LLC	139.72		08/27/21
	ADULT PLAYAWAYS								
201		03/22	AP	07/23/21	0000000	BAKER & TAYLOR ENTERTAINMENT	19.09		08/27/21
	ADULT CD MUSIC								
						ACCOUNT TOTAL	608.38	.00	608.38
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
266		03/22	AP	08/18/21	0000000	BAKER & TAYLOR ENTERTAINMENT	17.39		08/27/21
	ADULT VIDEOS								
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR ENTERTAINMENT	28.22		08/27/21
	ADULT VIDEOS								
266		03/22	AP	08/17/21	0000000	BAKER & TAYLOR ENTERTAINMENT	47.10		08/27/21
	ADULT VIDEOS								
266		03/22	AP	08/16/21	0000000	BAKER & TAYLOR ENTERTAINMENT	60.87		08/27/21
	ADULT VIDEOS								
266		03/22	AP	08/16/21	0000000	BAKER & TAYLOR ENTERTAINMENT	68.83		08/27/21
	ADULT VIDEOS								
266		03/22	AP	08/12/21	0000000	BAKER & TAYLOR ENTERTAINMENT	22.47		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/10/21	0000000	BAKER & TAYLOR ENTERTAINMENT	41.28		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/10/21	0000000	BAKER & TAYLOR ENTERTAINMENT	18.11		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/06/21	0000000	MIDWEST TAPE, LLC	44.98		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	43.48		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	60.85		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	15.22		08/27/21
	ADULT VIDEOS								
201		03/22	AP	08/03/21	0000000	BAKER & TAYLOR ENTERTAINMENT	18.11		08/27/21
	ADULT VIDEOS								
201		03/22	AP	07/27/21	0000000	BAKER & TAYLOR ENTERTAINMENT	66.66		08/27/21
	ADULT VIDEOS								

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO							continued		
	201		03/22 AP	07/23/21	0000000	BAKER & TAYLOR ENTERTAINMENT	47.79		08/27/21
		ADULT VIDEOS							
	201		03/22 AP	07/22/21	0000000	BAKER & TAYLOR ENTERTAINMENT	98.55		08/27/21
		ADULT VIDEOS							
				ACCOUNT TOTAL			699.91	.00	699.91
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
	266		03/22 AP	08/18/21	0000000	INGRAM ENTERTAINMENT INC.	136.98		08/27/21
		YOUNG ADULT VIDEO GAMES							
	266		03/22 AP	08/18/21	0000000	INGRAM ENTERTAINMENT INC.	26.99		08/27/21
		ADULT VIDEO GAMES							
	266		03/22 AP	08/11/21	0000000	INGRAM ENTERTAINMENT INC.	36.99		08/27/21
		YOUNG ADULT VIDEO GAMES							
	201		03/22 AP	07/28/21	0000000	INGRAM ENTERTAINMENT INC.	260.30		08/27/21
		ADULT VIDEO GAMES							
	201		03/22 AP	07/28/21	0000000	INGRAM ENTERTAINMENT INC.	460.55		08/27/21
		YOUNG ADULT VIDEO GAMES							
	201		03/22 AP	07/26/21	0000000	INGRAM ENTERTAINMENT INC.	66.99		08/27/21
		YOUNG ADULT VIDEO GAMES							
	201		03/22 AP	07/23/21	0000000	INGRAM ENTERTAINMENT INC.	126.98		08/27/21
		YOUNG ADULT VIDEO GAMES							
				ACCOUNT TOTAL			1,115.78	.00	1,115.78
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS									
	201		03/22 AP	08/04/21	0000000	SCHOOL LIBRARY JOURNAL	136.99		08/27/21
		SCHOOL LIBRARY JOURNAL 1Y				SUB 07/21-06/22			
				ACCOUNT TOTAL			136.99	.00	136.99
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
	201		03/22 AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	35.74		08/27/21
		YOUTH CD BOOKS							
				ACCOUNT TOTAL			35.74	.00	35.74
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
	266		03/22 AP	08/12/21	0000000	MIDWEST TAPE, LLC	75.72		08/27/21
		YOUTH VIDEOS							
	201		03/22 AP	08/06/21	0000000	MIDWEST TAPE, LLC	50.98		08/27/21
		YOUTH VIDEOS							
	201		03/22 AP	07/30/21	0000000	MIDWEST TAPE, LLC	146.93		08/27/21
		YOUTH VIDEOS							
	201		03/22 AP	07/23/21	0000000	MIDWEST TAPE, LLC	7.49		08/27/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO							continued		
		YOUTH VIDEOS							
201		03/22	AP	07/15/21	0000000	MIDWEST TAPE, LLC	14.98		08/27/21
		YOUTH VIDEOS							
						ACCOUNT TOTAL	296.10	.00	296.10
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
201		03/22	AP	08/07/21	0000000	BAKER & TAYLOR BOOKS	24.74		08/27/21
		YOUNG ADULT CD BOOKS							
201		03/22	AP	07/26/21	0000000	BAKER & TAYLOR BOOKS	23.64		08/27/21
		YOUNG ADULT CD BOOKS							
						ACCOUNT TOTAL	48.38	.00	48.38
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
266		03/22	AP	08/13/21	0000000	OVERDRIVE, INC.	365.85		08/27/21
		ADULT E-BOOKS							
201		03/22	AP	08/03/21	0000000	OVERDRIVE, INC.	547.14		08/27/21
		ADULT E-BOOKS							
201		03/22	AP	07/31/21	0000000	OVERDRIVE, INC.	202.49		08/27/21
		ADULT E-BOOKS							
201		03/22	AP	07/26/21	0000000	OVERDRIVE, INC.	404.98		08/27/21
		ADULT E-BOOKS							
						ACCOUNT TOTAL	1,520.46	.00	1,520.46
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS									
201		03/22	AP	08/04/21	0000000	OVERDRIVE, INC.	490.82		08/27/21
		YOUTH E-BOOKS							
201		03/22	AP	07/31/21	0000000	OVERDRIVE, INC.	74.98		08/27/21
		YOUTH E-BOOKS							
						ACCOUNT TOTAL	565.80	.00	565.80
101-1061-423.93-01 EQUIPMENT / EQUIPMENT									
201		03/22	AP	07/29/21	0000000	DELL MARKETING L.P.	5,410.75		08/27/21
		YOUTH DEPARTMENT PUBLIC				COMPUTERS			
						ACCOUNT TOTAL	5,410.75	.00	5,410.75
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	2.44		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
270		02/22	AP	08/17/21	0396059	CMRS-POC	22.46		08/19/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE						continued			
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			
						ACCOUNT TOTAL	24.90	.00	24.90
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	.51		08/19/21
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			
						ACCOUNT TOTAL	.51	.00	.51
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
223		02/22	AP	08/10/21	0396051	BLACK HAWK CO.RECORDER	17.00		08/11/21
						RCD:RESOLUTION #22,453			
223		02/22	AP	08/10/21	0396051	BLACK HAWK CO.RECORDER	7.00		08/11/21
						RCD:NTC.OF PUBLIC HEARING CV COMMERCIAL			
223		02/22	AP	08/10/21	0396051	BLACK HAWK CO.RECORDER	22.00		08/11/21
						RCD:RESOLUTION #22,460			
223		02/22	AP	08/10/21	0396051	BLACK HAWK CO.RECORDER	17.00		08/11/21
						RCD:MEMO.AGRMT.-PRIV.DEV. CV COMMERCIAL			
						ACCOUNT TOTAL	63.00	.00	63.00
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
270		02/22	AP	08/17/21	0396059	CMRS-POC	.51		08/19/21
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			
						ACCOUNT TOTAL	.51	.00	.51
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	139.46		08/27/21
						UTILITIES THRU 08/01/21			
						ACCOUNT TOTAL	139.46	.00	139.46
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
270		02/22	AP	08/18/21	0396060	THOMAS L MONICK	25.00		08/19/21
						RFD:OVERPMT.BURIAL PERMIT			
						ACCOUNT TOTAL	25.00	.00	25.00
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	3.57		08/19/21
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE						continued			
						ACCOUNT TOTAL	3.57	.00	3.57
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	299.15		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	299.15	.00	299.15
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	220.02		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	220.02	.00	220.02
101-2235-412.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
300		02/22	AP	08/18/21	0396067	REKWARD, GREG	5,000.00		08/25/21
		SETTLEMENT-LUMP SUM SEV.				EMOTIONAL DISTRESS			
						ACCOUNT TOTAL	5,000.00	.00	5,000.00
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	180.92		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	180.92	.00	180.92
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	96.39		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	96.39	.00	96.39
101-2253-423.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	6,662.50		08/27/21
		UTILITIES THRU 08/01/21							
						ACCOUNT TOTAL	6,662.50	.00	6,662.50
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	10,450.65		08/27/21
		UTILITIES THRU 08/01/21							

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES							continued		
						ACCOUNT TOTAL	10,450.65	.00	10,450.65
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
270		02/22	AP	08/16/21	0396061	WATERLOO-CEDAR FALLS SYMPHONY	75.00		08/19/21
		RFD:BEACH HOUSE RENTAL							
						ACCOUNT TOTAL	75.00	.00	75.00
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	53.60		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	53.60	.00	53.60
101-2280-423.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	1,010.02		08/27/21
		UTILITIES THRU 08/01/21							
						ACCOUNT TOTAL	1,010.02	.00	1,010.02
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
300		02/22	AP	08/17/21	0396064	CAROLON JOHNSON	40.00		08/25/21
		REFUND-CLASS CANCELLED				DUE TO COVID-19			
300		02/22	AP	08/12/21	0396062	AMANDA LYNCH	105.00		08/25/21
		REF.-DEPOSIT & 1/2 RENTAL							
223		02/22	AP	08/09/21	0396054	RYAN MCGEOUGH	500.00		08/11/21
		REFUND-SECURITY DEPOSIT							
						ACCOUNT TOTAL	645.00	.00	645.00
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	605.55		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	605.55	.00	605.55
101-4511-414.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	5.25		08/27/21
		UTILITIES THRU 08/01/21							
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	5,865.39		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	5,870.64	.00	5,870.64

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	35.30		08/27/21
	UTILITIES THRU 08/01/21								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	139.91		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	175.21	.00	175.21
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	193.45		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
						ACCOUNT TOTAL	193.45	.00	193.45
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
300		02/22	AP	08/18/21	0396068	SCHWAN, KENDALL	13.69		08/25/21
	RMB:MEAL-ASSAULT INVEST.					WEST DES MOINES;#21-64322			
						ACCOUNT TOTAL	13.69	.00	13.69
101-5521-415.85-01 UTILITIES / UTILITIES									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	3,872.19		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	3,872.19	.00	3,872.19
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	108.81		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	108.81	.00	108.81
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	5.10		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
						ACCOUNT TOTAL	5.10	.00	5.10
101-6613-433.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	285.91		08/27/21
	UTILITIES THRU 08/01/21								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	235.41		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	521.32	.00	521.32

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	6,978.17		08/27/21
	UTILITIES THRU 08/01/21								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	5,307.52		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	12,285.69	.00	12,285.69
101-6623-423.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	1,273.81		08/27/21
	UTILITIES THRU 08/01/21								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	34.16		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	1,307.97	.00	1,307.97
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	682.58		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
						ACCOUNT TOTAL	682.58	.00	682.58
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
237		02/22	AP	08/01/21	0396056	CENTURYLINK	61.56		08/13/21
	CEDAR RIVER GAUGE-JUL'21								
						ACCOUNT TOTAL	61.56	.00	61.56
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	26.61		08/19/21
	POC#8031880-REPL.POSTAGE					05/17/21-08/17/21			
						ACCOUNT TOTAL	26.61	.00	26.61
101-6633-423.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	1,132.33		08/27/21
	UTILITIES THRU 08/01/21								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	1,555.82		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	2,688.15	.00	2,688.15
						FUND TOTAL	92,782.98	.00	92,782.98

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	121.02		08/27/21
		UTILITIES THRU 08/01/21							
						ACCOUNT TOTAL	121.02	.00	121.02
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	31.82		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	31.82	.00	31.82
206-6637-436.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	226.47		08/27/21
		UTILITIES THRU 08/01/21							
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	3,303.62		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	3,530.09	.00	3,530.09
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	10.40		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	10.40	.00	10.40
206-6647-436.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	494.49		08/27/21
		UTILITIES THRU 08/01/21							
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	2,575.75		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	3,070.24	.00	3,070.24
						FUND TOTAL	6,763.57	.00	6,763.57
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0037815	CMRS-POC	256.40		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	256.40	.00	256.40
						FUND TOTAL	256.40	.00	256.40
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0004663	CMRS-POC	50.77		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	50.77	.00	50.77
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER		17.00	08/16/21
		ACCOUNT CORRECTION				RCD:CDBG SW INFILL PROJ.			
		PROJECT#: 023248							
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER		17.00	08/16/21
		ACCOUNT CORRECTION				RCD:CDBG SW INFILL PROJ.			
		PROJECT#: 023248							
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER		17.00	08/16/21
		ACCOUNT CORRECTION				RCD:CDBG SW INFILL PROJ.			
		PROJECT#: 023248							
						ACCOUNT TOTAL	.00	51.00	51.00-
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT									
270		02/22	AP	08/18/21	0004662	BLACK HAWK CO.RECORDER	17.00		08/19/21
		RCD:CDBG SW INFILL PROJ.				TEMP.EASE.-C LARSEN			
		PROJECT#: 023248							
270		02/22	AP	08/18/21	0004662	BLACK HAWK CO.RECORDER	17.00		08/19/21
		RCD:CDBG SW INFILL PROJ.				TEMP.EASE.-V HILLNER			
		PROJECT#: 023248							
237		02/22	AP	08/13/21	0004655	CRAIG LARSEN	699.60		08/13/21
		3248-'21 CDBG SDEWLK INF.				PARCEL#1-TEMP.EASE.AGRMT.			
		PROJECT#: 023248							
263		02/22	AP	08/13/21	0004661	VALERIE HILLNER	699.60		08/17/21
		3248-'21 CDBG SDEWLK INF.				PARCEL#4-TEMP.EASE.AGRMT.			
		PROJECT#: 023248							
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER	17.00		08/16/21
		RCD:CDBG SW INFILL PROJ.				TEMP.EASE.-D.BERREGAARD			
		PROJECT#: 023248							
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER	17.00		08/16/21
		RCD:CDBG SW INFILL PROJ.				TEMP.EASE.-C.PURNELL			

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT						continued			
PROJECT#: 023248									
247		01/22	AP	07/21/21	0004646	BLACK HAWK CO.RECORDER	17.00		08/16/21
		RCD:CDBG SW INFILL PROJ.				TEMP.EASE.-NO BOUNDARY			
PROJECT#: 023248									
						ACCOUNT TOTAL	1,484.20	.00	1,484.20
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2218		12/21	AP	04/12/21	0004627	BLACK HAWK CO.RECORDER	7.00		08/10/21
		RCD:SATISFACT.& DISCHARGE				PETER HUIZNGA/PENNY POPP			
2218		12/21	AP	10/06/20	0004595	BLACK HAWK CO.RECORDER	7.00		08/10/21
		RCD:SATISFACT.& DISCHARGE				SCOTT N. PARKHURST			
2218		12/21	AP	10/06/20	0004595	BLACK HAWK CO.RECORDER	7.00		08/10/21
		RCD:SATISFACT.& DISCHARGE				KATHERINE A. CLAASSEN			
237		02/22	AP	08/11/21	0004654	BLACK HAWK CO.RECORDER	7.00		08/13/21
		RCD:SATISFACT.& DISCHARGE				MICHAEL RATH			
						ACCOUNT TOTAL	28.00	.00	28.00
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.									
2218		12/21	AP	04/12/21	0004627	BLACK HAWK CO.RECORDER		7.00	08/10/21
		ACCOUNT CORRECTION				RCD:SATISFACT.& DISCHARGE			
2218		12/21	AP	10/06/20	0004595	BLACK HAWK CO.RECORDER		7.00	08/10/21
		ACCOUNT CORRECTION				RCD:SATISFACT.& DISCHARGE			
2218		12/21	AP	10/06/20	0004595	BLACK HAWK CO.RECORDER		7.00	08/10/21
		ACCOUNT CORRECTION				RCD:SATISFACT.& DISCHARGE			
						ACCOUNT TOTAL	.00	21.00	21.00-
						FUND TOTAL	1,562.97	72.00	1,490.97
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	21.00		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	21.00	.00	21.00
						FUND TOTAL	21.00	.00	21.00

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 258 PARKING FUND									
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS									
316		02/22	AP	05/11/21	0396072	PARTEK SOLUTIONS, INC.	2,984.58		08/27/21
		PARKING CITATION PAPER,				PLATE SETUP;REDO #137267			
						ACCOUNT TOTAL	2,984.58	.00	2,984.58
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	7.14		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	7.14	.00	7.14
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	15.75		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	15.75	.00	15.75
						FUND TOTAL	3,007.47	.00	3,007.47
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	668.83		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	668.83	.00	668.83
261-2291-423.85-01 UTILITIES / UTILITIES									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	1,059.87		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	1,059.87	.00	1,059.87
						FUND TOTAL	1,728.70	.00	1,728.70
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
202		03/22	AP	08/06/21	0000000	DEMCO, INC	116.16		08/27/21
		GLASS MOUNTED SIGN HOLDER				8.5 X 11" (X4)			
						ACCOUNT TOTAL	116.16	.00	116.16

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
202		03/22	AP	08/05/21	0000000	CEDAR FALLS UTILITIES	1,409.46		08/27/21
	COMMUNITY CENTR UTILITIES								
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	107.45		08/13/21
	UTILITIES THRU 07/20/21								
						ACCOUNT TOTAL	1,516.91	.00	1,516.91
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
202		03/22	AP	07/28/21	0000000	CITY LAUNDERING CO.	199.03		08/27/21
	FIRST AID SUPPLY SERVICE-					COMMUNITY CENTER			
						ACCOUNT TOTAL	199.03	.00	199.03
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
267		03/22	AP	08/17/21	0000000	COMMUNITY MAIN STREET	50.00		08/27/21
	GIFT CERTIFICATES (2x$25)								
267		03/22	AP	08/12/21	0000000	CEDAR FALLS RECREATION DIVISI	24.00		08/27/21
	WATER WALKING ADMISSIONS								
202		03/22	AP	08/04/21	0000000	SHIRT SHACK INC., THE	479.50		08/27/21
	WALKING WEDNESDAY SHIRTS								
202		03/22	AP	07/27/21	0000000	MASMAR, MANDY SUE	40.00		08/27/21
	SENIOR LINE DANCING FOR					JULY '21			
						ACCOUNT TOTAL	593.50	.00	593.50
						FUND TOTAL	2,425.60	.00	2,425.60

FUND 291 POLICE FORFEITURE FUND
FUND 292 POLICE RETIREMENT FUND
FUND 293 FIRE RETIREMENT FUND
FUND 294 LIBRARY RESERVE
FUND 295 SOFTBALL PLAYER CAPITAL
FUND 296 GOLF CAPITAL
FUND 297 REC FACILITIES CAPITAL
FUND 298 HEARST CAPITAL
FUND 311 DEBT SERVICE FUND
FUND 402 WASHINGTON PARK FUND
FUND 404 FEMA
FUND 405 FLOOD RESERVE FUND
FUND 407 VISION IOWA PROJECT

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 408 STREET IMPROVEMENT FUND									
FUND 430 2004 TIF BOND									
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION									
	316	02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	247.12		08/27/21
		UTILITIES THRU 08/01/21							
						ACCOUNT TOTAL	247.12	.00	247.12
						FUND TOTAL	247.12	.00	247.12
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE									
	270	02/22	AP	08/17/21	0396059	CMRS-POC	129.04		08/19/21
		POC#8031880-REPL.POSTAGE 05/17/21-08/17/21							
						ACCOUNT TOTAL	129.04	.00	129.04
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
	270	02/22	AP	08/17/21	0396059	CMRS-POC	147.95		08/19/21
		POC#8031880-REPL.POSTAGE 05/17/21-08/17/21							
						ACCOUNT TOTAL	147.95	.00	147.95
551-6685-436.85-01 UTILITIES / UTILITIES									
	316	02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	1,586.97		08/27/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.85-01 UTILITIES / UTILITIES							continued		
						UTILITIES THRU 08/01/21			
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	2,354.13		08/13/21
						UTILITIES THRU 07/20/21			
						ACCOUNT TOTAL	3,941.10	.00	3,941.10
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	6,093.35		08/13/21
						UTILITIES THRU 07/20/21			
						ACCOUNT TOTAL	6,093.35	.00	6,093.35
						FUND TOTAL	10,311.44	.00	10,311.44
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	20.60		08/19/21
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			
						ACCOUNT TOTAL	20.60	.00	20.60
552-6655-436.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	7,256.31		08/27/21
						UTILITIES THRU 08/01/21			
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	4,314.22		08/13/21
						UTILITIES THRU 07/20/21			
						ACCOUNT TOTAL	11,570.53	.00	11,570.53
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
223		02/22	AP	08/10/21	0396050	AUDREY KITTREL	71.36		08/11/21
						RMB: SLIPLINING PROJECT 903 IOWA STREET			
						ACCOUNT TOTAL	71.36	.00	71.36
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE									
270		02/22	AP	08/17/21	0396059	CMRS-POC	28.45		08/19/21
						POC#8031880-REPL.POSTAGE 05/17/21-08/17/21			
						ACCOUNT TOTAL	28.45	.00	28.45
552-6665-436.85-01 UTILITIES / UTILITIES									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.85-01 UTILITIES / UTILITIES							continued		
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	16,292.50		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	16,292.50	.00	16,292.50
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	6,093.33		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	6,093.33	.00	6,093.33
						FUND TOTAL	34,076.77	.00	34,076.77
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	4.08		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	4.08	.00	4.08
555-6630-432.85-01 UTILITIES / UTILITIES									
316		02/22	AP	08/01/21	0396070	CEDAR FALLS UTILITIES	43.32		08/27/21
		UTILITIES THRU 08/01/21							
						ACCOUNT TOTAL	43.32	.00	43.32
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
237		02/22	AP	07/20/21	0396055	CEDAR FALLS UTILITIES	6,093.33		08/13/21
		UTILITIES THRU 07/20/21							
						ACCOUNT TOTAL	6,093.33	.00	6,093.33
						FUND TOTAL	6,140.73	.00	6,140.73
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
270		02/22	AP	08/17/21	0396059	CMRS-POC	67.76		08/19/21
		POC#8031880-REPL.POSTAGE				05/17/21-08/17/21			
						ACCOUNT TOTAL	67.76	.00	67.76

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
300		02/22	AP	08/10/21	0396065	CEDAR FALLS UTILITIES	15.00		08/25/21
	LIBRARY DOMAIN NAME					STATIC IP ADDRESS			
						ACCOUNT TOTAL	15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
263		02/22	AP	08/06/21	0396058	U.S. CELLULAR	33.49		08/17/21
	CELL PHONE:8/6-9/5/21								
223		02/22	AP	08/01/21	0396052	CENTURYLINK	72.41		08/11/21
	CITY PHONE SERV.-AUG'21								
						ACCOUNT TOTAL	105.90	.00	105.90
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
300		02/22	AP	08/10/21	0396065	CEDAR FALLS UTILITIES	3,320.00		08/25/21
	FIBER POINT:7/11-8/10/21								
						ACCOUNT TOTAL	3,320.00	.00	3,320.00
						FUND TOTAL	3,508.66	.00	3,508.66
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
316		02/22	AP	08/25/21	0396071	LORENZEN, RANDALL	1,033.69		08/27/21
	RMB:JUN-DEC'21 HEALTH SEV					MEDICARE SUPPL.-RANDY			
316		02/22	AP	08/25/21	0396071	LORENZEN, RANDALL	622.51		08/27/21
	RMB:AUG-DEC'21 HEALTH SEV					MEDICARE SUPPL.-PATRICIA			
300		02/22	AP	08/23/21	0396063	ANDERSON, ALETA L.	148.50		08/25/21
	RMB:JULY 2021 HEALTH SEV.					MEDICARE-ALETA			
300		02/22	AP	08/23/21	0396063	ANDERSON, ALETA L.	148.50		08/25/21
	RMB:JULY 2021 HEALTH SEV.					MEDICARE-RICHARD			
300		02/22	AP	08/23/21	0396066	LUX, JOSH	106.97		08/25/21
	RMB:HEALTH SEV.1/2 AUG'21								
223		02/22	AP	08/09/21	0396053	LUX, JOSH	106.97		08/11/21
	RMB:HEALTH SEV.1/2 JUL'21								
						ACCOUNT TOTAL	2,167.14	.00	2,167.14
						FUND TOTAL	2,167.14	.00	2,167.14

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
303		02/22	AP	08/25/21	0396069	TEAMSTERS LOCAL #238 UNION DUES-AUGUST 2021	4,138.08		08/25/21
						ACCOUNT TOTAL	4,138.08	.00	4,138.08
						FUND TOTAL	4,138.08	.00	4,138.08
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
237		02/22	AP	08/11/21	0396057	GENERAL FUND PROPERTY TAX PAYMENT	69.62		08/13/21
						ACCOUNT TOTAL	69.62	.00	69.62
						FUND TOTAL	69.62	.00	69.62
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	169,208.25	72.00	169,136.25

Council Invoices for Council Meeting 09/07/21

PREPARED 08/31/2021, 9:56:50 ACCOUNT ACTIVITY LISTING PAGE 1
PROGRAM GM360L ACCOUNTING PERIOD 12/2021
CITY OF CEDAR FALLS

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.65		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.39		08/31/21
		COPY PAPER							
239		03/22	AP	08/11/21	0000000	DES MOINES STAMP MFG. CO.	28.30		08/31/21
		NOTARY STAMP-H HABINCK							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.48		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.15		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	60.97	.00	60.97
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
239		03/22	AP	09/01/21	0000000	ADVANCED BUSINESS SYSTEMS, IN	1,225.00		08/31/21
		ANNUAL MTC AGRMNT-POSTAGE				MACHINE 10/11/21-10/10/22			
						ACCOUNT TOTAL	1,225.00	.00	1,225.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.80		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.62		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.72		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	10.51	.00	10.51
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.64		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.19		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.09		08/31/21
		POST ITS,SHARPIES,PENS				INK PAD REFILL,PEN REFILL			
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.87		08/31/21
		COPY PAPER 11 X 17							
239		03/22	AP	08/06/21	0000000	METALCRAFT, INC.	278.95		08/31/21
		300 IT ASSET TAGS							
						ACCOUNT TOTAL	323.74	.00	323.74

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.19		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.62		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.87		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	33.05	.00	33.05
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS									
321		03/22	AP	08/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	466.00		08/31/21
		PRE-EMPLOY.PHYS-JULY'21							
						ACCOUNT TOTAL	466.00	.00	466.00
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS									
321		03/22	AP	08/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	3,903.00		08/31/21
		POST-EMPLOY.PHYS-JULY'21							
						ACCOUNT TOTAL	3,903.00	.00	3,903.00
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
239		03/22	AP	08/20/21	0000000	CEDAR VALLEY SAVER, INC.	75.00		08/31/21
		JOB AD:CODE ENFORCEMENT				8/19/21 DISPLAY AD/WEB AD			
239		03/22	AP	08/01/21	0000000	COURIER COMMUNICATIONS-ADVERT	250.00		08/31/21
		JOB AD:HUMAN RESOURC.MGR				ONLINE DIGITAL IMPRESSION			
239		03/22	AP	08/01/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:HUMAN RESOURC.MGR				COURIER			
239		03/22	AP	07/31/21	0000000	REGISTER MEDIA	790.65		08/31/21
		JOB AD:HR MANAGER				7/15-7/18/21 DIGITAL ADV			
239		03/22	AP	07/29/21	0000000	COURIER COMMUNICATIONS-ADVERT	250.00		08/31/21
		JOB AD:PT OFFICE ASSISTNT				ONLINE DIGITAL IMPRESSION			
239		03/22	AP	07/27/21	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		08/31/21
		SEARCH BOOST				ONLINE			
239		03/22	AP	07/27/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:HUMAN RESOURC.MGR				PULSE			
239		03/22	AP	07/27/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:PT OFFICE ASSISTNT				PULSE			
239		03/22	AP	07/25/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:HUMAN RESOURC.MGR				COURIER			
239		03/22	AP	07/25/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:PT OFFICE ASSISTNT				COURIER			
239		03/22	AP	07/20/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00		08/31/21
		JOB AD:HUMAN RESOURC.MGR				PULSE			

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES							continued		
239		03/22	AP	07/20/21	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	33.00		08/31/21
	JOB AD:PT OFFICE ASSISTNT								
239		03/22	AP	07/18/21	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	62.00		08/31/21
	JOB AD:HUMAN RESOURC.MGR								
239		03/22	AP	07/18/21	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	62.00		08/31/21
	JOB AD:PT OFFICE ASSISTNT								
239		03/22	AP	07/04/21	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	450.00		08/31/21
	30K IMPRESSIONS								
						ACCOUNT TOTAL	2,209.65	.00	2,209.65
101-1038-441.81-55 PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG									
239		03/22	AP	08/09/21	0000000	MERCYONE	150.00		08/31/21
	EMPL.ASSISTANCE PROGRAM								
						ACCOUNT TOTAL	150.00	.00	150.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.86		08/31/21
	LGL PADS,STAPLES,PENS					CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32		08/31/21
	COPY PAPER								
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.01		08/31/21
	POST ITS,SHARPIES,PENS								
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		08/31/21
	COPY PAPER 11 X 17								
						ACCOUNT TOTAL	4.88	.00	4.88
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
239		03/22	AP	09/01/21	0000000	AHLERS AND COONEY, P.C.	3,900.00		08/31/21
	LEGAL SERVICES-SEPT'21								
239		03/22	AP	09/01/21	0000000	SWISHER & COHRT, P.L.C.	2,600.00		08/31/21
	LEGAL SERVICES-SEPT'21								
239		03/22	AP	08/11/21	0000000	SWISHER & COHRT, P.L.C. 7/16/21	114.00		08/31/21
	LGL:MISC MATTERS								
258		03/22	AP	08/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	275.50		08/31/21
	LGL:GREENHILL VILL.9TH AD					06/14-07/26/21			
PROJECT#: 023006									
						ACCOUNT TOTAL	6,889.50	.00	6,889.50
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
239		03/22	AP	09/01/21	0000000	SWISHER & COHRT, P.L.C.	1,000.00		08/31/21
	LEGAL SERVICES-SEPT'21								

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT						continued			
						ACCOUNT TOTAL	1,000.00	.00	1,000.00
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.16		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.62		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.34		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	4.49	.00	4.49
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.									
249		03/22	AP	08/04/21	0000000	GIBSON SPECIALTY CO.	10.00		08/31/21
		ENGRAVEMENT FOR BUS & IND							
PROJECT#:		014000							
						ACCOUNT TOTAL	10.00	.00	10.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.16		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.81		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.34		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	3.00	.00	3.00
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
239		03/22	AP	08/10/21	0000000	COURIER LEGAL COMMUNICATIONS	274.20		08/31/21
		8/2/21 CC MTG.MINS/BILLS							
239		03/22	AP	08/06/21	0000000	COURIER LEGAL COMMUNICATIONS	36.75		08/31/21
		ORD.2992-SPEED LMT-VIKING							
239		03/22	AP	08/06/21	0000000	COURIER LEGAL COMMUNICATIONS	101.85		08/31/21
		ORD.2993-4-HR FREE PARKNG				DT LOTS			
239		03/22	AP	08/03/21	0000000	COURIER LEGAL COMMUNICATIONS	504.18		08/31/21
		7/19/21 CC MTG MINS/BILLS							
						ACCOUNT TOTAL	916.98	.00	916.98

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.32		08/31/21
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER 11 X 17	.69		08/31/21
						ACCOUNT TOTAL	3.01	.00	3.01
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
249		03/22	AP	08/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT 1.5" BINDERS	1.38		08/31/21
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.32		08/31/21
249		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT 5 TAB INDEX	.59		08/31/21
249		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT 5 TAB INDEX	.59		08/31/21
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER 11 X 17	.69		08/31/21
258		03/22	AP	08/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE	2.35		08/31/21
258		03/22	AP	08/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-ITS	1.04		08/31/21
						ACCOUNT TOTAL	8.96	.00	8.96
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
249		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT EXPO MARKERS	9.00		08/31/21
						ACCOUNT TOTAL	9.00	.00	9.00
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
249		03/22	AP	08/16/21	0000000	PROFESSIONAL LAWN CARE, LLC CODE ENF.MOW-722 NEWMAN	166.25		08/31/21
249		03/22	AP	08/12/21	0000000	PROFESSIONAL LAWN CARE, LLC CODE ENF.MOW-822 W.1ST	71.25		08/31/21
249		03/22	AP	07/30/21	0000000	PARKADE PRINTER, INC. CODE ENF. NOTICE HANGERS	199.41		08/31/21
						ACCOUNT TOTAL	436.91	.00	436.91
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
286		03/22	AP	08/20/21	0000000	PARKADE PRINTER, INC. FORMS-PROPERTY OBSERVATON	150.87		08/31/21
						ACCOUNT TOTAL	150.87	.00	150.87

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
249		03/22	AP	08/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.23		08/31/21
	1.5" BINDERS								
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.39		08/31/21
	COPY PAPER								
249		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.11		08/31/21
	5 TAB INDEX								
249		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.11		08/31/21
	5 TAB INDEX								
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.15		08/31/21
	COPY PAPER 11 X 17								
258		03/22	AP	08/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.31		08/31/21
	CORRECTION TAPE								
258		03/22	AP	08/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.45		08/31/21
	POST-ITS								
						ACCOUNT TOTAL	53.75	.00	53.75
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
286		03/22	AP	08/19/21	0000000	COURIER LEGAL COMMUNICATIONS	23.10		08/31/21
	P&Z NTC-REZONE 515 & 523					W 2ND			
						ACCOUNT TOTAL	23.10	.00	23.10
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES									
259		03/22	AP	08/16/21	0000000	CEDAR FALLS COMMUNITY SCHOOLS	25.00		08/31/21
	CF CAMP LOST KEY FOB					ALDRICH			
259		03/22	AP	08/12/21	0000000	LOST ISLAND WATER PARK	1,357.48		08/31/21
	CF CAMP FIELD TRIP								
						ACCOUNT TOTAL	1,382.48	.00	1,382.48
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
259		03/22	AP	07/30/21	0000000	COOLEY PUMPING, LLC	85.00		08/31/21
	PORTA POTTY					BASEBALL FIELDS			
						ACCOUNT TOTAL	85.00	.00	85.00
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
287		03/22	AP	08/22/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
	FALLS PIZZA								
287		03/22	AP	08/22/21	0000000	PAPA JOHN'S PIZZA	60.00		08/31/21
	FALLS PIZZA								
287		03/22	AP	08/21/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
	FALLS PIZZA								
287		03/22	AP	08/21/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS							continued		
						FALLS PIZZA			
287		03/22	AP	08/20/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS PIZZA			
287		03/22	AP	08/20/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS PIZZA			
287		03/22	AP	08/20/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS PIZZA			
287		03/22	AP	08/19/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS PIZZA			
287		03/22	AP	08/19/21	0000000	PAPA JOHN'S PIZZA	60.00		08/31/21
						FALLS PIZZA			
259		03/22	AP	08/17/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/15/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/15/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/14/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/14/21	0000000	PAPA JOHN'S PIZZA	37.50		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/13/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/13/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/12/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/12/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
259		03/22	AP	08/12/21	0000000	MYERS-COX COMPANY	328.57		08/31/21
						FALLS CONCESSION,CANDY			
259		03/22	AP	08/12/21	0000000	MYERS-COX COMPANY	30.57		08/31/21
						FALLS CONC, CHIPS			
229		03/22	AP	08/11/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/11/21	0000000	PAPA JOHN'S PIZZA	67.50		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/10/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/08/21	0000000	PAPA JOHN'S PIZZA	22.50		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/08/21	0000000	PAPA JOHN'S PIZZA	22.50		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/08/21	0000000	PAPA JOHN'S PIZZA	37.50		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/07/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			
229		03/22	AP	08/06/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
						FALLS CONCESSION PIZZA			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS							continued		
229			AP	08/06/21	0000000	PAPA JOHN'S PIZZA	30.00		08/31/21
	FALLS CONCESSION PIZZA								
229			AP	08/05/21	0000000	ATLANTIC COCA-COLA	1,243.35		08/31/21
	FALLS CONCESSION SODA								
229			AP	08/05/21	0000000	PAPA JOHN'S PIZZA	45.00		08/31/21
	FALLS CONCESSION PIZZA								
287			AP	08/05/21	0000000	MYERS-COX COMPANY	1,575.20		08/31/21
	FALLS CANDY,CHIPS								
287			AP	08/03/21	0000000	MYERS-COX COMPANY		21.32	08/31/21
	RETURN CHEESE STICKS								
						ACCOUNT TOTAL	4,415.19	21.32	4,393.87
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									
287			AP	08/18/21	0000000	ACCO UNLIMITED CORPORATION	320.40		08/31/21
	FALLS CHEMICALS								
259			AP	08/12/21	0000000	ACCO UNLIMITED CORPORATION	713.50		08/31/21
	FALLS POOL CHLORINE								
259			AP	08/09/21	0000000	ACCO UNLIMITED CORPORATION	471.70		08/31/21
	FALLS POOL ACID								
259			AP	07/31/21	0000000	ACCO UNLIMITED CORPORATION	2,056.90		08/31/21
	FALLS POOL SODIUM BICARB								
259			AP	07/31/21	0000000	ACCO UNLIMITED CORPORATION	234.00		08/31/21
	FALLS POOL SODIUM BICARB								
259			AP	07/26/21	0000000	ACCO UNLIMITED CORPORATION	1,042.80		08/31/21
	FALLS POOL CHLORINE								
						ACCOUNT TOTAL	4,839.30	.00	4,839.30
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
287			AP	08/12/21	0000000	POLK'S LOCK SERVICE,INC.	50.00		08/31/21
	KEY UPDATE OF TRUCK								
287			AP	08/12/21	0000000	POLK'S LOCK SERVICE,INC.	12.00		08/31/21
	KEY UPDATE FITNESS CLOSET								
						ACCOUNT TOTAL	62.00	.00	62.00
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
287			AP	08/23/21	0000000	KEYSTONE LABORATORIES, INC.	46.50		08/31/21
	COLIFORM BACTERIA TEST								
287			AP	08/16/21	0000000	CARRICO AQUATIC RESOURCES INC	36.48		08/31/21
	C12 TEST REAGENT								
229			AP	08/05/21	0000000	TUBE PRO INC	2,417.00		08/31/21
	102 48" INNERTUBES FALLS								
259			AP	07/28/21	0000000	ACCO UNLIMITED CORPORATION	163.14		08/31/21
	SUCTION TUBE REPAIR POOL								

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.							continued		
						ACCOUNT TOTAL	2,663.12	.00	2,663.12
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
302		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.76		08/31/21
	BINDER								
302		03/22	AP	08/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.76		08/31/21
	BINDER								
302		03/22	AP	08/06/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	55.53		08/31/21
	PENS, COPY PAPER								
						ACCOUNT TOTAL	67.05	.00	67.05
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
302		03/22	AP	08/26/21	0000000	HUDSON, SCOTT	150.00		08/31/21
	MUSIC PERFORMANCE AT					ARTIST RECEPTION			
						ACCOUNT TOTAL	150.00	.00	150.00
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
302		03/22	AP	08/06/21	0000000	LEVERAGE PRINTING INC	1,321.03		08/31/21
	FALL 2021 BROCHURE PRINT					AND SEND TO POST OFFICE			
302		03/22	AP	07/27/21	0000000	RAPIDS REPRODUCTIONS,INC.	57.03		08/31/21
	SCAN & COLOR COPY OF GK					POSTER ART PIECE			
						ACCOUNT TOTAL	1,378.06	.00	1,378.06
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
302		03/22	AP	08/09/21	0000000	LAMAR COMPANIES	525.00		08/31/21
	ABBOTT BILLBOARD -TRAPP					FUNDS			
						ACCOUNT TOTAL	525.00	.00	525.00
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32		08/31/21
	COPY PAPER								
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		08/31/21
	COPY PAPER 11 X 17								
311		03/22	AP	08/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	66.38		08/31/21
	PAPER;FILE FOLDERS;LABELS					RECEIPT BOOKS;RUBBER BAND			
						ACCOUNT TOTAL	69.39	.00	69.39

PREPARED 08/31/2021, 9:56:50 ACCOUNT ACTIVITY LISTING PAGE 10
PROGRAM GM360L ACCOUNTING PERIOD 12/2021
CITY OF CEDAR FALLS

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES									
310		03/22	AP	08/16/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	54.42		08/31/21
	SCBA FLOW TESTING								
310		03/22	AP	08/06/21	0000000	FIRE RESCUE SPECIALTY	3,373.00		08/31/21
	5YR.TEST-SCBA CYLINDERS								
						ACCOUNT TOTAL	3,427.42	.00	3,427.42
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
310		03/22	AP	08/05/21	0000000	EMERGENCY MEDICAL PRODUCTS, I	1,961.92		08/31/21
	GLOVES;TEST STRIPS;GOWNS;					C-COLLARS;FACE MASKS +			
						ACCOUNT TOTAL	1,961.92	.00	1,961.92
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING									
286		03/22	AP	08/20/21	0000000	PARKADE PRINTER, INC.	150.86		08/31/21
	FORMS-PROPERTY OBSERVATON								
						ACCOUNT TOTAL	150.86	.00	150.86
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
310		03/22	AP	08/12/21	0000000	BLACK HAWK CO.E911-TREASURER	600.00		08/31/21
	3 LICENSES W/SHIELD TECH.					SW MOBILE FY22			
						ACCOUNT TOTAL	600.00	.00	600.00
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
310		03/22	AP	08/24/21	0000000	O'DONNELL ACE HARDWARE	4.99		08/31/21
	DOWEL-INSPECTIONS								
310		03/22	AP	08/08/21	0000000	MENARDS-CEDAR FALLS	35.76		08/31/21
	LAUNDRY DETERGENT								
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	38.43		08/31/21
	PARTS & EXPENSES JULY'21								
						ACCOUNT TOTAL	79.18	.00	79.18
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
310		03/22	AP	08/18/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		08/31/21
	1 CERT.FEE-DRIV.OPER.PUMP					RETEST-ETHAN SCHULTZEN			
						ACCOUNT TOTAL	50.00	.00	50.00
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
310		03/22	AP	08/11/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	83.65		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued		
						CAM BUCKLE STRAP			
310		03/22	AP	07/07/21	0000000	OUTDOOR & MORE	136.00		08/31/21
						SMALL ENGINE FUEL			
						ACCOUNT TOTAL	219.65	.00	219.65
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
310		03/22	AP	08/18/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	236.10		08/31/21
						SINGLE GAS DETECTOR			
						ACCOUNT TOTAL	236.10	.00	236.10
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32		08/31/21
						COPY PAPER			
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		08/31/21
						COPY PAPER 11 X 17			
311		03/22	AP	08/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	66.38		08/31/21
						PAPER;FILE FOLDERS;LABELS RECEIPT BOOKS;RUBBER BAND			
						ACCOUNT TOTAL	69.39	.00	69.39
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
311		03/22	AP	08/16/21	0000000	CAN-AM AUTOMOTIVE & TOWING	100.00		08/31/21
						TOW SPORTAGE TO STATE ST. CASE #21-064435			
311		03/22	AP	08/13/21	0000000	GIBSON SPECIALTY CO.	46.75		08/31/21
						MAILBOX & LOCKER NAMETAGS ANDERSEN/HINES/SNYDER			
311		03/22	AP	08/04/21	0000000	HERITAGE ART GALLERY-WATERLOO	25.00		08/31/21
						PLAQUE-KATIE BURKHARDT			
						ACCOUNT TOTAL	171.75	.00	171.75
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
311		03/22	AP	08/03/21	0000000	ENTENMANN-ROVIN CO.	132.75		08/31/21
						RETIREMENT BDG.-BURKHARDT REIMBURSED			
						ACCOUNT TOTAL	132.75	.00	132.75
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
311		03/22	AP	08/12/21	0000000	BLACK HAWK CO.E911-TREASURER	1,650.00		08/31/21
						AVL INTERFACE SW MOBILE 13 SHIELDWARE LICENSES			
						ACCOUNT TOTAL	1,650.00	.00	1,650.00

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT									
311		03/22	AP	08/23/21	0000000	GALLS, LLC	208.87		08/31/21
	MIRT JACKETS								
		ACCOUNT TOTAL					208.87	.00	208.87
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
311		03/22	AP	08/11/21	0000000	DOLLESLAGER, RICK	150.00		08/31/21
	PRE-EMPLOYMENT POLYGRAPH					ZACH ANDERSEN			
		ACCOUNT TOTAL					150.00	.00	150.00
101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS									
239		03/22	AP	08/04/21	0000000	SWISHER & COHRT, P.L.C.	126.90		08/31/21
	LGL:WITNESS FEES,COPIES					5/21/21-7/31/21			
		ACCOUNT TOTAL					126.90	.00	126.90
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
311		03/22	AP	08/03/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	500.00		08/31/21
	REG:LESS LTHL.MUN.-MADSEN					JOHNSTON;7/19-7/22/21			
		ACCOUNT TOTAL					500.00	.00	500.00
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY									
311		03/22	AP	08/12/21	0000000	HAWKEYE COMMUNITY COLLEGE-CF	4,995.00		08/31/21
	BASIC LEVEL II ACADEMY					L.KLANG;8/16-10/22/21			
311		03/22	AP	08/12/21	0000000	HAWKEYE COMMUNITY COLLEGE-CF	125.00		08/31/21
	ILEA ADMINISTRATIVE FEE					L.KLANG;8/16-10/22/21			
311		03/22	AP	08/12/21	0000000	HY-VEE KITCHEN	1,925.00		08/31/21
	MEALS-ILEA TRNG.-H.ZIKUDA					JOHNSTON			
311		03/22	AP	08/12/21	0000000	HY-VEE KITCHEN	1,925.00		08/31/21
	MEALS-ILEA TRNG-J.MIXDORF					JOHNSTON			
		ACCOUNT TOTAL					8,970.00	.00	8,970.00
101-5521-415.93-01 EQUIPMENT / EQUIPMENT									
311		03/22	AP	08/09/21	0000000	VORTEX OPTICS	2,144.87		08/31/21
	OPTICS-PATROL RIFLES-(13)								
		ACCOUNT TOTAL					2,144.87	.00	2,144.87
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
311		03/22	AP	08/11/21	0000000	CEDAR BEND HUMANE SOCIETY	4,770.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY							continued		
						JUL'21 ANIMAL SURRENDER			
						ACCOUNT TOTAL	4,770.00	.00	4,770.00
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
317		03/22	AP	08/18/21	0000000	OLESON SOD COMPANY	36.80		08/31/21
						SOD FOR CEMETERY			
						ACCOUNT TOTAL	36.80	.00	36.80
101-6613-433.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
265		03/22	AP	07/14/21	0000000	OUTDOOR & MORE	74.40		08/31/21
						CHAIN SHARPENING			
						ACCOUNT TOTAL	74.40	.00	74.40
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
317		03/22	AP	08/23/21	0000000	O'DONNELL ACE HARDWARE	10.69		08/31/21
						ADHESIVE			
PROJECT#:		062506							
317		03/22	AP	08/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	53.90		08/31/21
						URINAL SCREENS			
PROJECT#:		062501							
317		03/22	AP	08/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	120.66		08/31/21
						SOAP			
PROJECT#:		062507							
317		03/22	AP	08/18/21	0000000	ECHO GROUP, INC.	97.00		08/31/21
						LIGHT BULBS			
PROJECT#:		062501							
317		03/22	AP	08/18/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	605.20		08/31/21
						LINERS, TISSUES, TOWELS FRESHNERS,SOAP			
PROJECT#:		062507							
317		03/22	AP	08/17/21	0000000	MENARDS-CEDAR FALLS	35.94		08/31/21
						LIGHT BULBS			
PROJECT#:		062509							
273		03/22	AP	08/16/21	0000000	O'DONNELL ACE HARDWARE	1.16		08/31/21
						NUTS AND BOLTS			
PROJECT#:		062511							
273		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.54		08/31/21
						BATH TISSUE			
PROJECT#:		062507							
273		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	112.99		08/31/21
						GLOVES			
PROJECT#:		062511							
273		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	299.30		08/31/21
						PAPER PRODUCTS, CAN LINER S, TOWELS AND CLEANERS			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062506									
273		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.48		08/31/21
PAPER PRODUCTS, CAN LINER						S, TOWELS AND CLEANERS			
PROJECT#: 062507									
273		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	129.99		08/31/21
PAPER PRODUCTS, CAN LINER						S, TOWELS AND CLEANERS			
PROJECT#: 062510									
309		03/22	AP	08/10/21	0000000	MENARDS-CEDAR FALLS	3.96		08/31/21
SHIMS									
PROJECT#: 062506									
239		03/22	AP	08/05/21	0000000	THOMPSON SHOES	93.50		08/31/21
SAFETY SHOES-M BUCK						P.O. 56632			
240		03/22	AP	08/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.77		08/31/21
TISSUES,TOWELS,POWDER									
PROJECT#: 062507									
240		03/22	AP	08/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.75		08/31/21
TISSUES,TOWELS,POWDER									
PROJECT#: 062509									
240		03/22	AP	08/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	54.69		08/31/21
TISSUES,TOWELS,POWDER									
PROJECT#: 062511									
240		03/22	AP	08/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	163.90		08/31/21
TISSUES,TOWELS,POWDER									
PROJECT#: 062505									
240		03/22	AP	08/02/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	33.66		08/31/21
TOWELS									
PROJECT#: 062506									
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	561.81		08/31/21
PARTS & EXPENSES JULY'21									
ACCOUNT TOTAL							2,490.89	.00	2,490.89
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
317		03/22	AP	08/20/21	0000000	MENARDS-CEDAR FALLS		128.96	08/31/21
SHELVING RETURN									
PROJECT#: 062505									
317		03/22	AP	08/20/21	0000000	MENARDS-CEDAR FALLS	204.91		08/31/21
SHELVING									
PROJECT#: 062506									
317		03/22	AP	08/19/21	0000000	MENARDS-CEDAR FALLS	276.35		08/31/21
SHELVING									
PROJECT#: 062506									
ACCOUNT TOTAL							481.26	128.96	352.30
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
317		03/22	AP	08/19/21	0000000	MENARDS-CEDAR FALLS	15.44		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
						ELECTRICAL SUPPLIES AND MONUMENT LIGHTS				
	PROJECT#: 062501									
309		03/22	AP	08/18/21	0000000	O'DONNELL ACE HARDWARE	5.69			08/31/21
	SCREWS									
	PROJECT#: 062506									
273		03/22	AP	08/16/21	0000000	O'DONNELL ACE HARDWARE	6.21			08/31/21
	WIRE FOR AIR CLEANER									
	PROJECT#: 062507									
273		03/22	AP	08/15/21	0000000	DENNIS C. CHRISTENSEN & SONS,	642.00			08/31/21
	CONCRETE TRIP HAZARD					REPAIRS				
	PROJECT#: 062503									
273		03/22	AP	08/15/21	0000000	DENNIS C. CHRISTENSEN & SONS,	585.00			08/31/21
	CONCRETE-TRIP HAZARD					REPAIRS				
	PROJECT#: 062507									
273		03/22	AP	08/11/21	0000000	ECHO GROUP, INC.	26.01			08/31/21
	WIRE CONNECTORS FOR LED					SOFFITT LIGHTS				
	PROJECT#: 062505									
273		03/22	AP	08/11/21	0000000	O'DONNELL ACE HARDWARE	2.69			08/31/21
	FITTING FOR MONUMENT SIGN					LIGHTING				
	PROJECT#: 062501									
273		03/22	AP	08/11/21	0000000	O'DONNELL ACE HARDWARE	1.20			08/31/21
	SCREWS FOR HOLDING CELL					CORNERS				
	PROJECT#: 062511									
309		03/22	AP	08/11/21	0000000	MENARDS-CEDAR FALLS	2.38			08/31/21
	OUTLET COVER									
	PROJECT#: 062508									
273		03/22	AP	08/09/21	0000000	BENTON'S READY MIX CONCRETE,	426.00			08/31/21
	CONCRETE FOR DRAIN AT					CITY HALL				
273		03/22	AP	08/05/21	0000000	MENARDS-CEDAR FALLS	69.95			08/31/21
	UTILITY BLADES FLOOR BASE									
	PROJECT#: 062511									
273		03/22	AP	08/05/21	0000000	PLUMB SUPPLY COMPANY, LLC	114.30			08/31/21
	SHOWER REPAIR PARTS									
	PROJECT#: 062501									
240		03/22	AP	08/04/21	0000000	STICKFORT ELECTRIC CO., INC.	316.00			08/31/21
	LIGHT INSTALLATION REC					CENTER				
	PROJECT#: 062514									
309		03/22	AP	07/07/21	0000000	MENARDS-CEDAR FALLS	11.40			08/31/21
	PAINT HARDENER									
	PROJECT#: 062506									
309		03/22	AP	07/06/21	0000000	MENARDS-CEDAR FALLS	4.46			08/31/21
	PAINT									
	PROJECT#: 062506									
						ACCOUNT TOTAL	2,228.73	.00	2,228.73	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
317		03/22	AP	08/20/21	0000000	HAWKEYE ALARM & SIGNAL CO.	95.00			08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
						FIRE ALARM SERVICE			
	PROJECT#:	062501							
317		03/22	AP	08/17/21	0000000	ECHO GROUP, INC.	60.38		08/31/21
						BREAKERS			
	PROJECT#:	062507							
317		03/22	AP	08/14/21	0000000	TK ELEVATOR CORPORATION	609.75		08/31/21
						ELEVATOR SERVICE CONTRACT			
273		03/22	AP	08/13/21	0000000	PROSHIELD FIRE & SECURITY	46.00		08/31/21
						FIRE EXTINGUSIHERS INSPECTION			
	PROJECT#:	062505							
273		03/22	AP	08/10/21	0000000	PROSHIELD FIRE & SECURITY	95.50		08/31/21
						FIRE EXTINGUSIHERS HOOD INSPECTION			
	PROJECT#:	062508							
240		03/22	AP	08/04/21	0000000	PROSHIELD FIRE & SECURITY	9.00		08/31/21
						FIRE EXTINGUISHER INSP			
	PROJECT#:	062509							
240		03/22	AP	08/03/21	0000000	WOODMAN CONTROLS COMPANY	1,200.00		08/31/21
						HVAC CONTROLS PM'S			
	PROJECT#:	062507							
265		03/22	AP	08/01/21	0000000	WOODMAN CONTROLS COMPANY	5,484.00		08/31/21
						HVAC CONTROL PM AGREEMENT			
	PROJECT#:	062503							
240		03/22	AP	07/28/21	0000000	CITY LAUNDERING CO.	151.58		08/31/21
						RESTOCK 1ST AID CABINET			
	PROJECT#:	062506							
						ACCOUNT TOTAL	7,751.21	.00	7,751.21
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING									
317		03/22	AP	08/17/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	846.74		08/31/21
						HVAC REPAIR			
	PROJECT#:	062507							
309		03/22	AP	08/16/21	0000000	PLUMB TECH INC.	160.00		08/31/21
						HEAT PUMP REPAIR			
	PROJECT#:	062506							
240		03/22	AP	08/03/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	169.00		08/31/21
						HVAC REPAIRS PUBLIC WORKS			
	PROJECT#:	062506							
						ACCOUNT TOTAL	1,175.74	.00	1,175.74
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
317		03/22	AP	08/16/21	0000000	ECHO GROUP, INC.	584.00		08/31/21
						LIGHT BULBS LED			
	PROJECT#:	062507							
309		03/22	AP	08/11/21	0000000	ECHO GROUP, INC.	292.00		08/31/21
						LED BULBS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.93-01 EQUIPMENT / EQUIPMENT						continued			
PROJECT#: 062509									
						ACCOUNT TOTAL	876.00	.00	876.00
101-6616-446.94-32 CAPITAL PROJECTS / SUSTAINABILITY									
2229		12/21	AP	06/02/21	0000000	PERKINS & WILL, INC	11,970.00		08/31/21
CF RESILIENCE PLAN						SERVICES THROUGH 5/28/21			
PROJECT#: 023249									
2229		12/21	AP	05/04/21	0000000	PERKINS & WILL, INC	8,550.00		08/31/21
CF RESILIENCE PLAN						SERVICES THROUGH 4/30/21			
PROJECT#: 023249									
						ACCOUNT TOTAL	20,520.00	.00	20,520.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
317		03/22	AP	08/19/21	0000000	TESTAMERICA LABORATORIES, INC	40.00		08/31/21
WATER TEST PRO SHOP									
						ACCOUNT TOTAL	40.00	.00	40.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
239		03/22	AP	08/09/21	0000000	KIRK GROSS COMPANY	10.00		08/31/21
NAME PLATE-H HABINCK									
258		03/22	AP	08/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	102.20		08/31/21
11X17 REPORT COVERS									
258		03/22	AP	08/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.80		08/31/21
1"&.5" BINDER SCREW POSTS									
						ACCOUNT TOTAL	138.00	.00	138.00
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
258		03/22	AP	08/02/21	0000000	R & R INDUSTRIES, INC.	106.61		08/31/21
HI-VIS SAFETY VEST (7)									
258		03/22	AP	08/02/21	0000000	R & R INDUSTRIES, INC.	65.13		08/31/21
HI-VIS-L.ANDREASEN						JACKET,RAIN PANT			
258		03/22	AP	08/02/21	0000000	R & R INDUSTRIES, INC.	52.13		08/31/21
HI-VIS-S.BROOKS						JACKET			
258		03/22	AP	08/02/21	0000000	R & R INDUSTRIES, INC.	35.05		08/31/21
FREIGHT ON HI-VIS									
						ACCOUNT TOTAL	258.92	.00	258.92
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
258		03/22	AP	08/16/21	0000000	TERRACON CONSULTANTS, INC.	2,781.54		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.						continued			
		3190-CONSTRUCTION TESTING				STREET RECON & CDR H.DR.			
PROJECT#:		023190							
258		03/22	AP	08/12/21	0000000	AECOM TECHNICAL SERVICES, INC	4,686.80		08/31/21
		3282-2021 SURVEY SERVICES				7/10-8/6/21			
PROJECT#:		023282							
		ACCOUNT TOTAL					7,468.34	.00	7,468.34
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
273		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.08		08/31/21
		PENCILS AND SHARPIES							
		ACCOUNT TOTAL					9.08	.00	9.08
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
317		03/22	AP	08/23/21	0000000	O'DONNELL ACE HARDWARE	49.37		08/31/21
		RAKE,TROWEL,PRUNER							
317		03/22	AP	08/19/21	0000000	BENTON'S READY MIX CONCRETE,	167.00		08/31/21
		CONCRETE-CLAY ST PARK				CLAY STREET			
317		03/22	AP	08/19/21	0000000	BENTON BUILDING CENTER	66.15		08/31/21
		DECKING BOARD							
317		03/22	AP	08/19/21	0000000	TESTAMERICA LABORATORIES, INC	65.00		08/31/21
		WATER TEST BEACH HOUSE							
317		03/22	AP	08/18/21	0000000	MENARDS-CEDAR FALLS	8.38		08/31/21
		DECKING-PRAIRIE LAKES				DOCK			
317		03/22	AP	08/18/21	0000000	MENARDS-CEDAR FALLS	85.96		08/31/21
		CEDAR STAIN VETS PARK							
317		03/22	AP	08/17/21	0000000	O'DONNELL ACE HARDWARE	37.07		08/31/21
		RAIN CAP,TAPR HANDLE							
317		03/22	AP	08/17/21	0000000	POLK'S LOCK SERVICE,INC.	14.96		08/31/21
		KEYS FOR DOG WASTE BOX							
273		03/22	AP	08/16/21	0000000	BLACKBURN MFG. CO.	233.74		08/31/21
		MARKING FLAGS							
265		03/22	AP	08/12/21	0000000	STOKES WELDING	150.00		08/31/21
		MOWER BLADES							
265		03/22	AP	08/11/21	0000000	BLACK HAWK RENTAL	195.00		08/31/21
		SAW BLADE							
273		03/22	AP	08/11/21	0000000	WATERLOO TENT & TARP COMPANY	168.00		08/31/21
		TARP REPAIR				PLACE TO PLAY			
317		03/22	AP	08/11/21	0000000	MENARDS-CEDAR FALLS	64.08		08/31/21
		VINEGAR FOR PLAYGROUD				WEEDS			
265		03/22	AP	08/10/21	0000000	OUTDOOR RECREATION PROD	2,840.00		08/31/21
		PLAYGROUND MULCH							
273		03/22	AP	08/10/21	0000000	MENARDS-CEDAR FALLS	307.43		08/31/21
		STAIN,BRUSHES,LINERS-				VETS PARK SHELTER			
317		03/22	AP	08/10/21	0000000	MENARDS-CEDAR FALLS	53.40		08/31/21
		VINEGAR FOR PLAYGROUD				WEEDS			

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued		
317		03/22	AP	08/10/21	0000000	MENARDS-CEDAR FALLS	56.58		08/31/21
	SUPPLIES FOR WEED CONTROL								
265		03/22	AP	08/09/21	0000000	O'DONNELL ACE HARDWARE	58.83		08/31/21
	RESTROOM SIGN/NUTS AND					BOLTS			
240		03/22	AP	08/06/21	0000000	BUILDERS SELECT LLC	22.74		08/31/21
	QUIKRETE-FENCE POST TREMT								
265		03/22	AP	08/06/21	0000000	BUILDERS SELECT LLC	114.98		08/31/21
	PLYWOOD AND SAW BLADE								
265		03/22	AP	08/06/21	0000000	O'DONNELL ACE HARDWARE	8.07		08/31/21
	FLAGGING TAPE								
265		03/22	AP	07/31/21	0000000	CULLIGAN WATER CONDITIONING	48.85		08/31/21
	BOTTLE WATER AT 606 UNION								
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	569.54		08/31/21
	PARTS & EXPENSES JULY'21								
265		03/22	AP	07/30/21	0000000	MENARDS-CEDAR FALLS		35.87	08/31/21
	FLEX SEAL RETURN								
265		03/22	AP	07/28/21	0000000	CITY LAUNDERING CO.	30.55		08/31/21
	FIRST AID STATION WASH,					ICE PACK AND WIPES			
240		03/22	AP	07/27/21	0000000	BENTON BUILDING CENTER	168.99		08/31/21
	RIDGE ROLLS,UTILITY BLADE								
240		03/22	AP	07/26/21	0000000	BENTON BUILDING CENTER	377.06		08/31/21
	LUMBER-SHELTER ROOF					ISLAND PARK			
265		03/22	AP	07/26/21	0000000	MENARDS-CEDAR FALLS	17.85		08/31/21
	PLUMBING FITTINGS								
265		03/22	AP	07/26/21	0000000	MENARDS-CEDAR FALLS	116.97		08/31/21
	SHINGLE REMOVER TOOL								
240		03/22	AP	07/21/21	0000000	BENTON BUILDING CENTER	8.98		08/31/21
	ANCHOR AND BOLTS								
240		03/22	AP	07/13/21	0000000	BENTON BUILDING CENTER	225.22		08/31/21
	NDR WOOD ODE,STAPLES								
						ACCOUNT TOTAL	6,330.75	35.87	6,294.88
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
265		03/22	AP	07/30/21	0000000	COOLEY PUMPING, LLC	85.00		08/31/21
	PORTA POTTY TONDRO PRAY					PARK			
265		03/22	AP	07/30/21	0000000	COOLEY PUMPING, LLC	105.00		08/31/21
	PORTA POTTY EL DORADO					PARK			
						ACCOUNT TOTAL	190.00	.00	190.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
240		03/22	AP	08/02/21	0000000	SIGNS & DESIGNS, INC.	985.00		08/31/21
	SIGN-CLAY ST PARK					HISTORIC INFO			
						ACCOUNT TOTAL	985.00	.00	985.00

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
						FUND TOTAL	110,207.74	186.15	110,021.59
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
240		03/22	AP	08/04/21	0000000	O'DONNELL ACE HARDWARE	23.99		08/31/21
		TOOLS FOR REMOVING PAY				STATIONS			
						ACCOUNT TOTAL	23.99	.00	23.99
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
317		03/22	AP	08/25/21	0000000	BUILDERS SELECT LLC	10.99		08/31/21
		CONCRETE FORM LUMBER							
317		03/22	AP	08/24/21	0000000	BUILDERS SELECT LLC	115.96		08/31/21
		CONCRETE FORM LUMBER							
317		03/22	AP	08/19/21	0000000	BENTON'S READY MIX CONCRETE,	514.25		08/31/21
		CONCRETE-STREET REPAIR				FOREST ROAD			
309		03/22	AP	08/18/21	0000000	BUILDERS SELECT LLC	30.80		08/31/21
		FORM LUMBER-STREET REPAIR							
317		03/22	AP	08/17/21	0000000	BENTON'S READY MIX CONCRETE,	544.50		08/31/21
		CONCRETE-STREET REPAIR				HICKORY LANE			
317		03/22	AP	08/14/21	0000000	ASPRO, INC.	1,449.00		08/31/21
		HOTMIX ASPHALT							
317		03/22	AP	08/14/21	0000000	ASPRO, INC.	357.28		08/31/21
		HOTMIX ASPHALT							
273		03/22	AP	08/12/21	0000000	BUILDERS SELECT LLC	22.24		08/31/21
		FORM LUMBER							
273		03/22	AP	08/11/21	0000000	MENARDS-CEDAR FALLS	6.58		08/31/21
		CONCRETE FOR PATCH							
273		03/22	AP	08/10/21	0000000	BENTON'S READY MIX CONCRETE,	390.50		08/31/21
		CONCRETE FOR STREET PATCH				LOMA			
273		03/22	AP	08/07/21	0000000	ASPRO, INC.	1,580.48		08/31/21
		HOTMIX ASPHALT							
273		03/22	AP	08/07/21	0000000	ASPRO, INC.	464.64		08/31/21
		HOTMIX ASPHALT							
273		03/22	AP	08/05/21	0000000	BENTON'S READY MIX CONCRETE,	484.00		08/31/21
		CONCRETE REPAIR IN ALLEY				CLAY STREET			
273		03/22	AP	08/04/21	0000000	BENTON'S READY MIX CONCRETE,	167.00		08/31/21
		CONCRETE FOR STORM SEWER				BRANDILYNN BLVD			
273		03/22	AP	08/03/21	0000000	BENTON'S READY MIX CONCRETE,	497.00		08/31/21
		CONCRETE BLUFF STREET							
240		03/22	AP	07/31/21	0000000	ASPRO, INC.	95.04		08/31/21
		HOTMIX ASPHALT							
240		03/22	AP	07/31/21	0000000	ASPRO, INC.	367.84		08/31/21
		HOTMIX ASPHALT							
240		03/22	AP	07/31/21	0000000	BMC AGGREGATES L.C.	68.59		08/31/21
		ROADSTONE FOR SUB BASE							
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	420.62		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS							continued		
						PARTS & EXPENSES JULY'21			
265		03/22	AP	07/27/21	0000000	STETSON BUILDING PRODUCTS LLC	129.09		08/31/21
						EXPANSION FOR STREET REPAIRS			
						ACCOUNT TOTAL	7,716.40	.00	7,716.40
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING									
317		03/22	AP	08/02/21	0000000	OUTDOOR & MORE	35.71		08/31/21
						BRUSH CUT BLADE			
265		03/22	AP	07/22/21	0000000	OUTDOOR & MORE	35.71		08/31/21
						BLADE FOR BRUSH CUTTING			
						ACCOUNT TOTAL	71.42	.00	71.42
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
309		03/22	AP	08/12/21	0000000	ECHO GROUP, INC.	31.15		08/31/21
						ELECTRICAL PARTS			
265		03/22	AP	08/06/21	0000000	ECHO GROUP, INC. AND BOXES	35.24		08/31/21
						ELECTRICAL SUPPLIES TWIST			
265		03/22	AP	08/04/21	0000000	ECHO GROUP, INC. AND CLEANERS	99.85		08/31/21
						ELECTRICAL SUPPLIES FUSES			
309		03/22	AP	08/04/21	0000000	FASTENAL COMPANY	77.08		08/31/21
						HARDWARE			
240		03/22	AP	08/02/21	0000000	ECHO GROUP, INC.	33.03		08/31/21
						ELECTRICAL PARTS			
						ACCOUNT TOTAL	276.35	.00	276.35
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
265		03/22	AP	08/09/21	0000000	CAMPBELL SUPPLY WATERLOO STRIPES	81.20		08/31/21
						TOOLS, PAINT AND MARKING			
						ACCOUNT TOTAL	81.20	.00	81.20
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
240		03/22	AP	08/03/21	0000000	DIAMOND VOGEL PAINT - #64/#55	23.05		08/31/21
						PAINT			
273		03/22	AP	08/03/21	0000000	DIAMOND VOGEL PAINT - #64/#55	23.05		08/31/21
						WHITE TRAFFIC PAINT			
240		03/22	AP	07/22/21	0000000	DIAMOND VOGEL PAINT - #64/#55	13.86		08/31/21
						PAINT ROLLERS			
240		03/22	AP	07/21/21	0000000	DIAMOND VOGEL PAINT - #64/#55	161.90		08/31/21
						PAINT			
						ACCOUNT TOTAL	221.86	.00	221.86

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
	265	03/22	AP	08/11/21	0000000	MOBOTREX, INC	3,728.00		08/31/21
						TRAFFIC SIGNAL COMPONENT STOCK			
						ACCOUNT TOTAL	3,728.00	.00	3,728.00
						FUND TOTAL	12,119.22	.00	12,119.22
FUND 215 HOSPITAL FUND									
215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES									
	286	03/22	AP	09/01/21	0000000	GRUNDY COUNTY TREASURER	5,380.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,380.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,266.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,022.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,100.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,364.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
	286	03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,264.00		08/31/21
						PROPERTY TAXES-BELZ FARM			
						ACCOUNT TOTAL	12,776.00	.00	12,776.00
						FUND TOTAL	12,776.00	.00	12,776.00
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
	321	03/22	AP	08/25/21	0000000	KIRK GROSS COMPANY	52.50		08/31/21
						NAME PLATE/HOLDER-ANDREWS			
						ACCOUNT TOTAL	52.50	.00	52.50
						FUND TOTAL	52.50	.00	52.50

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.16		08/31/21
	COPY PAPER								
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.34		08/31/21
	COPY PAPER 11 X 17								
						ACCOUNT TOTAL	1.50	.00	1.50
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	211.96		08/31/21
	CARES CV-3					PLAN & REPORT			
PROJECT#:	022354								
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	211.51		08/31/21
	CARES CV-3					AGENCY AWARD			
PROJECT#:	022354								
						ACCOUNT TOTAL	423.47	.00	423.47
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT									
258		03/22	AP	08/01/21	0000000	QUESTCDN	210.00		08/31/21
	3248-SIDEWALK INFILL & RP					07/23/21-14 BIDS			
PROJECT#:	023248								
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	1,607.90		08/31/21
	ENTITLEMENT SIDEWALKS					JULY EXPENSES			
PROJECT#:	023248								
						ACCOUNT TOTAL	1,817.90	.00	1,817.90
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2									
2229		12/21	AP	06/30/21	0000000	EXCEPTIONAL PERSONS INC	7,702.00		08/31/21
	CDBG STATE CARES CV2-QTR1								
PROJECT#:	022353								
2229		12/21	AP	05/05/21	0000000	CDW GOVERNMENT, INC.	2,859.86		08/31/21
	TCH CHROM-STATE CARES-CV2					LIBRARY			
PROJECT#:	022353								
2229		12/21	AP	04/26/21	0000000	CDW GOVERNMENT, INC.	606.20		08/31/21
	GGL CHROM-STATE CARES-CV2					LIBRARY			
PROJECT#:	022353								
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	210.55		08/31/21
	CARES CV-2					ENVIRO REVIEW			
PROJECT#:	022353								
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	423.02		08/31/21
	CARES CV-2					AGENCY AWARD			
PROJECT#:	022353								
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	211.51		08/31/21
	CARES CV-2					CITY EQUIPMENT			
PROJECT#:	022353								

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2							continued		
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	634.93		08/31/21
		CARES CV-2				SCHOOL EQUIPMENT			
	PROJECT#:	022353							
						ACCOUNT TOTAL	12,648.07	.00	12,648.07
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM									
249		03/22	AP	07/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	630.54		08/31/21
		ENTITLEMENT HOME REHAB				JULY EXPENSES			
						ACCOUNT TOTAL	630.54	.00	630.54
						FUND TOTAL	15,521.48	.00	15,521.48
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
258		03/22	AP	08/19/21	0000000	PETERSON CONTRACTORS	248,158.15		08/31/21
		3227-2021 STREET CONST.							
	PROJECT#:	023227							
						ACCOUNT TOTAL	248,158.15	.00	248,158.15
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
258		03/22	AP	08/12/21	0000000	FOTH INFRASTRUCTURE & ENVIRON	8,405.26		08/31/21
		3283-MAIN ST RECONSTRUCT.				SERVICES THRU 07/31/21			
	PROJECT#:	023283							
						ACCOUNT TOTAL	8,405.26	.00	8,405.26
						FUND TOTAL	256,563.41	.00	256,563.41
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.80		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.62		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.72		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	10.51	.00	10.51

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
286		03/22	AP	08/23/21	0000000	CLARK WIRE & CABLE, INC.	263.17		08/31/21
		REPAIR FIBER STRANDS							
286		03/22	AP	08/19/21	0000000	CLARK WIRE & CABLE, INC.	1,213.18		08/31/21
		FIBER REPAIR & PARTS							
						ACCOUNT TOTAL	1,476.35	.00	1,476.35
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
239		03/22	AP	08/04/21	0000000	FULL COMPASS SYSTEMS, LTD.	681.73		08/31/21
		WALL RACK,PLEXI FRNT DOOR				FOR 12SP RACK PO 56635			
						ACCOUNT TOTAL	681.73	.00	681.73
						FUND TOTAL	2,168.59	.00	2,168.59
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
321		03/22	AP	08/26/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.86		08/31/21
		LGL PADS,STAPLES,PENS				CORR.TAPE,RUBBER BANDS			
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.80		08/31/21
		COPY PAPER							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.01		08/31/21
		POST ITS,SHARPIES,PENS							
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.72		08/31/21
		COPY PAPER 11 X 17							
						ACCOUNT TOTAL	9.39	.00	9.39
						FUND TOTAL	9.39	.00	9.39
FUND 261 TOURISM & VISITORS									
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
275		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	45.93		08/31/21
		3 SIGN/BROCHURE HOLDERS							
275		03/22	AP	08/11/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	76.56		08/31/21
		5 SIGN/BROCHURE HOLDERS							
						ACCOUNT TOTAL	122.49	.00	122.49
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN									
275		03/22	AP	08/09/21	0000000	SPINUTECH WEB DESIGN, INC.	50.75		08/31/21
		POP-UP SUBSCRIPTION							
275		03/22	AP	07/30/21	0000000	SPINUTECH WEB DESIGN, INC.	58.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN						continued			
						REMOVAL OF LOCALIST CODE			
						ACCOUNT TOTAL	108.75	.00	108.75
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
	275			03/22 AP 08/15/21	0000000	BIKEIOWA.COM	1,000.00		08/31/21
						ANNUAL ADVERTISNG SPONSOR SEPT2021-AUGUST2022			
						ACCOUNT TOTAL	1,000.00	.00	1,000.00
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
	283			03/22 AP 08/10/21	0000000	HOME SWEET DOME	60.00		08/31/21
						3 BOOKS FOR GIFT SHOP			
						ACCOUNT TOTAL	60.00	.00	60.00
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS									
	275			03/22 AP 08/06/21	0000000	CEDAR FALLS HISTORICAL SOCIET	900.00		08/31/21
						GRANT:VICTIORAN HOME SIGN UPDATE			
						ACCOUNT TOTAL	900.00	.00	900.00
						FUND TOTAL	2,191.24	.00	2,191.24
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
	309			03/22 AP 08/09/21	0000000	MENARDS-CEDAR FALLS	99.98		08/31/21
						LED LIGHTS			
	PROJECT#:			062516					
	240			03/22 AP 07/30/21	0000000	MENARDS-CEDAR FALLS	49.99		08/31/21
						LED LIGHT FOR 606 UNION SHOP			
	PROJECT#:			062516					
						ACCOUNT TOTAL	149.97	.00	149.97
						FUND TOTAL	149.97	.00	149.97

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 430 2004 TIF BOND									
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE									
258		03/22	AP	08/23/21	0000000	SNYDER & ASSOCIATES, INC. SERVICES THRU 07/31/21	10,114.66		08/31/21
	3242-DWNTWN STREETSCP II								
PROJECT#:		023242							
258		03/22	AP	08/19/21	0000000	OWEN CONTRACTING INC.	128,857.55		08/31/21
	3242-DWNTWN STREETSCP II								
PROJECT#:		023242							
240		03/22	AP	07/30/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	6,904.70		08/31/21
	STREET SCAPE BRICKS								
PROJECT#:		023242							
						ACCOUNT TOTAL	145,876.91	.00	145,876.91
430-1220-431.97-99 TIF BOND PROJECTS / ENTREPRENEUR INCENTIVES									
239		03/22	AP	08/17/21	0000000	MILL RACE CENTER FOR CFU GRANT PAYMENT	30,000.00		08/31/21
						ACCOUNT TOTAL	30,000.00	.00	30,000.00
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE									
258		03/22	AP	08/01/21	0000000	QUESTCDN	360.00		08/31/21
	3245-CYBER LANE EXTENSION					07/13/21-24 BIDS			
PROJECT#:		023245							
						ACCOUNT TOTAL	360.00	.00	360.00
						FUND TOTAL	176,236.91	.00	176,236.91
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.95-27 BOND FUND PROJECTS / UNION ROAD TRAIL									
258		03/22	AP	08/20/21	0000000	LODGE CONSTRUCTION, INC	42,123.99		08/31/21
	3217-UNION ROAD TRAIL								
PROJECT#:		023217							
258		03/22	AP	08/20/21	0000000	SNYDER & ASSOCIATES, INC.	5,195.34		08/31/21
	3217-UNION ROAD TRAIL					SERVICES THRU 07/31/21			
PROJECT#:		023217							
						ACCOUNT TOTAL	47,319.33	.00	47,319.33
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT									
2229		12/21	AP	08/23/21	0000000	SHIVE-HATTERY	3,920.44		08/31/21
	3228-GREENHILL/S MAIN INT					SERVICES THRU 6/30/21			
PROJECT#:		023228							
258		03/22	AP	08/23/21	0000000	SHIVE-HATTERY	18,484.55		08/31/21
	3228-GREENHILL/S MAIN INT					SERVICES THRU 08/13/21			
PROJECT#:		023228							
						ACCOUNT TOTAL	22,404.99	.00	22,404.99
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
258		03/22	AP	08/23/21	0000000	PETERSON CONTRACTORS	94,954.42		08/31/21
	3171-CEDAR HEIGHTS RECON.								
PROJECT#:		023171							
						ACCOUNT TOTAL	94,954.42	.00	94,954.42
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL									
258		03/22	AP	08/17/21	0000000	AECOM TECHNICAL SERVICES, INC	1,242.45		08/31/21
	3247-LAKE STREET TRAIL					7/17-8/13/21			
PROJECT#:		023247							
						ACCOUNT TOTAL	1,242.45	.00	1,242.45
						FUND TOTAL	165,921.19	.00	165,921.19
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
2229		12/21	AP	06/30/21	0000000	EMERGENT ARCHITECTURE	29,404.86		08/31/21
	3231-CITY HALL REMODEL					06/01/21-06/30/21			
PROJECT#:		023231							
249		03/22	AP	07/30/21	0000000	EMERGENT ARCHITECTURE	7,543.62		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL						continued			
						3231-CITY HALL REMODEL 07/01-07/30/21			
						PROJECT#: 023231			
						ACCOUNT TOTAL	36,948.48	.00	36,948.48
443-1220-431.94-80 CAPITAL PROJECTS / BIG WOODS CAMPGROUND									
	265			03/22 AP 07/19/21	0000000	CANSEAL CANVAS COMPANY	1,460.00		08/31/21
						CABIN AWNING TARPS			
						ACCOUNT TOTAL	1,460.00	.00	1,460.00
						FUND TOTAL	38,408.48	.00	38,408.48
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
473-1220-431.98-99 CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT									
	258			03/22 AP 08/01/21	0000000	QUESTCDN	210.00		08/31/21
						3237-'21 SIDEWALK ASSESS 07/23/21-14 BIDS			
						PROJECT#: 023237			
						ACCOUNT TOTAL	210.00	.00	210.00
						FUND TOTAL	210.00	.00	210.00
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
484-2245-432.91-10 LAND / INDUSTRIAL PARK LAND ACQ									
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	446.00		08/31/21
						PROPERTY TAXES-GIBSON			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	160.00		08/31/21
						PROPERTY TAXES-GIBSON			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	494.00		08/31/21
						PROPERTY TAXES-RIEGER			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	1,102.00		08/31/21
						PROPERTY TAXES-RIEGER			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	1,370.00		08/31/21
						PROPERTY TAXES-ARTESIAN			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	1,198.00		08/31/21
						PROPERTY TAXES-RIEGER			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	1,336.00		08/31/21
						PROPERTY TAXES-GIBSON			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	1,136.00		08/31/21
						PROPERTY TAXES-ARTESIAN			
	286			03/22 AP 09/01/21	0000000	BLACK HAWK CO.TREASURER	918.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND									
484-2245-432.91-10 LAND / INDUSTRIAL PARK LAND ACQ						continued			
						PROPERTY TAXES-GIBSON			
286		03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,586.00		08/31/21
						PROPERTY TAXES-GIBSON			
286		03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	560.00		08/31/21
						PROPERTY TAXES-GIBSON			
286		03/22	AP	09/01/21	0000000	BLACK HAWK CO.TREASURER	1,322.00		08/31/21
						PROPERTY TAXES-RIEGER IND PK			
						ACCOUNT TOTAL	11,628.00	.00	11,628.00
						FUND TOTAL	11,628.00	.00	11,628.00
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
240		03/22	AP	07/28/21	0000000	CAMPBELL SUPPLY WATERLOO	299.00		08/31/21
						DRILL FOR REFUSE SECTION			
						ACCOUNT TOTAL	299.00	.00	299.00
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
239		03/22	AP	08/05/21	0000000	THOMPSON SHOES	119.00		08/31/21
						SAFETY SHOES-K TEGTMEIER P.O. 56619			
239		03/22	AP	08/05/21	0000000	THOMPSON SHOES	160.00		08/31/21
						SAFETY SHOES-M RAVN P.O. 56624			
						ACCOUNT TOTAL	279.00	.00	279.00
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
317		03/22	AP	08/26/21	0000000	O'DONNELL ACE HARDWARE	19.98		08/31/21
						TAPE FOR BATTERY BOXES			
						ACCOUNT TOTAL	19.98	.00	19.98
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	118.60		08/31/21
						PARTS & EXPENSES JULY'21			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT							continued		
						ACCOUNT TOTAL	118.60	.00	118.60
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
309		03/22	AP	08/05/21	0000000	ROTO-ROOTER	400.00		08/31/21
	CLEANED LINE IN RECYCLING					CENTER			
265		03/22	AP	08/02/21	0000000	COOLEY PUMPING, LLC	135.00		08/31/21
	CLEANED CLEAN OUT AT					TRANSFER STATION			
						ACCOUNT TOTAL	535.00	.00	535.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
317		03/22	AP	08/17/21	0000000	MIDWEST ELECTRONIC RECOVERY	601.25		08/31/21
	ELECTRONIC RECYCLING								
317		03/22	AP	08/14/21	0000000	LIBERTY TIRE RECYCLING, LLC	337.72		08/31/21
	SCRAP TIRE RECYCLING								
309		03/22	AP	08/07/21	0000000	LIBERTY TIRE RECYCLING, LLC	1,158.35		08/31/21
	SCRAP TIRE RECYCLING								
240		03/22	AP	08/06/21	0000000	WEIKERT IRON AND METAL	1,939.00		08/31/21
	APPLIANCE RECYCLING								
						ACCOUNT TOTAL	4,036.32	.00	4,036.32
						FUND TOTAL	5,287.90	.00	5,287.90
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
309		03/22	AP	08/12/21	0000000	BENTON'S READY MIX CONCRETE,	319.50		08/31/21
	CONCRETE-SANITARY BOX OUT					BROOKSIDE DR			
						ACCOUNT TOTAL	319.50	.00	319.50
552-6655-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS									
301		03/22	AP	08/09/21	0000000	W.REEVES AND ASSOCIATES INC	422.21		08/31/21
	LIGHTS,HYDRO AND FLASHERS								
						ACCOUNT TOTAL	422.21	.00	422.21
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
301		03/22	AP	08/03/21	0000000	BENTON'S SAND & GRAVEL, INC.	1,125.00		08/31/21
	SEWER REPAIR-MCCLAIN								
						ACCOUNT TOTAL	1,125.00	.00	1,125.00

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
301		03/22	AP	08/10/21	0000000	MIDLAND SCIENTIFIC, INC.	305.84		08/31/21
	LAB SUPPLIES								
301		03/22	AP	08/09/21	0000000	NORTH CENTRAL LABORATORIES	620.49		08/31/21
	LAB SUPPLIES								
						ACCOUNT TOTAL	926.33	.00	926.33
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
239		03/22	AP	08/05/21	0000000	THOMPSON SHOES	160.00		08/31/21
	SAFETY SHOES-L PARMER					P.O. 56626			
301		03/22	AP	08/05/21	0000000	CAMPBELL SUPPLY WATERLOO	375.36		08/31/21
	GLASSES AND GLOVES								
301		03/22	AP	07/28/21	0000000	CITY LAUNDERING CO.	77.66		08/31/21
	1ST AID KIT AND SUPPLIES								
						ACCOUNT TOTAL	613.02	.00	613.02
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
301		03/22	AP	08/20/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	72.18		08/31/21
	VENT MOTOR AND BLADES								
301		03/22	AP	08/20/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	389.55		08/31/21
	VENT MOTOR								
301		03/22	AP	08/16/21	0000000	CAMPBELL SUPPLY WATERLOO	134.99		08/31/21
	FLASHLIGHT								
301		03/22	AP	08/12/21	0000000	O'DONNELL ACE HARDWARE	18.12		08/31/21
	PIPE AND KNOCKOUT								
301		03/22	AP	08/12/21	0000000	O'DONNELL ACE HARDWARE	17.69		08/31/21
	DOOR SEAL								
301		03/22	AP	08/04/21	0000000	O'DONNELL ACE HARDWARE	9.69		08/31/21
	TILE ADHESIVE								
301		03/22	AP	08/04/21	0000000	TRACTOR SUPPLY CO.	16.99		08/31/21
	HOSE								
						ACCOUNT TOTAL	659.21	.00	659.21
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
301		03/22	AP	08/12/21	0000000	VAN METER, INC.	37.20		08/31/21
	CONDUIT								
301		03/22	AP	08/04/21	0000000	SHERWIN-WILLIAMS COMPANY	70.35		08/31/21
	PAINT								
						ACCOUNT TOTAL	107.55	.00	107.55
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
301		03/22	AP	08/16/21	0000000	HACH COMPANY	831.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
						UV SENSOR REPAIR			
						ACCOUNT TOTAL	831.00	.00	831.00
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
	301	03/22	AP	08/10/21	0000000	TESTAMERICA LABORATORIES, INC	411.98		08/31/21
						LAB TESTS			
						ACCOUNT TOTAL	411.98	.00	411.98
						FUND TOTAL	5,415.80	.00	5,415.80
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-26 OPERATING SUPPLIES / TESTING & LAB									
	258	03/22	AP	07/09/21	0000000	MIDLAND SCIENTIFIC, INC.	23.25		08/31/21
						WATER QUALITY TESTING			
						ACCOUNT TOTAL	23.25	.00	23.25
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
	317	03/22	AP	08/19/21	0000000	BENTON'S READY MIX CONCRETE,	568.00		08/31/21
						CONCRETE-CATCH BASIN BOX HAWTHORNE			
	309	03/22	AP	08/12/21	0000000	BENTON'S READY MIX CONCRETE,	334.00		08/31/21
						CONCRETE-CATCH BASIN LOMA			
	273	03/22	AP	08/11/21	0000000	BENTON'S READY MIX CONCRETE,	208.75		08/31/21
						CONCRETE FLOOR WALLS LOMA			
	273	03/22	AP	08/10/21	0000000	BENTON'S READY MIX CONCRETE,	390.50		08/31/21
						STORM WATER APRON BRANDILYNN LANE			
	317	03/22	AP	08/09/21	0000000	LEYMASTER TILE, RUSTY	36.74		08/31/21
						TILE FOR STORM REPAIR			
	317	03/22	AP	08/07/21	0000000	BMC AGGREGATES L.C.	88.41		08/31/21
						BASE ROCK FOR REPAIR			
	273	03/22	AP	08/05/21	0000000	BENTON'S READY MIX CONCRETE,	355.00		08/31/21
						CONCRETE FOR STORM SEWER BRANDILYNN BLVD			
	265	03/22	AP	08/03/21	0000000	MENARDS-CEDAR FALLS	25.96		08/31/21
						CAULK FOR SEALING CASTING			
	265	03/22	AP	07/26/21	0000000	LEYMASTER TILE, RUSTY	59.14		08/31/21
						TILE FOR SUB DRAIN CLEAN OUT			
						ACCOUNT TOTAL	2,066.50	.00	2,066.50
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
	258	03/22	AP	08/04/21	0000000	BLACK HAWK COUNTY CONSERVATIO	1,626.57		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.						continued			
IA DNR MS-4 STRMWTR.MAND.						EDUCATION INITIATIVE 2OF3			
						ACCOUNT TOTAL	1,626.57	.00	1,626.57
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
258		03/22	AP	08/12/21	0000000	AECOM TECHNICAL SERVICES, INC	17,439.22		08/31/21
3215-OLIVE ST BOX CULVERT						7/10-8/6/21			
PROJECT#: 023215									
258		03/22	AP	08/01/21	0000000	QUESTCDN	270.00		08/31/21
3252-'21 PERMEABLE ALLEY						07/23/21-18 BIDS			
PROJECT#: 023252									
						ACCOUNT TOTAL	17,709.22	.00	17,709.22
						FUND TOTAL	21,425.54	.00	21,425.54
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
239		03/22	AP	08/12/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32		08/31/21
COPY PAPER									
239		03/22	AP	08/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		08/31/21
COPY PAPER 11 X 17									
						ACCOUNT TOTAL	3.01	.00	3.01
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	156.25		08/31/21
CIMS CLOUD SUPPORT-ADDL.						LICENSE 7/24/21-3/16/22			
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	593.75		08/31/21
CIMS CLOUD SUPPORT&MAINT.						7/24/21-3/16/22			
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	995.00		08/31/21
ADDITIONAL LICENSE									
						ACCOUNT TOTAL	1,745.00	.00	1,745.00
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	2,150.00		08/31/21
ODBC CONNCT TO CIMS CLOUD						CF CEMETERIES			
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	1,000.00		08/31/21
CUSTOM DEED-CIMS CLOUD						CF CEMETERIES			
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	600.00		08/31/21
MERGE DB FOR SEARCHING 3						CF CEMETERIES @ ONCE			
286		03/22	AP	07/23/21	0000000	RAMAKER & ASSOCIATES, INC.	2,500.00		08/31/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES						continued			
						OUR AERIAL PHOTO INTO CEMETERY SOFTWARE			
						ACCOUNT TOTAL	6,250.00	.00	6,250.00
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
286		03/22	AP	07/12/21	0000000	IP PATHWAYS, LLC	15,472.94		08/31/21
						CISCO SUPPORT AGREEMENT 1 YEAR			
321		03/22	AP	07/01/21	0000000	SHIELD TECHNOLOGY CORPORATION	9,232.50		08/31/21
						ANNUAL SHIELDWARE MAINT. 7/2021-6/2022			
						ACCOUNT TOTAL	24,705.44	.00	24,705.44
						FUND TOTAL	32,703.45	.00	32,703.45
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
239		03/22	AP	08/09/21	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33		08/31/21
						BENEFITS CONSULTING SERV SEPTEMBER 2021			
						ACCOUNT TOTAL	2,333.33	.00	2,333.33
						FUND TOTAL	2,333.33	.00	2,333.33
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
273		03/22	AP	08/12/21	0000000	CONSOLIDATED ENERGY COMPANY	675.00		08/31/21
						BULK DEF FLUID 2200 TECH			
265		03/22	AP	08/10/21	0000000	HTP ENERGY	16,332.04		08/31/21
						DIESEL FUEL AT BLUFF ST			
240		03/22	AP	08/06/21	0000000	IOWA STATE FIRE MARSHAL DIVIS	80.00		08/31/21
						FUEL TANK REGISTRATION FEE 10'21-10'22			
273		03/22	AP	07/31/21	0000000	AIRGAS USA, LLC	69.34		08/31/21
						WELDING AND CUTTING GAS			
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	4,804.65		08/31/21
						PARTS & EXPENSES JULY'21			
265		03/22	AP	07/22/21	0000000	SAM ANNIS & CO.	65.00		08/31/21
						PROPANE REFILL			
						ACCOUNT TOTAL	22,026.03	.00	22,026.03
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES							continued		
273		03/22	AP	08/17/21	0000000	SIGNS BY TOMORROW	1,490.00		08/31/21
	DECALS FOR DUMP TRUCKS AN					D GARBAGE TRUCKS			
273		03/22	AP	08/11/21	0000000	CONTINENTAL RESEARCH CORP.	881.09		08/31/21
	CLEANING AND DEODORIZING					SOLVENTS FOR SHOP			
273		03/22	AP	08/09/21	0000000	LAWSON PRODUCTS, INC.	1.43		08/31/21
	MISC SHOP SUPPLIES								
240		03/22	AP	08/03/21	0000000	PROSHIELD FIRE & SECURITY	295.75		08/31/21
	2.5 LB FIRE EXTINGUISHERS								
240		03/22	AP	07/31/21	0000000	L.J.'S WELDING & FABRICATION	40.00		08/31/21
	MISC ALUMINUM								
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	42,093.26		08/31/21
	PARTS & EXPENSES JULY'21								
240		03/22	AP	07/29/21	0000000	LAWSON PRODUCTS, INC.	937.09		08/31/21
	MISC SHOP SUPPLIES								
240		03/22	AP	07/23/21	0000000	TOYNE, INC.	600.47		08/31/21
	DRIVERS SIDE LOWER SEAT #					FD502			
						ACCOUNT TOTAL	46,339.09	.00	46,339.09
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
240		03/22	AP	07/30/21	0000000	PRECISE MRM LLC	980.00		08/31/21
	PRECISE CELL FEE								
						ACCOUNT TOTAL	980.00	.00	980.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
309		03/22	AP	07/31/21	0000000	NAPA AUTO PARTS	169.01		08/31/21
	PARTS & EXPENSES JULY'21								
						ACCOUNT TOTAL	169.01	.00	169.01
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
273		03/22	AP	08/17/21	0000000	MACQUEEN EQUIPMENT	300.30		08/31/21
	#492 MAIN POWER SUPPLY					REPAIR			
309		03/22	AP	08/16/21	0000000	ALTEC INDUSTRIES, INC.	1,136.20		08/31/21
	ANNUAL BOOM INSPECTION								
309		03/22	AP	08/16/21	0000000	ALTEC INDUSTRIES, INC.	1,136.20		08/31/21
	ANNUAL BOOM INSPECTION								
240		03/22	AP	08/06/21	0000000	SMART EXPRESS, INC	179.00		08/31/21
	PROGRAMMED TRANSMISSION					AFTER REMAN WAS INSTALLED			
240		03/22	AP	08/05/21	0000000	MACQUEEN EQUIPMENT	804.73		08/31/21
	STEERING MOTOR REPAIR					#293			
265		03/22	AP	08/05/21	0000000	D & D TIRE INC.	140.00		08/31/21
	TIRES FOR #2161								
						ACCOUNT TOTAL	3,696.43	.00	3,696.43

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
317		03/22	AP	08/25/21	0000000	STIVERS FORD, INC.	31,338.00		08/31/21
	PARKS SUPERVISOR TRUCK					#2101			
317		03/22	AP	08/16/21	0000000	MACQUEEN EQUIPMENT	159,725.00		08/31/21
	LOADER MOUNTED SNOW					BLOWER # 2044 PW03236			
273		03/22	AP	08/12/21	0000000	P & K MIDWEST, INC.	7,749.99		08/31/21
	52" ZERO TURN MOWER FOR					CEMETERY VM00623			
265		03/22	AP	08/09/21	0000000	SIGNS BY TOMORROW	162.00		08/31/21
	ELECTRIC MOWER DECALS					#2127M			
						ACCOUNT TOTAL	198,974.99	.00	198,974.99
						FUND TOTAL	272,185.55	.00	272,185.55
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
239		03/22	AP	08/04/21	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	540.00		08/31/21
	BOILER INSPECTION FEE								
						ACCOUNT TOTAL	540.00	.00	540.00
						FUND TOTAL	540.00	.00	540.00
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	1,144,055.69	186.15	1,143,869.54