



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 03, 2021
7:00 PM AT CITY HALL**

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of April 19, 2021.

Agenda Revisions

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

Special Presentations

2. Proclamation recognizing May 2021 as Historic Preservation Month.
3. Proclamation recognizing May 3-9, 2021 as Professional Municipal Clerks Week.
4. Proclamation recognizing May 9-15, 2021 as Economic Development Week.
5. Proclamation recognizing May 9-15, 2021 as Police Week and May 15, 2021 as Peace Officers Memorial Day.
6. Proclamation recognizing May 15, 2021 as Jen Fielding Learn to Swim Day.
7. Proclamation recognizing May 2021 as National Bike Month, May 17-23, 2021 as Bike to Work Week, and May 19, 2021 as Ride of Silence Day in Cedar Falls.
8. Proclamation recognizing May 5, 2021 as National Astronaut Day.

Special Order of Business

9. Public hearing on proposed amendments to the City's FY2021 Budget.

- a) Receive and file proof of publication of notice of hearing. (Notice published April 21, 2021)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting amendments to the City's FY2021 Budget.

Old Business

- 10. Pass Ordinance #2988, amending Chapter 2, Administration, of the Code of Ordinances relative to mayor and city administrator duties, upon its third and final consideration.

New Business

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

- 11. Receive and file Mayor's Monthly Report for April 2021.
- 12. Receive and file the Work Session minutes of April 19, 2021 relative to the following item:
 - a) City Council meeting packet deadline.
- 13. Receive and file the Committee of the Whole minutes of April 19, 2021 relative to the following item:
 - a) Solid Waste Commission Overview.
- 14. Receive and file revised bylaws for the Human Rights Commission.
- 15. Receive and file Departmental Monthly Reports of March, 2021.
- 16. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY21 Self-Supported Municipal Improvements District (SSMID) funds and an FY21 Economic Development Grant.
- 17. Approve a request for a temporary sign at 3611 Eastpark Road on May 8, 2021.
- 18. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Buzz Smoke & Vapor, 2125 College Street Suite A.
 - b) Cloud 9 Glass & Novelty, 2125 College Street Suite C.
 - c) Five Corner Liquor & Wine, 809 East 18th Street.
 - d) Hansen's Dairy, 127 East 18th Street.
 - e) Happy's Wine & Spirits, 5925 University Avenue.
 - f) Metro Mart, 103 Franklin Street.
 - g) Murphy USA, 518 Brandilynn Boulevard.
 - h) Prime Mart, 2728 Center Street.
 - i) Thunder Ridge Ampride, 2425 Whitetail Drive.
 - j) Up In Smoke, 2218 College Street.
- 19. Approve the following applications for beer permits and liquor licenses:
 - a) Double Tap, 312 Main Street, Class C liquor - renewal.
 - b) Suds, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
 - c) Casey's General Store, 5908 Nordic Drive, Class E liquor - renewal.
 - d) Cedar Basin Music Festival, Sturgis Park, Class B beer & outdoor service - 5 day permit.
 - e) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Class B beer & outdoor service – eight 5 day permits (May 31-June 5, June 7-12, June 14-19, June 23-28, July 5-10, July 12-17, July 19-24, and July 26-31).
 - f) Chuck E. Cheese's, 5911 University Avenue, Special Class C liquor - new.

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

- [20.](#) Resolution approving and adopting amendments to Administrative Policy No. 7, City Council Meeting Procedures.
- [21.](#) Resolution approving and adopting a revised job classification for the position of Tourism & Cultural Programs Manager in the Community Development Department.
- [22.](#) Resolution levying a final assessment for costs incurred by the City to remove snow and ice from sidewalks abutting the property located at 1022 W. 22nd Street.
- [23.](#) Resolution levying a final assessment for costs incurred by the City to clean up the property located at 412 N. Ellen Street.
- [24.](#) Resolution approving and authorizing execution of Amendment No. 1 to the Managed Content Licensing and Servicing Agreement with Gordon Flesch Company, Inc. relative to replacement of the City's document imaging system.
- [25.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Community Bank & Trust relative to a post-construction stormwater management plan for 312 West 1st Street.
- [26.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Tidal Wave Auto Spa relative to a post-construction stormwater management plan for 416 Brandilynn Boulevard.
- [27.](#) Resolution approving and authorizing execution of a Temporary Construction Easement Agreement for Stairway, in conjunction with the Downtown Streetscape and Reconstruction Project - Phase II.
- [28.](#) Resolution approving and authorizing execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding with the Iowa Department of Transportation relative to the Greenhill Road & South Main Street Intersection Improvements Project.
- [29.](#) Resolution approving and authorizing execution of a revised Professional Service Agreement with Snyder & Associates, Inc. for 2021 survey services.
- [30.](#) Resolution receiving and filing, and approving the plans, specifications and estimate of cost for the Cedar Heights Drive Reconstruction Project.
- [31.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for façade improvements at 315 State Street.
- [32.](#) Resolution approving a HWY-1 Highway Commercial Zoning District site plan for construction of a coffee shop at 315 Viking Plaza.
- [33.](#) Resolution approving and adopting the *Imagine College Hill!* Vision Plan.
- [34.](#) Resolution approving and authorizing execution of Supplemental Agreement #1 to the Professional Service Agreement with Nagle Signs Inc. relative to the Cedar Falls Wayfinding Signage Project.
- [35.](#) Resolution approving and accepting an Easement for utilities relative to the development project located at 312 West 1st Street.
- [36.](#) Resolution setting May 17, 2021 as the date of the public hearing on a proposal to undertake a public improvement project for the Olive Street Box Culvert Project, and to authorize acquisition of private property for said project.
- [37.](#) Resolution setting May 17, 2021 as the date of public hearing on the proposed rezoning from A-1, Agricultural District and R-1, Residential Zoning District to MU, Mixed Use Residential Zoning District

of certain property located north of Huntington Road and west of Cedar Heights Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Office & Business Park to Planned Development.

Allow Bills and Claims

[38.](#) Allow Bills and Claims of May 3, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, APRIL 19, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

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

53283 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of April 5, 2021 be approved as presented and ordered of record. Motion carried unanimously.

53284 - Rick Sharp, 1623 Birch Street, requested that employee wages and overtime be included in the Council Bills.

53285 - Mayor Green read the following proclamations:

Proclamation recognizing the week of April 18-24, 2021 as Administrative Professional Week and April 21, 2021 as Administrative Professionals Day. Mayor Green recognized City administrative staff.

Proclamation recognizing April 18-24, 2021 as City-Wide Cleanup Week.

Proclamation recognizing April 18-24, 2021 as National Volunteer Week. Volunteer Center of Cedar Valley Executive Director Lauren Finke commented.

Proclamation recognizing April 30, 2021 as Arbor Day. North Cedar Neighborhood Association President Jim Newcomb commented.

Proclamation recognizing May 2021 as Neurofibromatosis Awareness Month and May 17, 2021 as World Neurofibromatosis Awareness Day. T.J. Warren commented and announced a fundraiser walk on September 18, 2021.

53286 - Mayor Green announced that this was the time and place for a hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2020 Sidewalk Assessment Project, Zone 3. Civil Engineer Tolan provided a brief summary of the project and process.

53287 - It was moved by Darrah and seconded by Harding that Resolution #22,326, adopting and levying the final schedule of assessments for the 2020 Sidewalk Assessment Project, Zone 3, be adopted. Following a question by Councilmember deBuhr and response by City Clerk Danielsen, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,326 duly passed and adopted.

53288 - It was moved by Miller and seconded by Harding that Ordinance #2988, amending Chapter 2, Administration, of the Code of Ordinances relative to Mayor and City Administrator duties, be passed upon its second consideration. Jim Skaine, 2215 Clay Street, spoke in opposition to the ordinance. Following comments by Councilmembers Dunn and Darrah, and response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Dunn, Miller. Nay: Sires. Motion carried.

53289 - It was moved by Darrah and seconded by Miller that the following items on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Betty Danielson as a member of the Community Center & Senior Services Board, effective 06/30/2021.

Receive and file the Bi-Annual Report of Community Main Street relative to FY21 Self-Supported Municipal Improvement District (SSMID) funds and an FY21 Economic Development Grant.

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

- a) B&B West, 3105 Hudson Road.
- b) Casey's General Store, 2425 Center Street.
- c) Casey's General Store, 5226 University Avenue.
- d) Casey's General Store, 5908 Nordic Drive.
- e) Casey's General Store, 601 Main Street.
- f) Casey's General Store, 1225 Fountains Way.
- g) The Landmark, 107 Main Street.

Approve the following applications for beer permits and liquor licenses:

- a) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor, Class B wine & outdoor service - renewal.
- b) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor - renewal.
- c) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- d) CVS/Pharmacy, 2302 West 1st Street, Class E liquor - renewal.
- e) Deringer's Public Parlor, 314 1/2 Main Street, Class C liquor – new.
- f) Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service – new with exceptions.

Motion carried unanimously.

53290 - It was moved by Miller and seconded by Harding to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Mario Basurto, Human Rights Commission, term ending 07/01/2021.
- b) Eashaan Vajpeyi, Human Rights Commission, term ending 07/01/2023.
- c) Robert Seymour, Metropolitan Transit Authority Board of Trustees, term ending 06/30/2023.

Following comments by Councilmember Harding, the motion carried unanimously.

- 53291 - It was moved by Darrah and seconded by Harding to receive and file the Mayor's report relative to appointment of members to the Cedar Falls Racial Equity Task Force. Following comments by T.J. Frein, 1319 Austin Way, and responses by Mayor Green and Councilmember Darrah, the motion carried unanimously.
- 53292 - It was moved by Harding and seconded by Darrah to receive and file the Committee of the Whole minutes of April 5, 2021 relative to the College Hill Vision Plan. Following comments by Rick Sharp, 1623 Birch Street, and Councilmember deBuhr, the motion carried unanimously.
- 53293 - It was moved by Harding and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,327, approving and authorizing execution of a Landlord Estoppel Certificate relative to a Lease Agreement between the City, the Board of Trustees of the Municipal Electric Utility, and Cedar Falls Solar Farm, LLC for the use of certain city-owned property located at 800 Viking Road as a solar garden.

Resolution #22,328, approving and authorizing execution of a contract with Quality Striping, Inc. relative to 2021 pavement marking services.

Resolution #22,329, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with River Place Properties II LC, relative to a post-construction stormwater management plan for 302 Main Street.

Resolution #22,330, approving a Central Business District (CBD) Overlay Zoning District site plan for temporary wheat paste murals in the Downtown Business District.

Resolution #22,331, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Eastside Ministerial Alliance, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,332, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Jesse Cosby Neighborhood Center, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,333, approving a revised S-1 Shopping Center District site plan for installation of a kiosk for order pick-up service at 6301 University Avenue.

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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolutions #22,327 through #22,333 duly passed and adopted.

- 53294 - It was moved by Miller and seconded by Harding that Resolution #22,334, approving and authorizing execution of a Service/Product Agreement with Eide Bailly, LLP for Audit Services, be adopted. Following questions and comments by Councilmembers Sires, Harding and deBuhr, and Jim Skaine, 2215 Clay Street, and responses by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Dunn, Miller. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,334 duly passed and adopted.

- 53295 - It was moved by Miller and seconded by Darrah that Resolution #22,335, approving and authorizing execution of a Lease relative to property vacated by the 2008 flood buyout programs, be adopted. Following comments by North Cedar Neighborhood Association President Jim Newcomb and Councilmember Darrah, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,335 duly passed and adopted.

- 53296 - It was moved by Miller and seconded by Harding that Resolution #22,336, approving and authorizing expenditure of funds for replacement of an automated refuse collection unit, be adopted. Following a question by Councilmember Sires and response by Operations and Maintenance Division Manager Heath, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,336 duly passed and adopted.

- 53297 - It was moved by Harding and seconded by Miller that Resolution #22,337, approving the Certificate of Completion and accepting the work of K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project, Phase I, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Public Works Director Schrage, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,337 duly passed and adopted.

- 53298 - It was moved by Harding and seconded by Miller that Resolution #22,338, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for 2021 survey services, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, and response by Public Works Director Schrage, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,338 duly passed and adopted.

- 53299 - It was moved by Harding and seconded by Miller that Resolution #22,339, approving and accepting a Lien Notice and Special Promissory Note for property

located at 721 West 17th Street relative to the Rental to Single Family Owner Conversion Incentive Program, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Community Development Director Sheetz, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,339 duly passed and adopted.

53300 - It was moved by Darrah and seconded by Harding that Resolution #22,340, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for remodel of a duplex at 704-706 West 28th Street, be adopted. Following comments by Councilmember Kruse, it was moved by Kruse and seconded by Sires to amend the motion to allow four persons per unit. Following questions and comments by Councilmembers Harding, deBuhr, Kruse and Dunn, and responses by Community Development Director Sheetz, the motion to amend failed 3-4, with deBuhr, Darrah, Dunn and Miller voting Nay. Following due consideration by the Council, the Mayor put the question on the original motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,340 duly passed and adopted.

53301 - It was moved by Harding and seconded by Miller that Resolution #22,341, setting May 3, 2021 as the date of public hearing on proposed amendments to the City's FY2021 Budget, 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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,341 duly passed and adopted.

53302 - It was moved by Harding and seconded by Darrah that the bills and claims of April 19, 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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.

53303 - Councilmember deBuhr thanked staff for safety improvements that were made on the trails around Dry Run Creek.

Operations and Maintenance Division Manager Heath responded to questions by Councilmember Sires and Kruse regarding leasing equipment from John Deere versus purchasing.

Mayor Green encouraged Councilmembers to participate in ride-a-longs with City staff and congratulated Lt. Gersema on his promotion.

53304 - City Administrator Gaines announced a Save the Date for May 11, 2021 for a Public Safety ceremony to honor promotions throughout the year.

Community Development Director Sheetz provided a timeline for the College Hill Vision Plan.

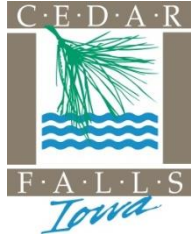
- 53305 - It was moved by Kruse and seconded by Miller to adjourn to Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3), and Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for the property. Upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:28 P.M.

Mayor Green reconvened the Council Meeting at 8:53 P.M. and stated that Collective Bargaining and Property Acquisition had been discussed but that no further action was required at this time.

- 53306 - It was moved by Darrah and seconded by Miller that the meeting be adjourned at 8:54 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600



HISTORIC PRESERVATION MONTH

MAY 2021

WHEREAS, Historic Preservation Month was first established by President Richard Nixon in 1973 and later expanded in 2005 to celebrate our nation’s heritage through historic places; and

WHEREAS, First Lady Patricia Nixon noted, *“As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future”*; and

WHEREAS, historic preservation in our City is carried out with passion by the Cedar Falls Historical Society, Historic Preservation Commission, Community Main Street, and Central Business District planning; and

WHEREAS, the City of Cedar Falls is currently overhauling the Zoning Code for the first time in fifty years, and will continue to preserve historic character while encouraging greater flexibility in the use of land and buildings in our city; and

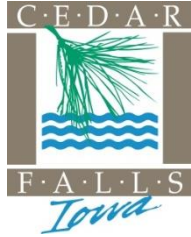
WHEREAS, it is worthy and fitting for residents to celebrate the role of historical places in our lives and reflect upon the shared heritage which shapes and unites us;

NOW THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 2021 as **Historic Preservation Month** in the city and encourage all citizens to appreciate the architectural treasures in our Downtown and original neighborhoods, and to recognize the strong sense of place and quality of life they provide to residents and visitors alike.



Signed this 29th day of April, 2021.

Mayor Robert M. Green



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PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 2 – MAY 8, 2021

WHEREAS, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

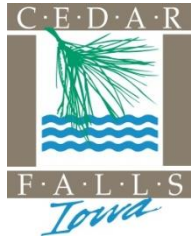
WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations;

NOW THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby recognize the week of May 3 through May 9, 2021, as **Professional Municipal Clerks Week**, and further extend the people’s appreciation to our City Clerk, Ms. Jacque Daniels, and to *all* Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



Signed this 29th day of April, 2021.

Mayor Robert M. Green



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ECONOMIC DEVELOPMENT WEEK

MAY 9-15, 2021

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining and expanding jobs that facilitate growth, enhance wealth and provide a stable tax base; and

WHEREAS, economic developers stimulate entrepreneurship to help establish the next generation of new businesses, which is essential to a thriving Cedar Valley economy; and

WHEREAS, economic developers are engaged in a wide variety of settings that include rural, urban, local, state and federal governments, private-public partnerships, chambers of commerce, universities and other institutions; and

WHEREAS, Grow Cedar Valley is the economic development organization that provides the regional economic and community vision for the Cedar Valley; and

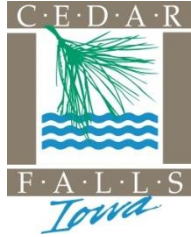
WHEREAS, Grow Cedar Valley and its economic partners in Cedar Falls are securing a vision of growth and economic development through programs explicitly directed at improving the economic climate, including business, workforce diversity, finance, marketing, business retention and expansion, technology transfer and real estate development; and

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby recognize May 9-15, 2021 as **Economic Development Week** in the City of Cedar Falls and encourage citizens and businesses to appreciate the vital role played by Grow Cedar Valley and its partners in the prosperity of our region, and in improving career opportunities and overall quality of life in Cedar Falls.



Signed this 29th day of April, 2021.

Mayor Robert M. Green



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319-273-8600



NATIONAL POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY

MAY 9-15, 2021 / SATURDAY, MAY 15, 2021

WHEREAS, More than 800,000 law enforcement officers serve in communities across the United States, including 67 sworn officers in the Cedar Falls Department of Public Safety Services; and

WHEREAS, since the first recorded death in 1792, nearly 18,000 law enforcement officers in the U.S. have made the ultimate sacrifice in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial, which was dedicated in 1991 in Washington, D.C.; and

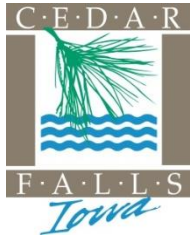
WHEREAS, in 1962, President John F. Kennedy designated May 15 as Peace Officers Memorial Day, directing that all flags in the nation be flown at half-staff on that date in honor of fallen law enforcement officers and their families;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby declare May 9-15, 2021, as **Police Week** and May 15 as **Peace Officers Memorial Day** throughout the city, and I call on all citizens to express their appreciation to the law enforcement officers in our community who secure the safety of the public under challenging conditions each and every day.

Signed this 29th day of April, 2021.



Mayor Robert M. Green



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JEN FIELDING LEARN TO SWIM DAY

SATURDAY, MAY 15, 2021

WHEREAS, swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, education plays an essential role in Water Safety, for preventing drowning and minimizing the risk of recreational water-related injuries; and

WHEREAS, the Centers for Disease Control states that, on average, more than 3,500 Americans drown each year in non-boating accidents – about ten deaths per day – with one in five being younger than age 14; and

WHEREAS, for more than fifty years, Ms. Jen Fielding taught generations of Cedar Falls children to swim, beginning in 1958 until 2014, and left an lasting legacy of local water safety, evidenced by the city's naming of the baby pool at Ray Edwards Pool in her honor in 1997; and

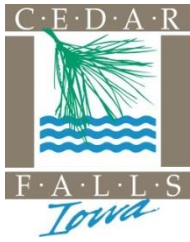
WHEREAS, it is fitting to dedicate the national Learn to Swim Day in memory of Ms. Fielding's commitment to water safety in Cedar Falls,

NOW THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby recognize May 15, 2021 as **Jen Fielding Learn to Swim Day** in Cedar Falls, and encourage all residents to understand and practice water safety and to learn to swim for the sake of enjoyment, exercise, and personal safety.



Signed this 29th day of April, 2021.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN

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



BIKE MONTH, BIKE TO WORK WEEK, AND RIDE OF SILENCE DAY

MAY 2021 / MAY 17-23, 2021 / MAY 19, 2021

WHEREAS, Cedar Falls has been declared a Bicycle-Friendly Community at the Bronze Level by the League of American Bicyclists; and

WHEREAS, Cedar Falls is implementing a Complete Streets philosophy for safely accommodating bicycles and pedestrians along the city's roadways; and

WHEREAS, Cedar Falls adopted the Cedar Falls Bicycle Plan in 2009 to reduce bicycle/motorist collisions, educate the public, and promote bicycling for both recreation and commuting; and

WHEREAS, bikeability has been shown to increase home values nationwide, and contributes to the local economy through services and tourism; and

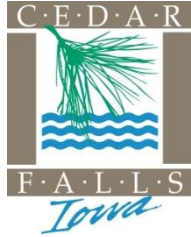
WHEREAS, the annual Ride of Silence is an international bicycle ride to remember cyclists killed and support those injured while riding on public roads, and this event seeks to raise awareness among motorists, the public and decision-makers of the dangers faced by cyclists on our roadways, especially from other traffic;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 2021 as **National Bike Month** in Cedar Falls, May 17-23, 2021 as **Bike to Work Week**, and May 19, 2021 as **Ride of Silence Day** in Cedar Falls, and I encourage citizens to recognize the importance of bicycle safety, and to participate in bicycle activities and organizations for recreation, transportation, and health during the month of May as well as throughout the year.



Signed this 30th day of April, 2021.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600



NATIONAL ASTRONAUT DAY

MAY 5, 2021

WHEREAS, sixty years ago, on May 5, 1961, Alan Shepard became the first American in space aboard NASA’s *Freedom 7* Mercury spacecraft, ushering the United States into the era of American manned spaceflight; and

WHEREAS, our city proudly joined the ranks of astronaut hometowns with the graduation of Cedar Falls native Raja Chari to NASA’s Astronaut Corps on January 10, 2020 as part of the *Artemis* program to return to the Moon; and

WHEREAS, America’s commitment to, and investment in, manned spaceflight will lead to many opportunities for innovative engineers, scientists, technicians and other professionals and workers in the decades ahead; and

WHEREAS, astronauts embody the highest ideals of leadership, teamwork, integrity, discipline, problem-solving, and excellence under pressure, and these traits are worthy of emulation by Cedar Falls citizens young and old alike;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 5, 2021 as **National Astronaut Day** in the city, and do encourage citizens to use learn about and appreciate the legacy and future of manned spaceflight, and to celebrate and emulate the astronauts who have worked tirelessly to put humanity into Earth’s orbit, and to the Moon, and to Mars and beyond.

Signed this 29th day of April, 2021.



Mayor Robert M. Green



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: April 27, 2021
SUBJECT: FY2021 Budget Amendment

Attached please find the Notice of Public Hearing – Amendment of Current Budget for the FY2021. This is necessary due to timing of various projects and participation of grant programs. As the notice shows additional intergovernmental, charges for services, miscellaneous, and other financing sources revenues as well as cash reserves will primarily offset these expenditures.

Also included in the amendment are the proposed line item amendments by the various departments. Those departmental amendments are also attached to this memo.

As noted in the attached Notice of Public Hearing, there are increases to six of the nine program areas.

- The Public Safety program is made of up following three divisions: Police Operation, Fire Operations, Inspection Services and it also includes Police and Fire Retirement funds, Public Safety Grant funds and Police Forfeitures funds. The increase expenditures to this program are due to participation in grant programs it includes police operation overtime and equipment, as well as equipment purchases under police forfeiture fund. These additional expenditures will be offset with \$26,200 in additional intergovernmental grant revenues. The City will also use cash reserves of \$100,000 and future trust and agency levy revenues from the Police retirement fund account to offset additional workers comp. expenditures.
- Public Works program has \$1,715,000 in additional expenditures, due to timing of capital projects, which include various projects in the Street Repair fund, primarily due to the overlap of projects from one fiscal year to another. These projects include Union Road reconstruction, 12th Street reconstruction, Ridgeway Avenue and the annual Seal Coat and Street Patching projects. Cash reserves and additional miscellaneous revenues were used to offset the additional expenditures.
- Cultural and Recreation program has an increase due to the Hearst Center for the Arts' participation in CARES grant programs, in which the City received additional intergovernmental funding of \$35,000 to offset the decrease revenues during the year due to the pandemic. The Library will use \$41,500 in General fund Cash Reserves, or Levy Reserves to cover increased expenditures in program and service offerings, as well as additional revenues of \$162,900 from

endowment funds to cover the library carpeting project.

- Community & Economic Development program has additional expenditures which are covered by additional CARES grant revenues from US-Department of Housing and Urban Development (HUD). The Section 8 Housing program used \$26,570 in CARES funding, it used this for administrative costs for remote working (computer equipment, cell phones, and additional software online applications). Community Development Block Grant (CDBG) program used \$72,182 in CARES funding, it was used to fund additional outside agencies support during the pandemic and related planning and reporting administrative costs. The City was also awarded through the State of Iowa CARES funding, which we awarded a portion to area schools, outside agency and will use the remainder towards City projects to help cover software computer costs, all costs are related to the pandemic. CDBG – HOME program used additional intergovernmental revenues of \$19,000 to fund rehab projects. Section 8 Housing program made additional HAP payments and used additional intergovernmental revenues (\$56,500) to offset these.
- Capital Projects program has noted an increase of \$1,810,200. The City will receive additional intergovernmental revenues from FEMA towards the costs of PPE supplies and offset of wages towards disinfection at the Fall Aquatic Center this past season. The additional expenditures are also due to the timing of large capital projects, these projects include; W. 1st Street Reconstruction, Clay Street Drainage project, Dam Safety Improvements and the annual Sidewalk project. Additional intergovernmental and miscellaneous revenues and reserve bond proceeds will offset these expenditures. Included in this program area is Economic Development which purchased rural water service rights during the year. Cash reserves were used and the fund will be offset by future TIF revenues.
- Business Type program has \$815,700 in additional expenditures. The Stormwater Bond fund had additional expenditures due to the timing of capital projects. These projects include Campus Street Bridge, Permeable Alley project, and Walnut Street Box Culvert. Previously received bond funds will be used to offset these additional expenditures. The Refuse fund used additional revenues and cash reserves to offset additional expenditures related to regular operations. The Sewer fund used additional revenues to offset unexpected equipment replacement costs.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
CEDAR FALLS
 Fiscal Year July 1, 2020 - June 30, 2021

The City of CEDAR FALLS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/3/2021 07:00 PM

Contact: Jennifer Rodenbeck

Phone: (319) 273-8600

Meeting Location: Cedar Falls City Hall, 220 Clay Street

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	22,728,404	0	22,728,404
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	22,728,404	0	22,728,404
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	3,851,770	0	3,851,770
Other City Taxes	6	6,155,607	0	6,155,607
Licenses & Permits	7	984,000	0	984,000
Use of Money & Property	8	1,532,880	0	1,532,880
Intergovernmental	9	11,988,060	564,711	12,552,771
Charges for Service	10	14,432,050	218,250	14,650,300
Special Assessments	11	0	0	0
Miscellaneous	12	1,317,869	116,800	1,434,669
Other Financing Sources	13	1,445,000	600,000	2,045,000
Transfers In	14	13,371,460	0	13,371,460
Total Revenues & Other Sources	15	77,807,100	1,499,761	79,306,861
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	12,796,060	126,200	12,922,260
Public Works	17	12,555,450	1,715,000	14,270,450
Health and Social Services	18	232,000	0	232,000
Culture and Recreation	19	8,818,580	254,150	9,072,730
Community and Economic Development	20	3,591,720	302,311	3,894,031
General Government	21	5,974,930	0	5,974,930
Debt Service	22	955,710	0	955,710
Capital Projects	23	18,950,900	1,810,200	20,761,100
Total Government Activities Expenditures	24	63,875,350	4,207,861	68,083,211
Business Type/Enterprise	25	9,508,540	815,700	10,324,240
Total Gov Activities & Business Expenditures	26	73,383,890	5,023,561	78,407,451
Transfers Out	27	13,371,460	0	13,371,460
Total Expenditures/Transfers Out	28	86,755,350	5,023,561	91,778,911
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,948,250	-3,523,800	-12,472,050
Beginning Fund Balance July 1, 2020	30	85,926,029	0	85,926,029
Ending Fund Balance June 30, 2021	31	76,977,779	-3,523,800	73,453,979

Explanation of Changes: These over expenditures are primarily due to timing of capital projects and participation in various grant programs. Some of the expenditures are covered by additional revenues: intergovernmental charges for services, miscellaneous, other financing sources, as well as cash reserves.

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2021 BUDGET

FINANCE & BUSINESS OPERATIONS

BUDGET ADJUSTMENT - INTO				BUDGET ADJUST - FROM				GENERAL FUND CASH USED		REASON FOR ADJUSTMENT
DEPARTMENTS	ACCOUNT NUMBER	ACCOUNT NAME	FY2021 BUDGET	PROJECTED EXPENDITURES	ACCT BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT	FUND CASH USED	
Public Records	101-1008-441 6303 101-1008-441 6304	Life Insurance Dues & Memberships	\$550.00 \$500.00	\$550.00 \$500.00	(\$20.00) (\$100.00)	101-1008-441 6304 101-1008-441 6305	LTD Insurance Travel	\$20.00 \$100.00		Over expended from item offset by underspent line item.
FBO Administration	101-1028-441 6403 101-1028-441 7101 101-1028-441 8201	Life Insurance Office Supplies Telephone	\$510.00 \$300.00 \$300.00	\$550.00 \$1,000.00 \$550.00	(\$50.00) (\$700.00) (\$150.00)	101-1028-441 6102 101-1028-441 7299 101-1028-441 8148	Part-time Wages Per diem Contract Services	\$50.00 \$300.00 \$550.00		Over expended from item offset by underspent line item
Financial Services	101-1028-441 8153 101-1028-441 8157 101-1028-441 8917	Job Notices Pay Plan Study Bank Service Charges	\$20,000.00 \$15,000.00 \$0.00	\$20,000.00 \$18,000.00 \$1,500.00	(\$3,000.00) (\$3,000.00) (\$1,500.00)	101-1028-441 7299 101-1028-441 8153 101-1028-441 8155 101-1028-441 8156 101-1028-441 8201 101-1028-441 8205 101-1028-441 8206 101-1028-441 8882 101-1028-441 9301 101-1199-441-8913	Per diem Emergency Supplies Merchandise Employee Assistance Program Employee Wellness Program Telephone Travel Repair of Telephone Section 115 Equipment Contingency	\$2,500.00 \$2,000.00 \$1,500.00 \$3,000.00 \$11,300.00 \$1,200.00 \$1,000.00 \$1,000.00 \$500.00 \$2,000.00 \$7,000.00		Over expended from item offset by underspent line item
Legal	101-1048-441 8101 101-1048-441 8103 101-1048-441 8401 101-1048-441 8402 101-1048-441 8403 101-1048-441 8404 101-1048-441 8501 101-1048-441 8502 101-1048-441 8503 101-1048-441 8504 101-1048-441 8505 101-1048-441 8506	Furl-time Wages Over time Health Insurance Premiums Health Insurance Retiree Life Ins. LTD Ins. FICA PERA FERS Legal Consultants Real Estate/Physicals Dues & Memberships Education	\$225,000.00 \$500.00 \$19,500.00 \$400.00 \$710.00 \$15,000.00 \$21,700.00 \$21,700.00 \$172,000.00 \$32,000.00 \$500.00 \$150.00	\$230,000.00 \$1,300.00 \$26,100.00 \$1,000.00 \$780.00 \$16,500.00 \$21,800.00 \$21,800.00 \$172,000.00 \$32,000.00 \$500.00 \$1,250.00	(\$800.00) (\$800.00) (\$8,500.00) (\$800.00) (\$700.00) (\$1,000.00) (\$1,000.00) (\$1,000.00) (\$15,000.00) (\$25,000.00) (\$100.00) (\$500.00)	101-1048-441 8101 101-1048-441 8103 101-1048-441 8401 101-1048-441 8402 101-1048-441 8403 101-1048-441 8404 101-1048-441 8501 101-1048-441 8502 101-1048-441 8503 101-1048-441 8504 101-1048-441 8505 101-1048-441 8506	Office Supplies Legal Code Enforcement Civil Service Commission Telephone Dues, Books & Magazines Travel Economic Development	\$300.00 \$2,400.00 \$4,000.00 \$180.00 \$250.00 \$150.00 \$43,000.00		Over expended from item offset by underspent line item
Library	101-1060-423 8101 101-1060-423 8401 101-1060-423 8403 101-1060-423 8404 101-1060-423 8501 101-1060-423 8502 101-1060-423 8503 101-1060-423 8504 101-1060-423 8505 101-1060-423 8506 101-1060-423 8507 101-1060-423 8508 101-1060-423 8509 101-1060-423 8510	Salaries - Full Time Health Insurance Premiums Life Insurance LTD Insurance PERA Public Relations License & Service Contracts Adult Books Youth Books Entertainment Support Programs Structural Improvements & Buildings Equipment	\$502,330.00 \$98,200.00 \$1,500.00 \$1,500.00 \$1,500.00 \$98,670.00 \$1,000.00 \$13,000.00 \$0.00 \$0.00 \$50,000.00 \$0.00 \$0.00	\$532,330.00 \$101,200.00 \$1,800.00 \$1,800.00 \$1,800.00 \$91,170.00 \$1,650.00 \$25,300.00 \$1,050.00 \$300.00 \$240,000.00 \$4,150.00 \$10,100.00	(\$30,000.00) (\$13,000.00) (\$300.00) (\$300.00) (\$300.00) (\$2,500.00) (\$850.00) (\$12,300.00) (\$1,050.00) (\$300.00) (\$180,000.00) (\$4,150.00) (\$10,100.00)	101-1060-423 8501 101-1060-423 8502 101-1060-423 8503 101-1060-423 8504 101-1060-423 8505 101-1060-423 8506 101-1060-423 8507 101-1060-423 8508 101-1060-423 8509 101-1060-423 8510	Library Cash & Materials - Revenue Library Endowments - Revenue Part-time Wages Per diem Building Repair Professional Services Telephone Travel License Repairs & Maintenance Friends Supporter Programs	\$1,350.00 \$162,500.00 \$235,000.00 \$1,600.00 \$1,600.00 \$4,000.00 \$1,300.00 \$2,000.00 \$10,000.00 \$20,000.00 \$10,000.00		Over expended from item offset by underspent line item and additional revenues
Library Levy	101-1061-423 8102 101-1061-423 8101 101-1061-423 8306 101-1061-423 8920 101-1061-423 8926 101-1061-423 8929 101-1061-423 8942 101-1061-423 8946	Part-time Wages License & Service Contract Education Adult Books Non-Full Resources Newspapers Adult E-Materials Youth E-Materials	\$9,300.00 \$40,000.00 \$0.00 \$45,000.00 \$19,000.00 \$1,650.00 \$18,000.00 \$5,500.00	\$10,300.00 \$52,800.00 \$390.00 \$47,000.00 \$22,250.00 \$2,250.00 \$18,000.00 \$7,900.00	(\$1,000.00) (\$12,800.00) (\$300.00) (\$2,000.00) (\$3,250.00) (\$600.00) (\$4,150.00) (\$2,400.00)	101-1060-104 0000 101-1061-423 8101 101-1061-423 8901	General Fund - Cash Part-time Wages Equipment	\$41,500.00 \$14,000.00	\$41,500.00	Over expended from item offset by underspent line items and Levy cash reserves.
City Administrator	101-1118-441 8101 101-1118-441 8401 101-1118-441 8403 101-1118-441 8501 101-1118-441 8601 101-1118-441 7101 101-1118-441 7299 101-1118-441 8131	Full-time Wages Health Insurance Premiums Life Insurance FICA IPERS Office Supplies Per diem Business Retail Accounting	\$342,870.00 \$32,210.00 \$1,050.00 \$21,750.00 \$32,280.00 \$200.00 \$0.00 \$1,500.00	\$344,100.00 \$41,310.00 \$1,300.00 \$22,650.00 \$32,480.00 \$390.00 \$100.00 \$23,500.00	(\$1,300.00) (\$9,100.00) (\$80.00) (\$800.00) (\$800.00) (\$100.00) (\$100.00) (\$23,000.00)	101-1118-441 7211 101-1118-441 8188 101-1118-441 8305 101-1118-441 9301	Dues, Books Magazines Economic Development Travel Equipment	\$100.00 \$30,000.00 \$3,000.00 \$410.00		Over expended from item offset by underspent line items. Payment of incentive bonus to City Code Valley offset by underspent line item.

Item 9.

	101-1199-441 6003 101-1199-441 6004	Life Insurance LTD Insurance	\$310.00 \$310.00	\$340.00 \$220.00	(\$20.00) (\$10.00)					\$40.00		Over expended line item covered underspent line items.
	101-1199-441 6601	IPERS	\$3,000.00	\$4,000.00	(\$1,000.00)					\$40.00		Over expended line item covered underspent line items.
Admin/Legal Misc.	101-1199-431 9819 101-1199-441 8111 101-1199-441 8914	NET Reale 9 Election Retards	\$0.00 \$0.00 \$2,000.00	\$33,700.00 \$50,500.00 \$4,000.00	(\$33,700.00) (\$50,500.00) (\$2,000.00)					\$33,700.00 \$5,000.00 \$400.00		Budget allocated to Income line item Special election held 7/7/2020 & 8/4/2020; offset by underspent line item Uncovered refunds offset by underspent line item
Council	101-1199-441 8601		\$3,000.00	\$4,000.00	(\$1,000.00)					\$1,000.00		Over expended line item covered underspent line items.
Data Processing	606-1079-441 8303 606-1079-441 8170 606-1079-441 8810	Life Insurance Contract Services Software Support Agreements	\$1,200.00 \$35,000.00 \$187,420.00	\$1,230.00 \$47,070.00 \$206,140.00	(\$110.00) (\$12,070.00) (\$18,710.00)					\$110.00 \$10,000.00 \$10,220.00		Over expended line item offset by underspent line item
Cable TV	254-1088-431 8401 254-1088-431 7301 254-1088-431 7201 254-1088-431 8916 254-1088-431 9201	Health Insurance Premiums Repair & Maintenance Supplies Operating Supplies Community Program Structure Improvements & Bldg	\$40,140.00 \$3,000.00 \$6,000.00 \$35,000.00 \$0.00	\$42,500.00 \$4,000.00 \$8,000.00 \$37,000.00 \$10,220.00	(\$2,360.00) \$4,000.00 \$2,000.00 \$2,000.00 (\$10,220.00)					\$2,360.00 \$5,000.00 \$10,220.00		Over expended line items offset by underspent line items.
Parking	258-6531-435 7201 258-6531-435 9201	Operating Supplies Telephone	\$3,000.00 \$650.00	\$6,500.00 \$1,650.00	(\$3,500.00) (\$1,000.00)					\$4,500.00		Rebilled parking permits, new credit card fees offset by underspent line item Cellular service of new parking citation handhelds off set by underspent line item
Hospital	215-1230-421 9845 215-1230-421 9845	Community Health Care Farm Buses	\$187,200.00 \$172,000.00	\$194,500.00 \$172,200.00	(\$7,300.00) (\$800.00)					\$6,000.00		There was a carryover grant from FY20 due to COVID that was extended thru FY21. This over expenditure and other over expenditures offset by under expended line item.
Street Repair	242-1200-431 9251 242-1200-431 9285 242-1200-431 9291 242-1200-431 9299 242-1200-431 9279	Seal Coat Program Union Road Reconstruction 12th St Reconstruction Street Paving Ridgeway Ave Reconstruction	\$100,000.00 \$0.00 \$300,000.00 \$0.00 \$0.00	\$300,000.00 \$400,000.00 \$700,000.00 \$400,000.00 \$300,000.00	(\$200,000.00) (\$400,000.00) (\$400,000.00) (\$400,000.00) (\$300,000.00)					\$1,700,000.00		Over expenditures due to timing of capital projects and timing of reimbursements from other funding sources.
Dial Service	311-1801-468 4169	Principal - 20 GC Bonds	\$0.00	\$120,000.00	(\$120,000.00)					\$41,820.00 \$94,180.00		Over expenditures due to timing of 2020 bond sale and the breakdown between principal and interest.
Emergency Reserve Fund	404-1220-431 6102 404-1220-431 6601 404-1220-431 9880 404-1220-431 9237	Pay-Info Wages Employee Benefits COVID Emergency Buyout Demo	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00.00 \$1,000.00 \$85,000.00 \$300.00	(\$0.00.00) (\$1,000.00) (\$85,000.00) (\$200.00)					\$95,200.00		Over expenditure due to expenditures related to COVID-19 Response and eligible for reimbursement.
Bond Funds	438-1220-431 9483 438-1220-431 9512 438-1220-431 9980 438-1220-431 9982	Wald Hill Street Greenhill Road Extension Dam Safety Improvements City St Drainage	\$0.00 \$0.00 \$0.00 \$0.00	\$50,000.00 \$60,000.00 \$10,000.00 \$300,000.00	(\$50,000.00) (\$60,000.00) (\$10,000.00) (\$300,000.00)					\$50,000.00 \$60,000.00 \$10,000.00 \$300,000.00		Expenditures will be offset by reimbursements from the State. The City's share is a 50/50 split. Expenditures will be offset by reimbursements received. Over expenditure will be offset by bond proceeds already sold. Over expenditure will be offset by bond proceeds already sold.
Special Assessments	473-1220-431 9889	Sidewalk Project	\$0.00	\$75,000.00	(\$75,000.00)					\$25,000.00 \$50,000.00		Sidewalk project expenditures will be offset by payments already received by home owners and future special assessment property tax collections.
TOTAL ADJUSTMENTS										\$75,000.00		
GEN FUND CASH USED BY F.B.O.										\$2,294,720.00		\$41,500.00

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2021 BUDGET

COMMUNITY DEVELOPMENT

BUDGET ADJUST - N/TO

BUDGET ADJUST - FROM

DEPARTMENTS DIVISIONS	ACCOUNT NUMBERS	ACCOUNT NAME	FY2021 BUDGET	PROJECTED FY2021 EXPENDITURES	ACCT BAL BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT	GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
Community Dev. - Admin.	101-2226-432 6403	Life Insurance	\$430.00	\$460.00	(\$30.00)	101-2226-432 6103	Overtime	\$600.00		Over expended line item offset by underspent line item.
	101-2205-432 6501	FICA	\$9,460.00	\$10,050.00	(\$570.00)			\$500.00		
Inspection Services	101-2236-412 6101	Full-time Wages	\$266,990.00	\$269,990.00	(\$3,000.00)	101-2236-412 6103	Overtime	\$11,980.00		Over expended line item offset by underspent line items.
	101-2236-412 6402	Health Insurance Benefits	\$1,630.00	\$2,130.00	(\$500.00)	101-2236-412 6101	Professional Services	\$1,000.00		
	101-2236-412 6403	Life Insurance	\$1,620.00	\$1,800.00	(\$180.00)	101-2236-412 6305	Travel	\$4,000.00		Costs not reflected in budget for additional costs for materials significantly higher than budgeted. offset by underspent line items.
	101-2236-412 7107	Code Enforcement	\$10,000.00	\$25,000.00	(\$15,000.00)	101-2236-412 8036	Education	\$3,000.00		Over expended line items offset by underspent line items.
	101-2236-412 8001	Repair & Maintenance	\$0.00	\$1,000.00	(\$1,000.00)			\$19,600.00		
					(\$10,000.00)					
Planning & Community Services	101-2245-442 6103	Overtime	\$1,000.00	\$2,500.00	(\$1,500.00)	101-2245-442 6102	Part-time Wages	\$1,500.00		Over expended line item offset by underspent line item
	101-2246-442 8101	Professional Services	\$13,000.00	\$21,000.00	(\$8,000.00)	101-2246-442 6101	Full-time Wages	\$9,000.00		Over expended line item due to legal fees. offset by underspent line item.
Spec. & Housing	217-2214-432 6101	Full-time Wages	\$62,630.00	\$69,930.00	(\$7,300.00)	217-0000-341-0300	See 8 Housing Federal Grant - Revenue	\$26,570.00		Additional wages due to CARES meetings, budget review, etc.; additional CARES grant revenue received
	217-2214-432 6403	Life Insurance	\$200.00	\$230.00	(\$30.00)			\$500.00		
	217-2214-432 6404	LTD Insurance	\$1,520.00	\$2,200.00	(\$680.00)			\$3,000.00		
	217-2214-432 8101	Professional Services	\$4,500.00	\$24,500.00	(\$20,000.00)			\$9,000.00		CARES Grant received, purchased additional software modules for remote work capabilities.
	217-2214-432 8201	Telephone	\$100.00	\$1,000.00	(\$900.00)			\$3,000.00		CARES Grant received, purchased cell phones for remote work capabilities.
	217-2214-432 8201	Equipment	\$0.00	\$3,200.00	(\$3,200.00)			\$500.00		CARES Grant received, purchased laptops and scanners/printers for remote work capabilities.
	217-2214-432 7101	Office Supplies	\$300.00	\$650.00	(\$350.00)			\$9,000.00		Over expended line item offset by underspent line item
	217-2214-432 8861	Housing Assistance Payments	\$1,173,000.00	\$1,239,000.00	(\$66,000.00)	217-0000-341-0300	Housing Assst- Damages	\$5,500.00		Over expended due to client's loss of income during pandemic, covered with additional revenue and underspent line items
					(\$91,970.00)	217-2214-432 6965	Admin- Fuel Dual Others	\$500.00		
								\$31,920.00		
Block Grant	223-2224-432 6101	Full-time Wages	\$31,720.00	\$151,720.00	(\$120,000.00)	223-0000-341-0100	Comm Devl Block Grant - CARES Revenue	\$30,680.00		Awarded CARES Grant, used to cover additional expenditures due to meetings, plan updates and monitoring new projects
	223-2224-432 6403	Health Insurance Premiums	\$620.00	\$1,080.00	(\$460.00)			\$72,960.00		Over expended line item offset by underspent line item
	223-2224-432 6404	Life Insurance	\$10.00	\$80.00	(\$70.00)			\$30,000.00		Awarded CARES Grant, used to cover additional expenditures due to meetings, plan updates and monitoring new projects
	223-2224-432 6501	FICA	\$480.00	\$1,480.00	(\$1,000.00)			\$21,120.00		Over expended line item offset by underspent line item
	223-2224-432 6801	IFERS	\$390.00	\$1,790.00	(\$1,400.00)			\$17,000.00		Over expended line item offset by underspent line item
	223-2224-432 7101	Printing	\$100.00	\$500.00	(\$400.00)			\$17,000.00		Over expended line item offset by underspent line item
	223-2224-432 8101	Professional Services	\$31,900.00	\$48,500.00	(\$16,600.00)			\$17,000.00		Over expended line item offset by underspent line item
	223-2224-432 8807	Partners	\$0.00	\$11,500.00	(\$11,500.00)	223-2224-432 8850	Rentals	\$72,960.00		Over expended line item offset by underspent line item
	223-2224-432 8815	Seasonal Salary	\$0.00	\$10,000.00	(\$10,000.00)			\$30,000.00		Agencies were not budgetarily budgeted for FY2021, updated annual plan to award, offset underspent line items
	223-2224-432 8823	Food Service	\$0.00	\$9,480.00	(\$9,480.00)			\$21,120.00		Agencies were not budgetarily budgeted for FY2021, updated annual plan to award, offset underspent line items
	223-2224-432 8833	NE Iowa Food Bank	\$0.00	\$61,920.00	(\$61,920.00)	223-0000-341-0100	Comm Devl Block Grant - CARES Revenue	\$21,120.00		Agencies were not budgetarily budgeted for FY2021, updated annual plan to award, offset underspent line items
	223-2224-432 8859	State Courts - CIV2	\$0.00	\$70,000.00	(\$70,000.00)			\$177,429.00		Also requested CARES Grant, used to fund additional agency funding
223-2224-432 8102	Part-time Wages	\$0.00	\$1,500.00	(\$1,500.00)	223-0000-341-0100	Comm Devl Block Grant - CARES Revenue	\$1,500.00		Over expended due to timing of project; offset by underspent line item	
223-2224-432 8101	Rentals - Professional Services	\$48,500.00	\$59,500.00	(\$11,000.00)			\$10,000.00		Awarded CARES Grant, used to cover additional expenditures for plan updates and monitoring new projects	
223-2224-432 8864	Home Program	\$0.00	\$10,000.00	(\$10,000.00)	223-0000-341-0102	Home Program Grant - Revenue	\$19,600.00		Expenditures offset by Grant revenue.	
				(\$311,701.00)			\$311,701.00			

Development	483-225-423 8903 483-225-423 8916 484-225-423 8110	TIFF Payments Marketing Land Acquisition	\$0.00 \$0.00 \$0.00	\$600,000.00 \$20,000.00 \$600,000.00	(\$600,000.00) (\$20,000.00) (\$600,000.00)	483-000-392 0103 483-000-104-0000 484-000-371-0800	Transfer In Economic Development - Cash Economic Development - Cash Misc. Receipts - Revenue	\$600,000.00 \$20,000.00 \$581,200.00 \$38,800.00	\$600,000.00 \$20,000.00 \$581,200.00	\$0.00	TIFF payments made out of Economic Development fund will be reimbursed by TIFF collection revenue Other expenditures will be offset by economic development cash reserves. Other expenditures due to purchases of water service rights and will be offset by future TIFF revenues. Other expenditure will be offset by base and farm rent payments received on the properties.
Recreation	101-2253-423 6101 101-2253-423 6401 101-2253-423 6403 101-2253-423 6901 101-2253-423 8806	Full-time Wages Health Insurance Premiums Life Insurance Refunds Indoor Pool Operations	\$321,190.00 \$54,890.00 \$880.00 \$5,000.00 \$52,000.00	\$337,190.00 \$59,880.00 \$1,080.00 \$6,000.00 \$67,000.00	(\$16,000.00) (\$5,000.00) (\$100.00) (\$1,000.00) (\$15,000.00)	101-2253-423 6112 101-2253-423 6127 101-2253-423 6901 101-2253-423 7901 101-2253-423 7218 101-2253-423 8830 101-2253-423 8904	Playground Wages Childcare Wages PIERS Office Supplies Playground Supplies Pool Concessions Maintenance & Upkeep Sales Tax	\$16,000.00 \$5,000.00 \$100.00 \$2,900.00 \$5,000.00 \$2,900.00 \$1,000.00	\$16,000.00 \$5,000.00 \$100.00 \$2,900.00 \$5,000.00 \$2,900.00 \$1,000.00	Over expended line items due to overlap of employees due to retirement, offset by undespent line items. Other expended line item due cancelled programs due to pandemic, offset by undespent line item. Additional expenditures for City share of Indoor Pool electrical work, offset by undespent line items.	
Cultural	101-2280-423 6403 101-2280-423 6404 101-2280-423 7271	Life Insurance LTD Insurance Gallery Supplies	\$200.00 \$200.00 \$3,000.00	\$230.00 \$210.00 \$5,300.00	(\$30.00) (\$10.00) (\$2,300.00)	101-2280-423 6501 101-2280-423 6160 101-2280-423 8901 101-2280-423 8901 101-2280-423 9301	FICA Exhibition Fees Repair and Maintenance Miscellaneous Equipment	\$40.00 \$1,460.00 \$300.00 \$316.00 \$230.00	\$40.00 \$1,460.00 \$300.00 \$316.00 \$230.00	Over expended line items offset by undespent line items.	
Cultural Grants	101-1199-421 3110 101-1199-421 3111	Grants-Cultural Services Grants-Cultural-Vendor Commission	\$30,000.00 \$0.00	\$65,000.00 \$1,000.00	(\$35,000.00) (\$1,000.00)	101-1199-343 0100 101-1199-343 0101	Grants Rev.-Cultural Grants Rev.-Cultural Vendor Commission	\$35,000.00 \$1,000.00	\$35,000.00 \$1,000.00	Received State CARES funding used to offset Cultural Services wages and program expenditures Grant expenses offset by additional grant revenues	
Cultural Capital	299-299-423 8939	Donated Items	\$0.00	\$7,400.00	(\$7,400.00)	299-000-104-0000	Cultural Capital Fund - Cash	\$7,400.00	\$7,400.00	Over expended covered by cash donations from previous years.	
Tourism & Visitors	291-2291-423 6403 291-2291-423 7355 291-2291-423 6530	Life Insurance Media Internal Services	\$450.00 \$53,980.00 \$3,000.00	\$90.00 \$57,980.00 \$15,000.00	(\$50.00) (\$2,000.00) (\$17,000.00)	291-2291-423 6101 291-2291-423 7352 291-2291-423 7352 291-2291-423 7354 291-2291-423 6530 291-2291-423 7352 291-2291-423 7352 291-2291-423 6532 291-2291-423 7201 291-2291-423 6539	Full-time Wages Brochures & Publications Brochures & Publications Promotional Items Community Awareness Brochures & Publications Brochures & Publications Marketing Supplies Operating Supplies Travel	\$90.00 \$2,000.00 \$7,000.00 \$3,000.00 \$600.00 \$400.00 \$5,000.00 \$500.00 \$200.00	\$90.00 \$2,000.00 \$7,000.00 \$3,000.00 \$600.00 \$400.00 \$5,000.00 \$500.00 \$200.00	Over expended line items are offset by undespent line items	
TOTAL ADJUSTMENTS										\$0.00	
GEN FUND CASH USED BY C.D.											\$0.00

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2021 BUDGET

PUBLIC SAFETY SERVICES

DEPARTMENTS DIVISIONS			BUDGET ADJUSTMENT - INTO			BUDGET ADJUST - FROM			GENERAL FUND CASH USED		REASON FOR ADJUSTMENT	
ACCOUNT NUMBER	ACCOUNT NAME	FY2021 BUDGET	PROJECTED EXPENDITURES	ACCT BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT					
101-4511-414-6101	Full-time Wages	\$1,897,240.00	\$2,151,000.00	(\$153,460.00)	101-5521-415-6101	Full-time Wages - PPS/Police Op.	\$185,280.00					Additional wages for coverage of the shift and severance wages offset by underspent line items
101-4511-414-6103	Volunteers Incentive	\$30,000.00	\$153,000.00	(\$123,000.00)	101-4511-414-6102	Part-time Wages	\$265,560.00					Over expended line items offset by underspent line items.
101-4511-414-6178	LTD Insurance	\$290,000.00	\$292,000.00	(\$2,000.00)	101-4511-414-6891	Health Insurance - PERS	\$10,000.00					
101-4511-414-6501	FICA	\$7,200.00	\$7,700.00	(\$500.00)	101-4511-414-6891	Health Insurance - PERS	\$2,000.00					
101-4511-414-7282	Landry	\$300.00	\$40,820.00	(\$39,520.00)	101-4511-414-7101	Office Supplies	\$2,000.00					
101-4511-414-7289	Equipment Repair	\$7,200.00	\$800.00	(\$6,400.00)	101-4511-414-7208	Camera & Photo Equip	\$4,000.00					
101-4511-414-8101	Professional Services	\$0.00	\$12,100.00	(\$12,100.00)	101-4511-414-7211	Fine Revenue	\$700.00					
101-4511-414-8146	Emergency Mgmt.	\$53,320.00	\$1,330.00	(\$51,990.00)	101-4511-414-7220	Dues, Books & Magazines	\$100.00					
101-4511-414-8306	Education	\$19,000.00	\$53,330.00	(\$34,330.00)	101-4511-414-7227	Office Equipment	\$12,000.00					
101-4511-414-8901	Repair & Maintenance	\$5,000.00	\$28,000.00	(\$23,000.00)	101-4511-414-7299	Valuette Supplies	\$5,000.00					
101-4511-414-8914	Refunds	\$0.00	\$6,000.00	(\$6,000.00)	101-4511-414-7382	Perchase	\$1,500.00					
101-4511-414-9301	Equipment	\$6,000.00	\$500.00	(\$5,500.00)	101-4511-414-7396	Demitory Furnishings	\$1,500.00					
			\$7,000.00	(\$1,000.00)	101-4511-414-8171	Building Repair	\$3,000.00					
					101-4511-414-8201	Consolidated Dispatch	\$15,200.00					
					101-4511-414-8305	Telephone	\$1,600.00					
					101-4511-414-8650	Travel	\$10,000.00					
					101-4511-414-8650	Service Contracts	\$5,000.00					
					101-4511-414-8940	Uniforms	\$13,200.00					
							\$297,310.00					
101-5521-415-6103	Overtime	\$56,000.00	\$98,000.00	(\$42,000.00)	101-5521-415-6101	Full-time Wages	\$65,610.00					Over expended line item due extra hours for civil unrest and protest activity offset by underspent line item
101-5521-415-6175	Overruns - Grants	\$0.00	\$14,000.00	(\$14,000.00)	101-5521-415-6170	Over-time Holiday	\$14,000.00					Over expended line item due extra hours for civil unrest and protest activity offset by underspent line item
101-5521-415-6178	Volunteers - Inland	\$53,250.00	\$215,000.00	(\$161,750.00)	101-5521-415-6177	Reserve Stipend	\$9,000.00					Over expended line item offset by underspent line items.
101-5521-415-6403	Life Insurance	\$3,180.00	\$8,000.00	(\$4,820.00)	101-5521-415-6401	Health Insurance Premiums	\$51,250.00					
101-5521-415-6801	IFERS	\$29,010.00	\$39,010.00	(\$10,000.00)	101-5521-415-6404	LTD Insurance	\$1,500.00					
101-5521-415-7201	Operating Supplies	\$22,000.00	\$29,000.00	(\$7,000.00)	101-5521-415-6501	FICA	\$80,000.00					
101-5521-415-7219	Printing	\$3,750.00	\$5,000.00	(\$1,250.00)	101-5521-415-7107	Code Enforcement	\$7,000.00					
101-5521-415-7228	Mkt Equipment	\$3,500.00	\$5,000.00	(\$1,500.00)	101-5521-415-7230	Camera & Photo Equip	\$7,000.00					Extra snow removal signage printed offset by under spent line items
101-5521-415-8101	Professional Services	\$6,000.00	\$10,000.00	(\$4,000.00)	101-5521-415-7230	Officers Equipment	\$10,750.00					Over expended line items offset by underspent line items.
101-5521-415-8170	Contract Services	\$2,500.00	\$7,500.00	(\$5,000.00)	101-5521-415-7233	Police Auxiliary	\$4,000.00					
101-5521-415-8304	Telephone	\$22,400.00	\$24,400.00	(\$2,000.00)	101-5521-415-8171	Consolidated Dispatch	\$25,000.00					
101-5521-415-8306	Dues and Memberships	\$3,000.00	\$4,500.00	(\$1,500.00)								
101-5521-415-8308	Education	\$20,000.00	\$30,000.00	(\$10,000.00)								
101-5521-415-8308	Academy	\$27,000.00	\$47,000.00	(\$20,000.00)								
101-5521-425-8120	Human Society	\$120,000.00	\$122,000.00	(\$2,000.00)	101-5521-425-8121	Animal Control	\$2,000.00					Required training certifications offset by under spent line items.
							\$278,310.00					
101-1189-411-3284	Fine Equipment Grant	\$0.00	\$1,700.00	(\$1,700.00)	101-1189-343-0601	Fine Equip. Grant - Revenue	\$1,700.00					Over expenditure offset by grant revenue, Pink Ribbon Campaign
101-1189-411-3280	Grants - Police Officer	\$0.00	\$53,000.00	(\$53,000.00)	101-1189-411-3270	Grants - Police Operation	\$35,000.00					Grant expenses offset by underspent line item and additional grant revenues
101-1189-411-3291	Grants - Police Chief Salary	\$0.00	\$1,500.00	(\$1,500.00)	101-1189-343-0702	Grants - Police Officer - Revenue	\$16,000.00					
					101-1189-343-0701	Grants - Police Equipment - Revenue	\$1,500.00					
							\$54,000.00					
291-5521-415-8941	Police Forfeiture	\$0.00	\$5,000.00	(\$5,000.00)	291-0000-3172-0200	Police Forfeiture Revenue	\$5,000.00					Purchase of vests and other police equipment. Expenditure offset by forfeiture revenue.
							\$5,000.00					
292-5521-415-5401	Workers Camp	\$71,100.00	\$171,100.00	(\$100,000.00)	292-0000-104-0000	Police Ride, Fund - Cash	\$100,000.00					Cash reserves will be used and will be offset by labor tax inives
							\$100,000.00					
							\$726,820.00					
							\$0.00					

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2021 BUDGET
PUBLIC WORKS

DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2021 BUDGET	PROJECTED FY2021 EXPENDITURES	BUDGET ADJUST - INTO		BUDGET ADJUST - FROM		ACCOUNT NAME	ADJUSTMENT AMOUNT	GENERAL FUND CASH USE/	REASON FOR ADJUSTMENT
					ACCT BAL	ADJUSTMENT	ACCT BAL	ADJUSTMENT				
Cemetery	101-6613-423 6403	Life Insurance	\$300.00	\$400.00	(\$100.00)		101-6613-423 6501	FICA	\$400.00		Over expended line item covered by underspent line item	
	101-6613-423 6103	Recording fees	\$0.00	\$500.00	(\$500.00)		101-6613-423 7201	Opening Supplies	\$1,400.00		CITY projected utility increases for February winter storm offset by underspent line items	
	101-6613-423 9201	Telephone	\$1,000.00	\$1,300.00	(\$300.00)		101-6613-423 9601	Repair & Maintenance	\$300.00			
101-6613-423 9601	Utilities	\$8,000.00	\$8,000.00	(\$1,000.00)				\$1,400.00				
Public Buildings	101-6616-446 6101	Full-time Wages	\$91,100.00	\$91,600.00	(\$500.00)		101-6616-446 6401	Health Insurance Premiums	\$5,655.00		Over expended line items covered by underspent line items	
	101-6616-446 6103	Overtime	\$780.00	\$800.00	(\$120.00)		101-6616-446 7205	Operating Equipment	\$2,200.00			
	101-6616-446 6402	Health Insurance Health	\$500.00	\$500.00	(\$210.00)		101-6616-446 7306	Building Repair	\$25,000.00			
	101-6616-446 6403	Life Insurance	\$280.00	\$305.00	(\$25.00)		101-6616-446 8630	Maintenance & Upkeep	\$3,000.00			
	101-6616-446 8602	Buildings & Grounds	\$293,020.00	\$325,020.00	(\$30,000.00)		101-6616-446 7217	Uniforms	\$500.00			
	101-6616-446 8614	Mech. Equipment Servicing	\$15,000.00	\$35,000.00	(\$20,000.00)		101-6616-446 7254	Building Supplies	\$2,000.00			
	101-6616-446 8106	Panel Control	\$2,130.00	\$3,130.00	(\$1,000.00)		101-6616-446 8201	Telephone	\$300.00			
		Sustainability	\$0.00	\$85,500.00	(\$85,500.00)		101-6616-446 7201	Opening Supplies	\$1,000.00			
		Structure Improvements & Bldgs.	\$0.00	\$100,000.00	(\$100,000.00)		101-6616-446 9301	Equipment	\$18,700.00			
		Utilities	\$10,000.00	\$19,700.00	(\$9,700.00)				\$347,355.00			
					(\$347,355.00)							
	Golf	101-6623-423 9501	Utilities	\$10,000.00	\$19,700.00	(\$9,700.00)		101-6623-423 8201	Telephone	\$1,720.00		
							101-6623-423 8601	Repair & Maintenance	\$2,000.00			
Golf Capital	296-6623-423 9201	Structure Improvements & Bldgs	\$0.00	\$5,000.00	(\$5,000.00)		101-6623-423 8801	Park Professional Services	\$5,900.00		Over expenditure covered by revenue received through golf pro contract	
								\$3,700.00				
Engineering	101-6625-42 81-01	Professional Services	\$0.00	\$9,000.00	(\$9,000.00)		101-6625-42 8625	Engineering & Architecture	\$9,000.00		Over expended/unbudgeted line item, offset by underspent line item	
								\$9,000.00				
Storm Water Bonds	541-6630-42 92-91	Structure Improvements & Bldgs.	\$0.00	\$700,000.00	(\$700,000.00)		541-0000-104 0000	Storm Water Bond Fund - Cash	\$700,000.00		Project expenditures for Campus St, bridge, permeable alley, and Walnut St. box culvert will be offset by bond proceeds already sold in prior year.	
								\$700,000.00				
Storm Water	555-6630-42 6401	Health Insurance Premiums	\$2,740.00	\$3,140.00	(\$400.00)		555-6630-42 6101	Full-time Wages	\$1,630.00		Over expended line item offset by underspent line item	
	555-6630-42 6403	Life Insurance	\$620.00	\$650.00	(\$30.00)		555-6630-42 6102	Part-time Wages	\$2,000.00			
	555-6630-42 9624	Bring & Collectors	\$57,300.00	\$70,500.00	(\$13,200.00)		555-6630-42 6801	FICA	\$2,800.00			
							555-6630-42 9201	Structure Improvements & Bldgs.	\$12,800.00			
Parks	101-6633-423 6101	Full-time Wages	\$307,410.00	\$330,110.00	(\$22,700.00)		101-6633-423 6801	IPERS	\$18,800.00		Additional position of Acocks not budgeted offset by underspent line items	
	101-6633-423 6102	Part-time Wages	\$383,400.00	\$388,400.00	(\$5,000.00)		101-6633-423 6401	Health Insurance Premiums	\$700.00			
	101-6633-423 6103	Overtime	\$5,000.00	\$5,200.00	(\$200.00)		101-6633-423 6401	Office Supplies	\$800.00			
	101-6633-423 6404	Life Insurance	\$670.00	\$1,150.00	(\$480.00)		101-6633-423 7201	Opening Supplies	\$13,290.00			
	101-6633-423 6501	LTD Insurance	\$670.00	\$1,070.00	(\$400.00)		101-6633-423 8201	Equipment	\$450.00			
	101-6633-423 8204	FICA	\$46,650.00	\$50,050.00	(\$3,400.00)		101-6633-423 8306	Education	\$420.00			
	101-6633-423 8948	Dues & Memberships	\$450.00	\$570.00	(\$120.00)		101-6633-423 9301	Equipment	\$2,400.00			
	101-6633-423 9601	Big Woods Camp-Cr HM	\$0.00	\$2,000.00	(\$2,000.00)				\$2,400.00			
		Utilities	\$33,000.00	\$34,000.00	(\$1,000.00)				\$34,000.00			
									\$34,000.00			

Item	Account	Description	Amount	Offset	Net	Notes	
Hail - Sewer	552-8685-436 6403	Life Insurance	\$6,000.00	(\$70.00)	\$5,930.00	Over expended line items offset by underspend line items	
	552-8685-436 7305	Operating Equipment	\$4,000.00	(\$3,000.00)	\$1,000.00	Equipment expenditures higher than previous years offset by underspend line items.	
	552-8685-436 9801	Love One Call	\$5,000.00	(\$1,400.00)	\$3,600.00	Increases in One Call expenses. offset by underspend line items.	
Water Reclamation	552-8685-436 7327	Repair and Maintenance	\$3,000.00	(\$2,000.00)	\$1,000.00	Large number of repairs completed offset by underspend line items.	
	552-8685-436 9802	Oak Park Sewer Replacement	\$0.00	(\$290,000.00)	(\$290,000.00)	Budgeted amount allocated to incorrect line	
	552-8685-436 8904	Life Insurance	\$2,000.00	(\$110.00)	\$1,890.00	Over expended line items offset by underspend line items	
Water Reclamation	552-8685-436 7305	San Life Station Supply	\$30,000.00	(\$5,000.00)	\$25,000.00	Replaced more equipment in 2020 at Life Station offset by additional revenue and underspend line items	
	552-8685-436 8901	Repair and Maintenance	\$45,000.00	(\$45,000.00)	\$0.00	Repair of pump and motor at 17th St. Life Station sooner than expected offset by underspend line items	
	552-8685-436 8628	Lab & Testing	\$12,000.00	(\$0.00)	\$12,000.00	Extra testing was conducted in FY21, recent permit requires more testing offset by underspend line items	
	552-8685-436 8634	Billing and Collecting	\$7,000.00	(\$12,500.00)	(\$5,500.00)	CPU proposed utility increases for February winter storm offset by underspend line items	
	552-8685-436 8904	Sales Tax	\$54,000.00	(\$41,200.00)	\$12,800.00	Over expended line items offset by underspend line items	
	552-8685-436 7285	Older Central	\$2,400.00	\$0.00	\$2,400.00		
	552-8685-436 7287	Building Repair	\$3,800.00	\$0.00	\$3,800.00		
	552-8685-436 7306	Pool Empty, Physicals	\$1,100.00	\$0.00	\$1,100.00		
	552-8685-436 8151	Diag Testing	\$1,000.00	\$0.00	\$1,000.00		
	552-8685-436 8152	Regeneration	\$50,000.00	\$0.00	\$50,000.00		
	552-8685-436 8204	Radio	\$300.00	\$0.00	\$300.00		
	552-8685-436 8305	Travel	\$9,000.00	\$0.00	\$9,000.00		
	552-8685-436 8633	Sledge Removal	\$2,300.00	\$0.00	\$2,300.00		
552-8685-436 8914	Refunds	\$4,000.00	\$0.00	\$4,000.00			
552-8685-436 8981	California Plan	\$112,810.00	(\$90.00)	\$112,720.00			
Vehicle Maintenance	895-8939-436 6401	Health Insurance Premiums	\$90.00	\$0.00	\$90.00	Over expended line items offset by underspend line items	
	895-8939-436 7304	Vehicle Supplies	\$9,800.00	\$0.00	\$9,800.00		
TOTAL ADJUSTMENTS					\$0.00		
GEN FUND CASH USED BY P.M.						\$0.00	



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: April 20, 2021
SUBJECT: Mayor/City Administrator Ordinance amendments

Please find attached proposed ordinance amendments as approved by Council during the Committee of the Whole meeting on March 15, 2021.

Please feel free to contact me with any questions.

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

ORDINANCE NO. 2988

AN ORDINANCE **(1)** REPEALING SECTION 2-187, POWERS AND DUTIES, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-187, POWERS AND DUTIES; AND **(2)** AMENDING DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 2-188, EMERGENCIES; AND **(3)** REPEALING DIVISION 3, CITY ADMINISTRATOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CITY ADMINISTRATOR, CONSISTING OF SECTION 2-213, CREATED, SECTION 2-214, APPOINTMENT, SECTION 2-215, REMOVAL FROM POSITION, SECTION 2-216, CITY COUNCIL POLICY GUIDANCE, SECTION 2-217, SUPERVISION AND EVALUATION, NEW SECTION 2-218, POWER AND DUTIES, SECTION 2-219, EMERGENCIES, SECTION 2-220, OATH; BOND, SECTION 2-221, COMPENSATION, SECTION 2-222, APPOINTMENTS, AND SECTION 2-223, VACANCY AND ACTING CITY ADMINISTRATOR.

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

Section 1. Section 2-187, Powers and Duties, of Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-187 is enacted in lieu thereof, as follows:

Sec. 2-187. - Powers and duties.

- (a) *Generally.* The mayor shall be the chief executive officer of the city and shall have the power to oversee all functions and operations of the city. The mayor shall retain and exercise all authority over the conduct of the city government.
- (b) *Specific powers and duties.*
 - (1) The mayor shall supervise and evaluate the performance of the city administrator, with input of the council, as provided for in Sec. 2-217. The mayor shall give direction as necessary concerning the functions of city departments and may call for special reports from the city administrator at any time.
 - (2) The mayor shall act as presiding officer at all regular and special council meetings, and shall approve the meeting agenda. However, all final authority over the council meeting agenda shall be retained and exercised by the council. The mayor is not a member of the council and shall not vote as a member of the council. The mayor pro tem shall preside at all regular and special council meetings in the mayor's absence.
 - (3) The mayor may sign, veto or take no action on any ordinance, amendment or resolution passed by the council. The mayor may veto an ordinance, amendment or resolution within fourteen days after passage. If the mayor vetoes a measure, the

mayor must explain the reason for such veto in writing to the council at the time of the veto. The council may repass a measure over the mayor's veto within 30 days by a two-thirds majority of all members of the council. If the mayor vetoes a measure and the council repasses the measure after the mayor's veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure. A vetoed measure must be placed on the council agenda for consideration of repassage within 30 days of the veto, either at a regular council meeting or at a special meeting called for such purpose.

- (4) The mayor shall enforce all regulations and ordinances.
 - (5) The mayor shall appoint all members of authorized city boards and commissions, subject to council approval.
 - (6) The mayor shall sign all deeds and contracts on behalf of the city which are approved by the city council, unless authority is delegated to another officer or employee by the council.
 - (7) The mayor shall make such oral or written reports to the city council as required, but at least on a monthly basis.
 - (8) The mayor shall annually submit to the council an itemized budget of revenues and expenditures.
 - (9) Immediately after taking office, and after the first council meeting of each calendar year thereafter, the mayor shall appoint one member of the city council as mayor pro tempore who shall serve a one-year term, or until a successor is appointed. Except for the limitations otherwise provided in this section, the mayor pro tempore shall perform the duties of the mayor in cases of absence or inability of the mayor to perform the mayor's duties. In the exercise of the duties of the mayor's office, the mayor pro tempore shall not have power to employ or discharge from employment officers or employees that the mayor has the power to appoint, employ or discharge. The mayor pro tempore retains all of the powers of a council member.
 - (10) The mayor and city clerk shall execute general obligation bonds and revenue bonds upon the conclusion of council proceedings for issuance.
 - (11) The mayor shall act as the ombudsman for the city, and address complaints and concerns regarding the operation and activities of the municipal government and its officers.
 - (12) The mayor shall assist the council to develop long-term goals for the city and strategies to implement these goals.
- (c) *Additional duties.* In addition to the duties enumerated in this division, the mayor shall perform such other duties compatible with the nature of the mayor's office as the council may, from time to time, require, and as are required by law and conferred upon the mayor by statute.

Section 2. Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 2-188, Emergencies, as follows:

Sec. 2-188. - Emergencies.

(a) In the event of emergency the mayor shall exercise all powers and authorities provided for in the city's multi-hazard emergency operations plan.

(b) The mayor has authority to take command of the police and govern the city by proclamation when the mayor determines that a time of emergency or public danger exists. Within the city limits, the mayor has all powers conferred upon the sheriff to suppress disorders.

Section 3. Division 3, City Administrator, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 3, City Administrator, is enacted in lieu thereof, as follows:

DIVISION 3. CITY ADMINISTRATOR

Sec. 2-213. - Created.

There is hereby established in the city the position of city administrator.

Sec. 2-214. - Appointment.

The city administrator shall be appointed by majority vote of the city council for an indefinite term. The administrator shall be chosen by the council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. At the time of this appointment, the appointee need not be a resident of the city or state, but during the administrator's tenure of office, shall reside within the city.

Sec. 2-215. - Removal from position.

The city council may remove the city administrator at any time without cause by a majority vote of its members. If requested by the city administrator, a name clearing public hearing shall be granted by the council within 30 days following notice of removal, as provided by Iowa Code § 372.15. During the interim, the council may suspend the administrator from duty, but shall continue the administrator's salary and, if the removal becomes final, shall pay the respective severance benefit negotiated within the administrator's contract or the severance granted to other city employees under city council adopted personnel policies.

Sec. 2-216. - City council policy guidance.

The city council shall annually adopt broad goals, objectives and program performance measures to guide the city administrator in the development of an annual operating budget, capital improvements program and administration of city projects and programs.

Sec. 2-217. - Supervision and evaluation.

The mayor shall supervise and evaluate the performance of the city administrator, with input of the council. Said evaluation shall be available for review by the council. The city administrator may request a closed meeting with the city council to discuss performance annually, as provided by state statute.

Sec. 2-218. - Power and duties.

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

- (1) The city administrator shall direct and supervise all departments, offices and agencies of the city, except as otherwise provided by this Code or by law.
- (2) The city administrator shall attend city council meetings. The city administrator shall have the right to take part in discussion but shall not vote.
- (3) The city administrator shall see that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed.
- (4) The city administrator shall recommend to the council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city.
- (5) The city administrator shall be directly responsible to the mayor and council for the development, administration, enforcement and proper functioning of policies, contracts and agreements approved by council, including but not limited to:
 - (a) labor agreements;
 - (b) personnel policies;
 - (c) administrative policies and procedures;
 - (d) risk management policies, procedures and claims resolution;
 - (e) purchasing agreements.
- (6) The city administrator shall supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved.
- (7) The city administrator shall maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified.
- (8) The city administrator shall direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order.
- (9) The city administrator shall require the taking of bids on all matters deemed advisable as required by law, or as directed by the council.
- (10) The city administrator shall oversee the city's legal representation and the prosecution of all code violations
- (11) The city administrator shall have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council.

- (12) The city administrator shall supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority.
- (13) The city administrator shall have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power is specifically assigned by law to another appointing authority. The city administrator may authorize any officer or employee subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (14) The city administrator shall oversee development and execution of the city's economic development program in accordance with council's established economic development policies and priorities.
- (15) The city administrator shall at all times, maintain accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection.
- (16) The city administrator shall assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances.
- (17) The city administrator shall prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; and shall implement the final budget as approved by city council;
- (18) The city administrator shall submit to the city council a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (19) The city administrator shall make such other reports as the city council may require .
- (20) The city administrator shall keep the city council fully advised as to the financial condition and future needs of the city.
- (21) The city administrator shall provide staff support services for the mayor and councilmembers.
- (22) The city administrator shall assist the council to develop long-term goals for the city and strategies to implement these goals.
- (23) The city administrator shall perform such other duties as are specified in this Code, state statute or may be required by the city council or mayor and are compatible with the office; and
- (24) The city administrator shall cooperate with, and render assistance requested byby the city's authorized agencies, boards, commissions or committees.

Sec. 2-219. - Emergencies.

- (a) The administrator shall exercise all powers and authorities granted and outlined by the city's multi-hazard emergency operations plan.

(b) In case of accident, disaster, or other circumstance creating a public emergency, the city administrator may make purchases for the purpose of meeting said emergency; but the administrator shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

Sec. 2-220. – Oath; Bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. The premium of the bond shall be paid by the city.

Sec. 2-221. - Compensation.

The city administrator shall receive such compensation as the council shall fix from time to time within the city's annual payroll resolution.

Sec. 2-222. - Appointments.

The city administrator shall recommend the appointment of all department directors to the mayor for city council approval. The city administrator shall participate in making recommendations to the mayor, for city council approval, for appointment of the police chief, as provided in sections 2-948 and 2-949, for appointment of the fire chief, as provided in sections 2-978 and 2-979, and for appointment of the city clerk, as provided in section 2-308(b)(2).

Sec. 2-223. - Vacancy and acting city administrator.

In the event of the city administrator's absence or inability to perform the duties of the office, the city administrator shall designate a department director as acting city administrator. If the city administrator is unable to make the designation for any reason, then such designation shall be made by the mayor. Any designation by the mayor exceeding 20 calendar days shall be approved by the city council. The designee shall have and exercise all the powers and duties of the city administrator.

INTRODUCED: _____ April 5, 2021 _____

PASSED 1ST CONSIDERATION: _____ April 5, 2021 _____

PASSED 2ND CONSIDERATION: _____ April 19, 2021 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. _____

AN ORDINANCE **(1)** REPEALING SECTION 2-187, POWERS AND DUTIES, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-187, POWERS AND DUTIES; AND **(2)** AMENDING DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 2-188, EMERGENCIES; AND **(3)** REPEALING DIVISION 3, CITY ADMINISTRATOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CITY ADMINISTRATOR, CONSISTING OF SECTION 2-213, CREATED, SECTION 2-214, APPOINTMENT, SECTION 2-215, REMOVAL FROM POSITION, SECTION 2-216, CITY COUNCIL POLICY GUIDANCE, SECTION 2-217, SUPERVISION AND EVALUATION, NEW SECTION 2-218, POWER AND DUTIES, SECTION 2-219, EMERGENCIES, SECTION 2-220, OATH; BOND, SECTION 2-221, COMPENSATION, SECTION 2-222, APPOINTMENTS, AND SECTION 2-223, VACANCY AND ACTING CITY ADMINISTRATOR.

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

Section 1. Section 2-187, Powers and Duties, of Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-187 is enacted in lieu thereof, as follows:

Sec. 2-187. - Powers and duties.

- (a) *Generally.* The mayor shall be the chief executive officer of the city and shall have the power to oversee all functions and operations of the city. The mayor shall retain and exercise all authority over the conduct of the city government.~~a conservator of the peace, and, within the limits of the corporation, shall have all the powers conferred upon sheriffs to suppress disorders. He shall be the chief executive officer thereof, and it shall be his duty to enforce all regulations and ordinances; and he may, upon view, arrest anyone guilty of a violation thereof, or of any crime under the laws of the state. The mayor shall, upon information supported by affidavit, issue process for the arrest of any person charged with violating any ordinance of the corporation; and shall supervise the conduct of all corporate officers, examine into the grounds of complaint made against them, and cause all neglect or violation of duty to be corrected, or report the neglect or violation of duty to the proper tribunal, that it may be dealt with as provided by law.~~
- (b) *Specific powers and duties.*
- (1) The mayor shall supervise and evaluate the performance of the city administrator, with input of the council, as provided for in Sec. 2-217. The mayor shall give direction as necessary concerning the functions of city departments and may call for special reports from the city administrator at any time.~~The mayor shall supervise all departments of the~~

~~city and give direction to the department heads concerning the functions of the departments. The mayor shall have the power to examine all functions of the municipal departments and their records and to call for special reports from department heads at any time.~~

- (2) The mayor shall act as presiding officer at all regular and special council meetings, and shall approve the meeting agenda. However, all final authority over the council meeting agenda shall be retained and exercised by the council. The mayor is not a member of the council and shall not vote as a member of the council. The mayor pro tem shall preside at all regular and special council meetings ~~serve in this capacity~~ in the mayor's absence.
- (3) The mayor may sign, veto or take no action on any ordinance, amendment or resolution passed by the council. The mayor may veto an ordinance, amendment or resolution within fourteen days after passage. If the mayor vetoes a measure, the mayor must explain the reason for such veto in writing to the council at the time of the veto. The council may re-pass a measure over the mayor's veto within 30 days by a two-thirds majority of all members of the council~~members.~~ If the mayor vetoes a measure and the council re-passes the measure after the mayor's -veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure. A vetoed measure must be placed on the council agenda for consideration of repassage within 30 days of the veto, either at a regular council meeting or at a special meeting called for such purpose.
- (4) ~~The mayor shall make appropriate provision that duties of any absentee officer be carried on during the officer's absence. The mayor shall enforce all regulations and ordinances.~~
- (5) ~~The mayor shall represent the city in all negotiations properly entered into in accordance with law or ordinance. The mayor shall not represent the city where this duty is specifically delegated to another officer by law or ordinance. The mayor shall appoint all members of authorized city boards and commissions, subject to council approval.~~
- (6) The mayor shall, ~~whenever authorized by the council,~~ sign all deeds and contracts on behalf of the city which are approved by the city council, unless authority is delegated to another officer or employee by the council.
- (7) The mayor shall make such oral or written reports to the city council as required, but at least on a monthly basis.~~at the first meeting of every month as referred. These reports shall concern municipal affairs generally, the municipal departments and recommendations suitable for council action.~~
- (8) The mayor shall annually ~~prepare and~~ submit to the council an itemized budget of revenues and expenditures.
- (9) Immediately after taking office, and after the first council meeting of each calendar year thereafter, the mayor shall appoint/designate one member of the city council as mayor pro tempore who shall serve a one-year term, or until a successor is appointed.~~The mayor pro tempore shall be vice-president of the council.~~ Except for the limitations otherwise provided in this section, the mayor pro tempore shall perform the duties of the mayor in cases of absence or inability of the mayor to perform the mayor's his duties. In the exercise of the duties of the mayor's office, the mayor pro tempore shall not have power to employ or discharge from employment officers or employees that the mayor has the power to appoint, employ or discharge. The mayor pro tempore

~~retains all of the powers of a council member shall have the right to veto as a member of the council.~~

~~(10) The mayor shall, upon order of the city council, secure for the city specialized and professional services not already available to the city. In executing the order of the city council, the mayor shall conduct himself in accordance with city ordinances and the laws of the state. The mayor and city clerk shall execute general obligation bonds and revenue bonds upon the conclusion of council proceedings for issuance.~~

~~(11) The mayor may appoint an administrative assistant to assist in matters of administration and supervision as budgeted by the city council.~~

~~(1142) The mayor shall act as the ombudsman for the city, and address complaints and concerns regarding the operation and activities of the municipal government and its officers. The mayor shall sign all licenses and permits which have been granted by the council, except those designated by law or ordinance to be issued by another municipal officer.~~

~~(123) The mayor shall assist the council to develop long-term goals for the city and strategies to implement these goals. The mayor shall order, in writing, the removal, at public expense, of any nuisance for which no person can be found responsible and liable.~~

(c) *Additional duties.* In addition to the duties enumerated in this division, the mayor shall perform such other duties compatible with the nature of ~~the mayor's~~ his office as the council may, from time to time, require, and as are required by law and conferred upon ~~the mayor~~ him by statute.

~~(d) Duties in connection with elections.~~

~~(1) The mayor shall perform such duties in connection with the holding of the city or ward elections and registrations therefor as are prescribed by the laws of the state.~~

~~(2) The mayor shall cause at least ten days' notice of elections and of all questions to be submitted to the voters of the city by issuing a proclamation and stating therein the place of holding the election in each ward by the council, the questions to be submitted, and all of the officers to be elected at such election in the city or wards by the qualified voters thereof. The mayor shall cause a copy of the proclamation and notice to be published at least ten days prior to the election in one issue of a daily newspaper of general circulation published in the English language in the city.~~

~~(Code 2017, § 2-155)~~

Section 2. Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 2-188, Emergencies, as follows:

Sec. 2-188. - Emergencies.

(a) In the event of emergency the mayor shall exercise all powers and authorities provided for in the city's multi-hazard emergency operations plan.

(b) The mayor has authority to take command of the police and govern the city by proclamation when the mayor determines that a time of emergency or public danger exists. Within the city limits, the mayor has all powers conferred upon the sheriff to suppress disorders.

Section 3. Division 3, City Administrator, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 3, City Administrator, is enacted in lieu thereof, as follows:

DIVISION 3. CITY ADMINISTRATOR

Sec. 2-213. - Created.

There is hereby established in the city the position of city administrator.

Sec. 2-214. - Appointment.

The city administrator shall be appointed by majority vote of the city council for an indefinite term. The administrator shall be chosen by the council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. At the time of this appointment, the appointee need not be a resident of the city or state, but during the administrator's tenure of office, shall reside within the city.

Sec. 2-215. - Removal from position.

The city council may remove the city administrator at any time without cause by a majority vote of its members. If requested by the city administrator, a name clearing public hearing shall be granted by the council within 30 days following notice of removal, as provided by Iowa Code § 372.15. During the interim, the council may suspend the administrator from duty, but shall continue the administrator's salary and, if the removal becomes final, shall pay the respective severance benefit negotiated within the administrator's contract or the severance granted to other city employees under city council adopted personnel policies.

Sec. 2-216. - City council policy guidance.

The city council shall annually adopt broad goals, objectives and program performance measures to guide the city administrator in the development of an annual operating budget, capital improvements program and administration of city projects and programs.

Sec. 2-217. - Supervision and evaluation.

The mayor shall supervise and evaluate the performance of the city administrator, with input of the council and the mayor shall prepare an annual performance evaluation of the city administrator. Said evaluation shall be available for review by the council. The city administrator may request a closed meeting with the city council to discuss performance annually, as provided by state statute.

Sec. 2-218. - Power and duties.

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

- (1) ~~The city administrator shall d~~Direct and supervise ~~the administration of~~ all departments, offices and agencies of the city, except as otherwise provided by this Code or by law.;
- (2) ~~Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;~~
- (23) ~~The city administrator shall a~~Attend ~~all~~ city council meetings. The city administrator shall have the right to take part in discussion but shall not vote.;
- (34) ~~The city administrator shall s~~See that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed.;
- (45) ~~The city administrator shall r~~Recommend to the ~~mayor and~~ council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city.;
- (56) ~~The city administrator shall be directly responsible to the mayor and council for the development, administration, enforcement and proper functioning of policies, contracts and agreements approved by council, including but not limited to:~~
 - (a) ~~labor agreements;~~
 - (b) ~~personnel policies;~~
 - (c) ~~administrative policies and procedures;~~
 - (d) ~~risk management policies, procedures and claims resolution;~~
 - (e) ~~purchasing agreements.~~

~~Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:~~

- a. ~~Department of finance and business operations;~~
- b. ~~Department of public works;~~
- c. ~~Department of community development;~~
- d. ~~Department of public safety services;~~
- e. ~~Budget and capital improvements preparation and operation;~~
- f. ~~Purchasing, contracts and agreements as approved by council;~~
- g. ~~Administrative policies and procedures;~~
- h. ~~Personnel policies and procedures;~~
- i. ~~Labor agreements;~~

- ~~j. City legal representation and the prosecution of all code violations;~~
 - ~~k. Risk management policies, procedures and claims resolution;~~
 - ~~l. Economic development policies and procedures;~~
 - ~~m. All others as directed by council.~~
- (67) ~~The city administrator shall s~~Supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved; ~~;~~
- (78) ~~The city administrator shall m~~Maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified; ~~;~~
- (89) ~~The city administrator shall~~~~Be authorized to~~ direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order; ~~;~~
- (940) ~~The city administrator shall r~~Require the taking of bids on all matters deemed advisable as required by law, or as directed by the council; ~~;~~
- (104) ~~The city administrator shall oversee the city's legal representation and the prosecution of all code violations~~~~Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and Iowa Code ch. 20 and city council concurrence where necessary;~~
- (112) ~~The city administrator shall h~~Have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council; ~~;~~
- (123) ~~The city administrator shall s~~Supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority; ~~;~~
- (134) ~~The city administrator shall h~~Have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power is specifically assigned by law to another appointing authority. ~~The city administrator may authorize any officer or employee subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;~~
- (145) ~~The city administrator shall oversee development and execution of the city's economic development program in accordance with council's established economic development policies and priorities.~~~~Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;~~
- (16) ~~Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;~~

- (157) ~~The city administrator shall a~~At all times, ~~maintain~~ be responsible for the ~~maintenance of~~ accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection; ~~;~~
- (168) ~~The city administrator shall a~~Assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances; ~~;~~
- ~~(19) Perform duties and have direct authority on all matters delegated by council action;~~
- (1720) ~~The city administrator shall p~~Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; ~~and shall~~ implement the final budget as approved by city council;
- (1824) ~~The city administrator shall s~~Submit to the city council ~~and make available to the public~~ a complete report on the finances and administrative activities of the city as of the end of each fiscal year; ~~;~~
- (1922) ~~The city administrator shall m~~Make such other reports as the city council may require ~~concerning operations;~~ ~~;~~
- (203) ~~The city administrator shall k~~Keep the city council fully advised as to the financial condition and future needs of the city; ~~;~~
- ~~(24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;~~ ~~;~~
- (215) ~~The city administrator shall p~~Provide staff support services for the mayor and councilmembers; ~~;~~
- (226) ~~The city administrator shall a~~Assist the council to develop long-term goals for the city and strategies to implement these goals; ~~;~~
- ~~(27) Encourage and provide staff support for regional and intergovernmental cooperation;~~
- ~~(28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;~~
- (239) ~~The city administrator shall p~~Perform such other duties as are specified in this Code, state statute or may be required by the city council ~~or mayor and are compatible with the office;~~ and
- (2430) ~~The city administrator shall c~~Cooperate with, and ~~render~~ give assistance requested by, ~~the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative~~ by the city's authorized agencies, boards, commissions or committees ~~of the city.~~

Sec. 2-219. - Emergencies.

- (a) The administrator shall exercise all powers and authorities granted and outlined by the city's multi-hazard emergency operations plan.
- (b) In case of accident, disaster, or other circumstance creating a public emergency, the city administrator may make purchases for the purpose of meeting said emergency; but the administrator shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

Sec. 2-220. ~~--- Oath;~~ Bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. The premium of the bond shall be paid by the city.

Sec. 2-221. - Compensation.

The city administrator shall receive such compensation as the council shall fix from time to time within the city's annual payroll resolution.

Sec. 2-222. - Appointments.

The city administrator shall recommend the appointment of all department directors to the mayor for city council approval. The city administrator shall participate in making recommendations to the mayor, for city council approval, for appointment of the police chief, as provided in sections 2-948 and 2-949, for appointment of the fire chief, as provided in sections 2-978 and 2-979, and for appointment of the city clerk, as provided in section 2-308(b)(2).

Sec. 2-223. - Vacancy and acting city administrator.

In the event of the city administrator's absence or inability ~~of the city administrator~~ to perform the duties of the ~~city administrator's~~ office, the city administrator shall designate~~appoint~~ a department director as an acting city administrator, ~~or if the city administrator is unable to make the designation do so or~~ for any reason, ~~including those periods of time when the council has not appointed a city administrator,~~ then such designation shall be made by the mayor shall appoint one of the department directors as the acting city administrator. Any designation by the mayor exceeding 20 calendar days shall be approved by the city council. Theis ~~designee~~appointee shall have and exercise all the powers and duties of the city administrator.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR ROBERT M. GREEN

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

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: April 28, 2021
SUBJECT: Mayor’s Monthly Report for April 2021
REF: (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties
(b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council’s expressed desire in references (a) and (b) for “Mayor’s Updates” separate from the Departmental Monthly Reports, I will provide a written report of activities at the first meeting of each month in 2021.
2. **Fair Housing Month Proclamation.** On April 7th, I joined Waterloo’s Mayor Hart in a proclamation of April as Fair Housing Month at the Northeast Iowa Regional Board of Realtors monthly meeting.
3. **WCF Symphony Orchestra Meetup.** On April 8th, the Executive Director of the symphony orchestra and I met to discuss opportunities for the city to support the cultural work of the WCFSO. Rich Frevert expressed the WCFSO’s intent to get out into the community to show the value of the organization through musical engagement. He expressed an interest in WCFSO involvement in neighborhood-level National Night Out activities this August, and I will be seeking other ways to help WCFSO engage with the community.
4. **Racial Equity Task Force.** With the appointment of eight additional members to the RETF, that group is now in a position to begin its challenging work. They will begin today (4/28/2021) and I will be tracking their progress closely.
5. **Statement of No Objection for CPM Holdings.** I participated in discussions with the City Administrator and Economic Development Coordinator for a letter of support for CPM Holdings, which will be building a new facility on the east (Waterloo) side of Leverage Road. Because it will remove a warehouse from Cedar Falls, the state required CF to provide a Statement of No Objection for CPM to get certain tax incentives. I directed Mr. Gaines to provide this letter, with our shared understanding that this development project will be a benefit to both Waterloo and Cedar Falls.

- 6. **Stand for Justice.** On April 20th, I attended the Stand for Justice Rally in Waterloo, at the invitation of the Cedar Valley Anti-Racist Coalition. I had intended to be a speaker at the march and rally, but the event was billed publicly on the 20th as a “protest”. I did not believe it appropriate for a government official to be seen as leading or sponsoring a protest, so I simply attended as a listener and observer rather than as an active participant.

- 7. **Kosovo Delegation Visit.** On April 16th, the Consul General of the Consulate of Kosovo in Des Moines visited Cedar Falls with his staff, for an informal introduction to the city. Heather Skeens did a fantastic job of hosting their visit. Days later, representatives from the Kosovo law enforcement community came to the Cedar Falls Public Safety Facility with Consul General Duraku for a very well-received tour of the building and its operations. My thanks to Chief Berte and Chief Bostwick for accommodating that visit on such short notice.

- 8. **City Multi-Hazard Emergency Operations Plan (EOP Draft).** Earlier this month, Amy Eggleston scanned and converted the 2015 plan back to editable Microsoft Word, and this week I re-styled/reformatted the document for staff review. The timeline for this review is:

- **Thursday, April 29th:** Word EOP ready for editing, send to directors for initial feedback.
- **Thursday, May 13th:** Initial Meeting with directors & staff for review & discussion.
- **Thursday, June 17th:** Follow-up meeting with directors and staff for review & discussion.
- **Thursday, July 8th:** Draft Ready for EMA Review and feedback.
- **Thursday, August 5th:** Final Meeting with directors & staff for review of EMA edits.
- **Monday, August 16th:** Presentation of EOP to City Council in Committee of the Whole
- **Tuesday, September 7th:** Consideration for Approval by the City Council

The EOP was last updated in 2015, prior to the creation of the Administrator position. The EOP itself notes that the plan should be reviewed annually; my goal going forward is for the EOP to be formally reviewed by staff each year, with validation of the document each September. Thus we can avoid the need for major revisions all at once, and ensure relevant staff are fully aware of the plan’s contents.

- 9. Please contact me with any questions about this update.

Xc: City Clerk
City Administrator

###

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

April 19, 2021

The City Council held a special work session at City Hall at 6:05 p.m. on April 19, 2021, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Susan deBuhr. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in.

Mayor Green introduced the only item on the agenda, City Council meeting packet deadline.

Mayor Green introduced City Clerk Jacque Danielsen.

City Clerk Danielsen presented a power point discussing the reconsideration of Council packet submission deadlines, brought up at a Goal Setting meeting. The power point contained statistics regarding 18 comparable cities' meeting packet deadline timelines with regard to similarities and differences from City's current practice; the City's current deadlines with pros and cons to no change; moving the publication date of materials back with pros and cons to change; and staff recommendation of moving publication date back one day and agenda item submission date back one day, with regard to policy change required.

Mayor Green opened Council discussion; he stated if there is a consensus that Council would like to see more formal changes brought forward, then Council can give that direction this evening and give formal vote during Council meeting.

Councilmember deBuhr stated that no vote would be needed if no changes are made. Discussion several years ago expressed that the best interest of developers and businesses to leave as is; why is there now consideration of change. Mayor Green stated that if there is a consensus at Goal Setting then it must be discussed.

Councilmember Harding stated the agenda packet is received Friday at 5:00 p.m.; there is review time Saturday and Sunday but staff isn't readily available, however, if there's an emergency they are good at responding. Then there are City staff meetings Monday and Councilmembers are at work; it's not enough time, especially for controversial items, to really look at things. Councilmember Harding stated his initial goal was to push back the publication deadline to Monday at 5:00 p.m. the week before Council so there would be more access to staff and having time to get things done and look into things. Councilmember Harding suggested that developers could submit items to the previous Planning and Zoning Commission (P&Z) meeting so it makes the current Council meeting agenda or P&Z meetings could move one week earlier so they're on the same week as Council for agenda submission.

Mayor Green asked City Clerk Danielsen if any cities studied had a publication date of one week. City Clerk Danielsen responded that Waterloo puts their materials out one week prior to the meeting.

Councilmember Kruse states that inquiries indicate Waterloo likes it [having packets out one week early]. Councilmember Kruse agrees with Councilmember Harding that adjustments can be made to P&Z and developers can adjust their timelines to the new cycle. Weekend time for Council and Staff should not be spent on Council; Division Head meetings on Monday mornings render City staff unavailable until Monday afternoons as well. The City definitely needs to change something and changes to Administrative Policy 7 would be a one-time change, then there's a new cycle.

Mayor Green spoke with Waterloo Mayor Hart regarding the time change and it's going well; Waterloo also has a preliminary packet; the final packet doesn't post until Friday before Council, so if there's an emergency items can be added but typically they are asking for everything to be in earlier.

Councilmember Kruse states that Waterloo also recently switched Council meetings from every Monday to every two weeks.

Councilmember Darrah references the list of cons presented and what hardships will result from a change in timeline with regard to City staff and developers.

Director of Community Development Sheetz responded with regard to P&Z Commission. P&Z currently meets the 2nd and 4th Wednesday of the month with a Thursday noon item submission and Friday at 5:00 p.m. packet publication deadline prior to the next meeting, the same as current City Council deadlines. There are 4-6 times that P&Z and City Council packet preparation overlap, and getting packets ready is tough; smaller items are generally able to be added to the next Council's agenda, due the day after P&Z meets by noon. That would not be feasible with this change. Director Sheetz stated that accommodating Council and P&Z packets the same week is difficult when it occurs now and indicated difficulty with doing that consistently with Council packet deadline change a week in advance. Councilmember Kruse referenced a previous P&Z meeting change and Director Sheetz stated prior to 2104, a voting meeting was held once a month with a committee meeting the week before that; it was changed to two voting meetings each month. The intent was to help developers move through the process without having to wait a full month for the next P&Z meeting and to possibly even out the number of cases per meeting.

Councilmember Harding states that Citizens have requested more time to review the packet, to research and look into all the things in the Agenda; City staff are good about responding to questions and helping.

Councilmember Dunn states that staff has always been great; Citizens have reported to her that it's not enough time. Councilmember Dunn states that more time would help to balance between outside duties and Council duties.

Councilmember Sires asks City Clerk Danielsen how many of the 18 cities have subcommittees. City Clerk Danielsen responds that the question was not asked. Waterloo for sure has subcommittees.

Councilmember Miller asks if there are further pitfalls to moving the deadlines back one week. City Clerk Danielsen responds that starting on Friday and publishing on Monday

may interrupt staff work flow; she recommends Monday submission and Tuesday publication deadlines instead. Councilmember Harding states that this would be fine.

City Administrator Gaines states that staff can accommodate whatever Council wants; internal discussion of preliminary agenda and final agenda would create additional work and confusion. City Administrator Gaines recommends that the deadline be the deadline with no second agenda.

Mayor Green states that the first agenda could be the agenda for the next meeting; if an urgent item needs to be added, it can be added by Friday at 5:00 p.m. only if absolutely necessary. City Administrator Gaines stated that this policy is currently in place.

Councilmember Harding inquired that if publication occurs Tuesday at 5:00 p.m. would staff prefer that P&Z move or not? City Clerk Danielsen and Director Sheetz state that it would need to be discussed. City Administrator Gaines states that this change in publication could be made first and the ripple effect could be evaluated later.

Councilmember Harding asks for consensus of agenda and materials to be published the Tuesday prior to City Council meetings by 5:00 p.m. Councilmembers Kruse, Sires, Miller, and Dunn agree. Mayor sees consensus so staff will generate timelines and present proposed changes Administrative Policy No. 7 at the next Council meeting.

There being no further discussion, Mayor Green adjourned the meeting at 6:34 p.m.

Minutes by Katie Terhune, Administrative Assistant

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

April 19, 2021

The Committee of the Whole met at City Hall at 6:35 p.m. on April 19, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Sudan 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 only item on the agenda, Solid Waste Commission Overview.

Mayor Green introduced Solid Waste and Resource Recovery Administrator John Foster.

Mr. Foster stated the City of Cedar Falls is part owner of the landfill; with one City of Cedar Falls representative that serves on the Black Hawk County Solid Waste Management Commission. Mr. Foster presented a power point discussion which included: what is the commission; landfill management and operations; providing community grants; environmental education and outreach; and household hazardous and electronic waste collection events. Mr. Foster stated during the household Hazardous Waste & Electronics Recycling drop-off event they have normally have approximately 70 volunteers and approximately 800 households participate. Mr. Foster reminded Cedar Falls citizens that they can directly drop-off materials at the Transfer Station throughout the year.

Mayor Green opened the meeting for Council discussion.

Councilmember Kruse asked about harvesting methane and then accepting oil based paint and not latex paint. Mr. Foster explained methane needs to be cleaned and find a user to utilize the gas since the landfill generates gas 24/7. Mr. Foster explained water based paint has little harm, but petroleum based paints can cause a ground water contamination.

There being no further business, Mayor Green adjourned the meeting at 6:53 p.m.

Minutes by Kim Kerr, Administrative Supervisor



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

MEMORANDUM
Human Resources Division

TO: Mayor Green and City Council
FROM: Toni Babcock, Human Rights Commission Staff Liaison
DATE: April 16, 2021
SUBJECT: Human Rights Commission Bylaws

The Human Rights Commission unanimously approved their updated Bylaws at their meeting on April 12, 2021. The Bylaws reflect the current practices of the Cedar Falls Human Rights Commission as it relates to commission composition, meeting dates, quorum and attendance.



Cedar Falls Human Rights Commission

220 Clay Street, Cedar Falls, Iowa 50613
Telephone: (319) 273-8600 Fax: (319) 268-5126

Approved 04/12/21

BYLAWS

ARTICLE I

MEMBERS

SECTION I. The Cedar Falls Human Rights Commission shall be composed of nine (9) members, broadly representative of the community, appointed by the Mayor and confirmed by the City Council of Cedar Falls, Iowa.

SECTION II. Each member shall be appointed for a designated term of three (3) years. Appointments or re-appointments shall be made in such a way that only three (3) members are appointed or reappointed at one time.

SECTION III. Vacancies occurring upon resignation of a commissioner shall be filled by the above appointment process for that un-expired term.

ARTICLE II

OFFICERS

SECTION I. The officers of this Commission shall be a Chairperson and a Vice-Chairperson each of whom shall be elected for a term of one (1) year unless otherwise provided.

SECTION II. The term for Chairperson and Vice-Chairperson shall begin on January 1 and end on December 31 of the calendar year.

SECTION III. Any vacancies occurring for Chairperson and/or Vice-Chairperson shall be filled by special election by the Commission.

ARTICLE III

DUTIES OF OFFICERS

SECTION I. The Chairperson shall preside at all meetings and shall have a vote on all matters before the Commission. She/he shall act as spokesperson for the Commission on subjects on which the Commission has taken a position/stand. The Chairperson shall appoint chairpersons and members to serve on committees. (See Article VII regarding Committees.)

SECTION II. The Vice-Chairperson shall assume the duties of Chairperson in the event of the Chairperson's absence or incapacity.

ARTICLE IV

STAFF

SECTION I. The City provides a staff liaison for support to the Commission; the Commission shall appoint and prescribe the duties for such staff liaison subject to the approval of the City Council. While attending to Commission duties, such staff liaison shall be under the supervision, policies and rules set by the Human Rights Commission.

SECTION II. The staff liaison shall be assigned all administrative support duties and responsibilities of the Commission. These duties and responsibilities shall be delegated to the staff liaison at the regular January meeting each year.

ARTICLE V

SCHEDULE AND QUORUM FOR MEETINGS

SECTION I. Regular meetings of the Commission shall be held on the 2nd Monday of each month, except July, August and December.

SECTION II. Special meetings may be called by the Chairperson, Vice Chairperson or upon the request of three (3) members.

SECTION III. The presence of a simple majority of appointed Commission members, one of whom must be the Chairperson or Acting Chairperson, shall constitute a quorum.

SECTION IV. Revised edition of Roberts Rules of Order shall be the authority for parliamentary procedure governing the meetings of the Commission in all cases unless they conflict with the Cedar Falls Human Rights Ordinance and/or these By-Laws.

ARTICLE VI

ATTENDANCE AT MEETINGS

SECTION I. Regular attendance of all members is a requirement of an effective commission. Absence constitutes a breach in the performance of effective membership. Members are expected to communicate in advance of absences. Absences shall be limited to four (4) regularly scheduled meetings during a 12-month calendar year. More than four (4) absences during a 12-month calendar year may be grounds for removal as a Commission member.

SECTION II. A letter will be sent at the point in which any Commissioner has missed four (4) regularly scheduled meetings during a 12-month calendar year, for failure to meet their obligations as a member of the Commission.

SECTION III. After four (4) absences the Commission Chairperson may ask the Mayor to declare the seat vacant and to appoint a new Commissioner to fill the un-expired term.

ARTICLE VII

COMMITTEES

SECTION I. Permanent or ad hoc committees may be established through the vote of the Commissioners. The Chairperson shall appoint chairpersons and members to serve on those committees. All ad hoc committees shall be for a specific purpose and duration.

SECTION II. The Executive Committee consists of the Chairperson, Vice Chairperson, and the past chairperson.

ARTICLE VIII

CONFLICT OF INTEREST

SECTION I. Whenever a Commissioner, because of a relationship or a friendship, is unable to be objective in any deliberation, due to the fact there could be the appearance of a conflict of interest that Commissioner shall abstain from any involvement in that deliberation.

ARTICLE IX

CONFIDENTIALITY

SECTION I. No Commissioner shall make a public statement on behalf of the Commission without the knowledge and approval of the members of the Commission.

ARTICLE X

AMENDMENT TO THE BY-LAWS

SECTION I. These By-Laws may be amended at any regular or called meeting of the Commission. Notice of the proposed amendments shall be enclosed with the notice of the meeting. If they are to be amended at a specially called meeting, notice of such intent to amend must have been given at the previous regular meeting. All proposed amendments shall be submitted in writing and shall require an affirmative vote of two-thirds (2/3) of those present to adopt the amendment.

ARTICLE XI

ORDINANCE

SECTION I. These By-Laws or their amendments shall conform to the Cedar Falls Commission on Human Rights Ordinance by the Cedar Falls City Council.



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: April 28, 2021
SUBJECT: Departmental Monthly Reports Submission – March 2021
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. Reference (a) requires that the Mayor “*make oral or written reports to the city council at the first meeting of the month*”. For this reason I have reviewed and attached the monthly departmental reports as enclosure (1).
2. During March, the Departmental Reports show a noted increase in planning & execution to support in-person activities (including the return of many remote workers to City Hall). With the increase in staff and public vaccination percentages, and corresponding lowering of COVID spread risk, I anticipate continued ‘opening up’ in the weeks ahead.
3. Please contact Administrator Gaines or me with any questions about the activities of city staff contained in this monthly report.

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

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CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



March 2021

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**FINANCIAL SERVICES
March 2021**

Treasury

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

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	3	\$12,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawals	0	\$0.00
CD/Investment Interest		\$139,238.45

FY22 Budget

The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the March 31st deadline. The state budget forms include the FY2022 budget figures as well as the FY2020 actual figures and the FY2021 projected figures.

FY21 Budget

Departmental amendments to the FY21 Budget were sent out to the departments in March and the submission of changes will be in April.

Miscellaneous Financial Activities

For March, 24 payroll checks and 645 direct deposits were processed. Accounts receivable were processed and 238 invoices were mailed out to customers. 1,383 transactions for accounts payable were processed and approved by the City Council for payment and 449 checks were mailed out to vendors.

Benefits & Compensation Activities

1. During March, the City extended the waiving of member cost share for in-network, in-patient COVID-19 treatment as well as the waiving of cost share for testing and related services to diagnosis or detect COVID-19 through 6/30/21.
2. Staff distributed flexible spending account (FSA) plan summary plan description (SPD) and a Summary of Material Modification (SMM) to all employees enrolled in the flexible spending plan.

3. Staff distributed the SPD and Summary of Benefits and Coverage (SBC) to all employees and retirees eligible for the City's health reimbursement arrangement (HRA).
4. Staff continued to update employee intranet with updated benefit materials for employee's convenience.
5. HR staff continued to monitor recent government legislation, particularly the American Rescue Plan (ARPA) to consider how it will affect city benefit administration when certain portions of the act go into effect in April.
6. As allowed by ARPA, the City increased the maximum contribution limit for the employee dependent care flexible spending account from \$5,000 to \$10,500 for the 2021 plan year.
7. HR staff met with Rec Center staff to discuss wellness program restart following hiatus due to COVID-19.

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

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meetings (March 3 and March 24)
- Regular review of COVID cases
- Reviewed three contracts / agreements for required insurance
- Review and follow-up of eight public events permits
- Public Entity Insurance submitted for renewal
- JDQ and job classification review & updates
- Review of personnel policies
- Assisted with benefits administration
- Finalized communications related to an H-1B visa application filing with the USCIS and received notice of selection from their lottery system. Began preparations to file a full petition/application with the USCIS, the next step.
- Assisted supervisors with performance evaluation process
- Revisions to the City's employment application continued
- Attended laPelra virtual session
- Recruitment/Employment tasks related to:
 - FT positions: Administrative Supervisor (Recreation Center), Civil CAD Technician, Engineering Technician I, Fire Captain/PSO, Land Surveyor, Public Safety Officer, Principal Engineer, Public Safety Supervisor-Lt., Wastewater Treatment Plant Operator I
 - PT positions: Community Service Officer, contracted Custodians, Library Assistant, Administrative Assistant
 - Seasonal/special purpose positions for the Community Development and Public Works departments (summer Aquatics, Rec. Front Desk, Camp staff, and Laborers)

CIVIL SERVICE COMMISSION

- Re-appointment process continued for commissioner John Clopton
- Received commissioner Sue Ambrecht's resignation and began the recruitment process

HUMAN RIGHTS COMMISSION

- Meetings held on March 8, 2021 and March 22, 2021
- Training completed with ICRC

RACIAL EQUITY TASK FORCE

- Executive Committee meetings held on March 4, 9, 18 and 25
- Preliminary discussions on purpose, key focus areas and membership

Finance and Business Operations Information Systems Division Monthly Report March 2021

Summary of projects, training and staff activities

- Staff to transitioned remote workers back to City Hall moving remaining workers back to their work areas. .
- A wireless upgrade project was kicked off, meeting with our Meraki representative to discuss the upgrade and needs of each of the buildings.
- We continue work on the new document management software, we met with a new vendor to discuss a connector with the iseries and invoice scanning, had end user training, and forms training for web based forms.
- We attended benchmark software training with public safety and worked with staff on their new Taser implementation.
- We continue to replace desktops with laptops and docking station to enable remote work or flexibility to working locations.

Software Purchase/Installation/Upgrade Activities

- 54 software installations for 7 different departments
- 6 PC upgrades for Windows 10
- 5 software upgrades
- 1 new software purchase

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 32 new pieces of equipment purchased for 6 different departments and inventory.
- 8 new equipment installations for 5 different departments.
- 2 equipment warranty repairs for 2 different departments

Problem Resolution Activities & Assistance Activities

- 63 problem resolution or assistant activities took place for 14 different departments and the library

Graphic Design Activities

- Hearst Center: corporate letter, event graphic, exhibit vinyl, exhibit show card, event poster updates, Movies Under the Moon poster, Stugis ads, membership letter, lapsed member mailer
- Tourism: sports venue fliers, planner cover, website and video images, wrestling guide, Prairie Pathways signs
- Other: website and social media maintenance/graphics, business cards, promotional/communications graphics, Currents, OurCedarFalls postcard, Rec poster/graphic, FBO chart update, Downtown Streetscape materials, poultry permit sheet, Island Park map assistance, city goals posters, Clay Street park monument changes

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Continued live streaming and live coverage of Cedar Falls athletic event coverage to allow for viewership of events as fan limitations continue due to the COVID19 Pandemic
 - Staff was busy in March with both girls state basketball and boys state basketball, UNI football started and 2 live productions were produced.
 - Spring brings the awards season and Cable staff covered Heroes Among Us virtual ceremony, and edited it for playback on Channel 15
 - Staff met with school officials from Cedar Falls Schools to assist with commencement coverage plans for the 2021 event.

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - Two Committee of the Whole meeting using Zoom
 - Three Planning & Zoning meeting
 - 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
- Produced/aired 7 public meetings, 1 CFHS events, 2 UNI events and 9 other regular educational, community and sport productions.
- Aired 4 new Panther Sports Talk shows.
- Aired 4 new Heartland shows, featuring Iowa Hawkeye athletics
- Produced and aired 1 new City News Stories
- Continued weekly encoding and programming of the following church services for Public Access. This has been especially important during the COVID19 Pandemic.
 - First United Methodist Church
 - Orchard Hill Church
 - Nazareth Lutheran Church
 - Fresh Wind Ministries
 - St. John Lutheran Church
 - First Presbyterian Church
 - Kimball Avenue Methodist Church Waterloo
 - First United Methodist Waterloo
 - First Baptist Waterloo
- Drone flights included:
 - Engineering flight to show spring flooding in North Cedar and Island Park.
 - Cedar Falls High School Ground Breaking
 - Cedar River Recreation Project
 - 1st Street Road Construction

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with EMA, county and vendor staff to discuss project for dispatch system upgrade specifications
 - Met with Engineering & Cable TV to utilize drone footage of Northern Cedar Falls
 - Met with Public Works and Water Rec staff to discuss drainage issue on Terrace Dr
 - Met with Engineering to discuss new park land
 - Updated CFU water infrastructure in GIS
 - Met with LAMA staff to discuss rental property import from Firehouse
 - Worked with Planning staff to finalize downtown zoning district legal desc
 - Discussed park addressing with Public Works staff
- 3 web and database projects were completed for 3 different departments
- Completed 5 different data requests for 3 different entities.
- Created 5 new maps for 4 different departments.
- Created 422 new addresses.

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

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

Traffic Court:

City Cases Filed: 156 (this number includes both City and State tickets)

Cases Set: 8 (Traffic) 4 (Code Enforcement)

Trials Held: 6 (Traffic) 4 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 4 agreements
- Continued advice on COVID-19 issues and policies
- Mayor/City Administrator Ordinance work
- Update Risk Management Properties
- Attention to and advise on Administration Committee case

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

Public Records Activity

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

Licenses and Permits processed/issued

1	Mobile Merchant license
4	Tree Trimmer licenses
2	Sidewalk Café permits
1	Tables & Chairs permit
2	Poultry licenses
257	Pet licenses
31	Annual "Paw Park" permits
12	Public Event permits
1	Construction parking permit
0	Dumpster permits
5	Cemetery Interment Rights Certificates
12	Liquor licenses and beer/wine permits.
0	Tobacco permits

Our office issued the very first Poultry licenses this month following the adoption of the poultry ordinances on March 5, 2021.

Prepared and filed four property assessments for expenses incurred by the city to mow/clean up affected properties.

The unemployment rates for the month of February 2021 were 4.5% for the Waterloo-Cedar Falls Metropolitan Area, 3.6% in Iowa, and 6.6% in the U.S.

Parking Activity

Enforcement

884 – Parking citations issued.

\$ 6,567.00 – Citations paid.

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

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

Library Activity

Usage Statistics	January 2021	February 2021	February 2020
Customer Count	2,253*	3,876*	16,745
Circulation	20,509	23,506	39,180
Event Attendance	2,180**	1,444**	1,250

*Curbside customers plus browsing hours in the building

**Virtual events via Facebook Live and Zoom.

***Curbside only

Special events in March included the following:

- Sousa's March Mania: Two fan-favorites competed to advance in the tournament each day, presented by the United States Marine Band.
- Weather Ambassadors: Storm Spotting 2021: The National Weather Service (NWS) and local county emergency managers hosted spotter 60-75 minute virtual multimedia presentations covering information about identifying/reporting severe weather, spotter safety, severe weather climatology in Iowa, thunderstorm structure, and more. The classes were taught by NWS Meteorologists.
- Virtual storytimes, tween events, and teen events.

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

Community Center Activity

Beginning in February, the Community Center building was used as a temporary COVID-19 vaccination site for a limited time by a local healthcare provider during phase 1B. The healthcare provider made appointments by invitation only to their patients—there are no walk-ins. On days when there is no clinic, the pool rooms and limited seating areas are available for individuals and small groups (10 or less) for informal pool games, card games, for free Wi-Fi access, or just to visit. In March, the Community Center continued to offer Grab n' Go Activity kits for seniors; some were delivered to senior living facilities and to homebound seniors.

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

Mar-21

Total for Month \$7,893,200.00
 Total for Fiscal Year \$73,747,718.00
 Total Same Month - LAST YEAR \$4,192,790.00
 Total for Fiscal Year - LAST YEAR \$56,381,525.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	11	0	\$3,879,755.00	\$25,067.70	86	0	\$26,281,336.00	\$184,138.80
Multi-Family New Construction								
Res Additions and Alterations	73	0	\$995,717.00	\$15,694.00	644	0	\$8,873,239.00	\$138,519.00
Res Garages	3	0	\$48,386.00	\$808.75	38	0	\$468,903.00	\$8,177.50
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	10	0	\$2,669,342.00	\$16,422.45	73	0	\$25,808,500.00	\$117,625.30
Commercial/Industrial Garages								
Churches					1	0	\$2,423,471.00	\$12,005.15
Institutional, Schools, Public, and Utility	2	0	\$300,000.00	\$2,661.50	2	0	\$300,000.00	\$2,661.50
Agricultural/Vacant								
Plan Review	12	0	\$0.00	\$12,973.00	64	0	\$0.00	\$125,285.00
Total	111	0	\$7,893,200.00	\$73,627.40	914	0	\$73,747,718.00	\$657,504.89

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

Mar-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	59	0	\$0.00	\$5,870.70	553	0	\$0.00	\$58,306.80
Mechanical	77	0	\$0.00	\$13,023.00	737	0	\$0.00	\$71,657.00
Plumbing	104	0	\$0.00	\$8,777.50	633	0	\$0.00	\$57,555.50
Refrigeration					5	0	\$0.00	\$576.00
Total	240			\$27,671.20	1928			\$188,095.30

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					4	0	\$0.00	\$450.00
Mechanical	2	0	\$0.00	\$0.00	4	0	\$0.00	\$300.00
Plumbing	2	0	\$0.00	\$150.00	8	0	\$0.00	\$900.00
Refrigeration								
Total	4			\$150.00	16			\$1,650.00
Building Totals	111	0	\$7,893,200.00	\$73,627.40	914	0	\$73,747,718.00	\$657,504.89
Grand Total	355	0	\$7,893,200.00	\$101,448.60	2858	0	\$73,747,718.00	\$847,250.19



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
 www.cedarfalls.com

Code Enforcement Quarterly Report Inspection Services Division

DATE: April 14, 2021

SUBJECT: 3rd Quarter FY2021 Code Enforcement Report

Violations:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	473	209	41	223		534
Grass	77	65	9	3		145
Building Maintenance	76	55	6	15		78
Snow	163	0	1	162		45
Exterior Storage	75	42	15	18		75
Inoperable Vehicles	0	0	0	0		13

Abatements completed by a City Contractor:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	43	10	6	27		54
Cost	\$14,885.85	\$8,747.50	\$1,760.95	\$4,377.40		\$15,167.95

Citations Issued:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	10	1	7	2		8

Total Number of Landlord Accountability Points Issued:

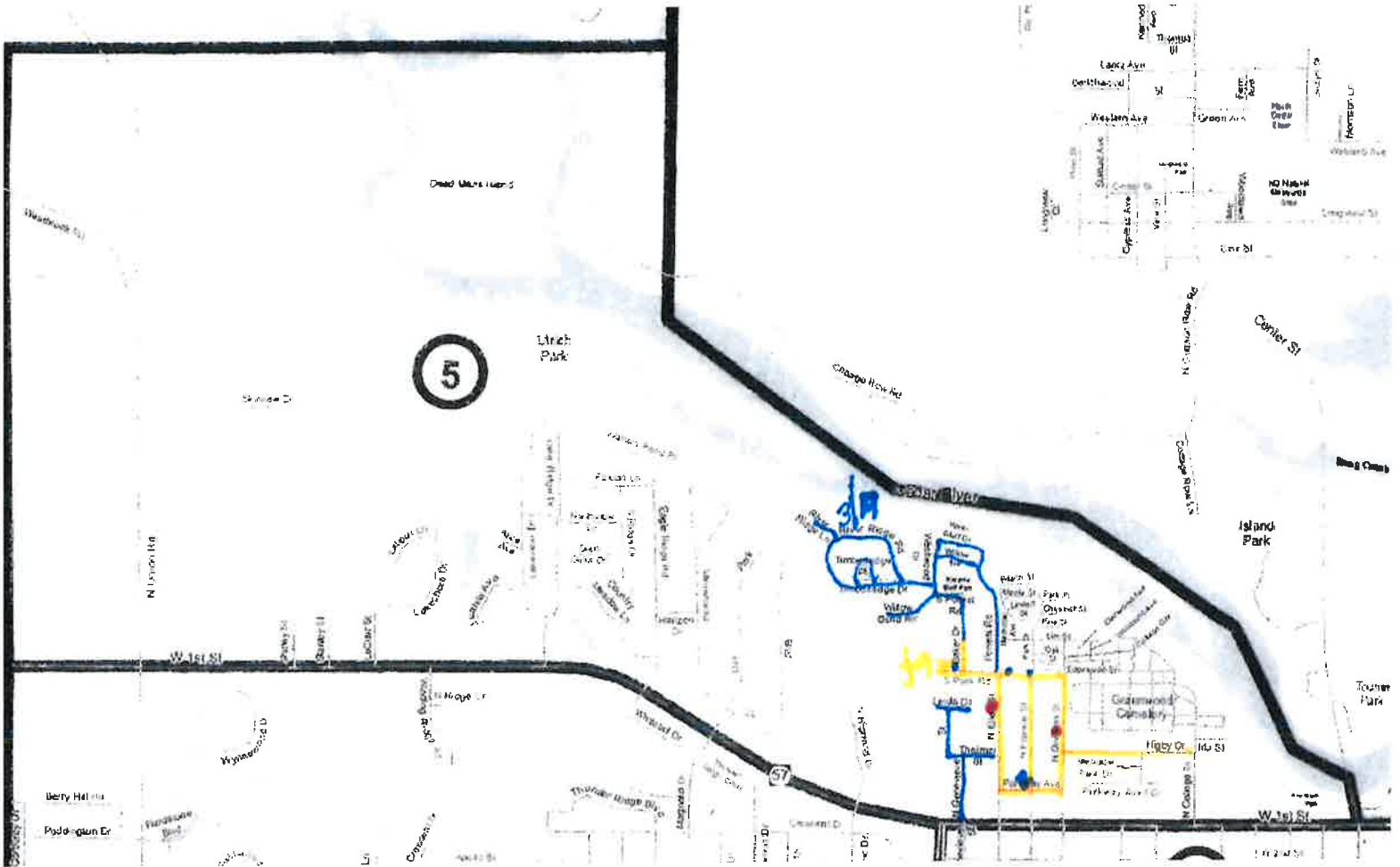
	Q1	Q2	Q3	Q4	FY20
# of properties with points	20	20	104		61
Properties with 10-15 points	3	16	17		NA
Properties with suspensions	0	0	2		0

Zone Inspections:

Violations found:

	FY21	Q1	Q2	Q3	Q4	FY20
Zone 8	85	73	12			NA
Zone 5	5			5		

Each color on the map represents the areas walked on a single day.



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

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on March 3, 2021, March 10, 2021, March 17, 2021 and March 24, 2021.

Applicant	Project	Recommendation	Action Taken
Work Session	Review of the draft of a new Downtown Zoning Code	March 3, 2021 Discussion	None
Hi Yield, LLC	CBD Overlay Site Plan for Mixed Use Building on 7 th & Main (Case #SP20-012)	March 10, 2021 Defer to future meeting	Deferred
Lydia Brown, Skogman Realty	LUMA & Rezone from M-1 to HWY-1 for 7009 Nordic (#RZ21-002)	March 10, 2021 Defer to future meeting	Deferred
Special Presentation	<i>Imagine College Hill!</i> Vision Plan Adoption	March 10, 2021 Discussion and Set Public Hearing	Public Hearing Set for March 24, 2021
Work Session	Review of the draft of a new Downtown Zoning Code	March 10, 2021 Discussion	None
Work Session	Review of the draft of a new Downtown Zoning Code	March 17, 2021 Discussion	None
Hi Yield, LLC	CBD Overlay Site Plan for Mixed Use Building on 7 th & Main (Case #SP20-012)	March 24, 2021 Defer to future meeting	Deferred
Lydia Brown, Skogman Realty	LUMA & Rezone from M-1 to HWY-1 for 7009 Nordic (#RZ21-002)	March 24, 2021 Defer to future meeting	Deferred
Lincoln Savings Bank / Signs and Designs	CBD Overlay Review for Projecting Sign at 302 Main	March 24, 2021 Discussion and Vote	Approved
Oster Family Limited Partnership	Rezone Pinnacle Prairie from A-1 to R-1 and update Master Plan	March 24, 2021 Discussion and Set Public Hearing	Public Hearing Set for April 14, 2021
Special Presentation	<i>Imagine College Hill!</i> Vision Plan Adoption – Public Hearing	March 24, 2021 Discussion and Vote	Approved
Initial public discussion	Downtown Code Adoption & Rezoning	March 24, 2021 Set Public Hearing	Public Hearing Set for April 14, 2021

Group Rental Committee – A meeting was held on March 9, 2021.

Board of Rental Housing Appeals – A meeting was held on March 22, 2021.

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
2510 Tremont Street	1	Dan and Lori Berregaard	4	4	3/9/2021	3/22/2021

Board of Adjustment – No regular meeting held

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	03/02/2021 Via Videoconference	Discussed a simplification of the Bike Plan process putting forward one map instead of three. The committee Chair also identified connections that should be the focus of the committee's conversations. Discussed Council considerations surrounding the Complete Streets Policy and the 4 to 3 lane conversion of Main Street. Discussed May Bike Month and a Spring Currents Article.
College Hill Partnership	3/08/21 Via Videoconference	Staff provided an overview of College Hill Vision Plan and encouraged participation at the P&Z public hearing. Board voted to send a letter of support. Discussed whether there was support for extended outdoor seating. Update on Light Up College Hill project.
Historic Preservation Commission	03/09/2021	Meeting was scheduled but there was no quorum to conduct meeting. No meeting took place.
Housing Commission	No meeting	No agenda items to discuss.
Community Main Street Design Committee	03/09/21 Via Videoconference	At Design committee Meeting, public review draft of downtown zoning code was discussed. Planning and Service Manager Karen Howard and Community Development Director Stephanie Sheetz presented brief information about the code and then discussed questions and concerns from the committee.
Parking Committee – Downtown and College Hill	No meeting	No Meeting was held.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR MARCH INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.

- Downtown zoning code update under P&Z review based on *Imagine Downtown! Vision Plan*. Four work sessions with P&Z before public hearings in April. Work sessions held with Community Main Street and with development professionals. Outreach effort ongoing. All property owners and residents within the district notified by postcard. Widespread social media outreach.
- P&Z discussed and held a public hearing on the *Imagine College Hill! Vision Plan* in March. P&Z made a recommendation to approve the Vision Plan to City Council.
- The final worksheet for the *Resilience Plan, Worksheet 3*, was available to the public from March 23 – 30.
- Ongoing effort to address enforcement of rental paving ordinance.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Reviewed potential industrial project with IEDA for a location in the CF Industrial Park.
- Submitted step 2 materials to IEDA for the site certification program.
- Participated in an online meeting with other communities in Black Hawk County to discuss the impacts of COVID-19 on the local economy.
- Attended webinar hosted by UNI’s Institute for Decision Making regarding Manufacturing 4.0.
- Submitted development agreement to City Council for public hearing for a redevelopment project at 108 E 4th Street in the downtown area.

CDBG

- Planning is working with the Service Agencies and schools to provide signed contracts to be approved by City Council.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	284	Rent Subsidies (HAP payments)	\$104,014
New Applications Taken	18	Utility Payments	\$ 1,281
Units under Contract	212	Admin Fees	\$ 13,004
Initial Vouchers Issued	1		
Mover Vouchers Issued	1	Lease Up Goal	235
New Admissions	1		

Ongoing

- Preparing major update to the Administrative Plan
- Scanning all files into system
- Landlord outreach

ADD A DOLLAR REPORT

There were no applications received for utility assistance in March. There was a balance of \$25,467.49 as of March 31, 2021. There is COVID money available to help with utilities that Operation Threshold is using before using Add a Dollar funds, so no applications in January, February or March this year.

Recreation & Community Programs March Report 2021

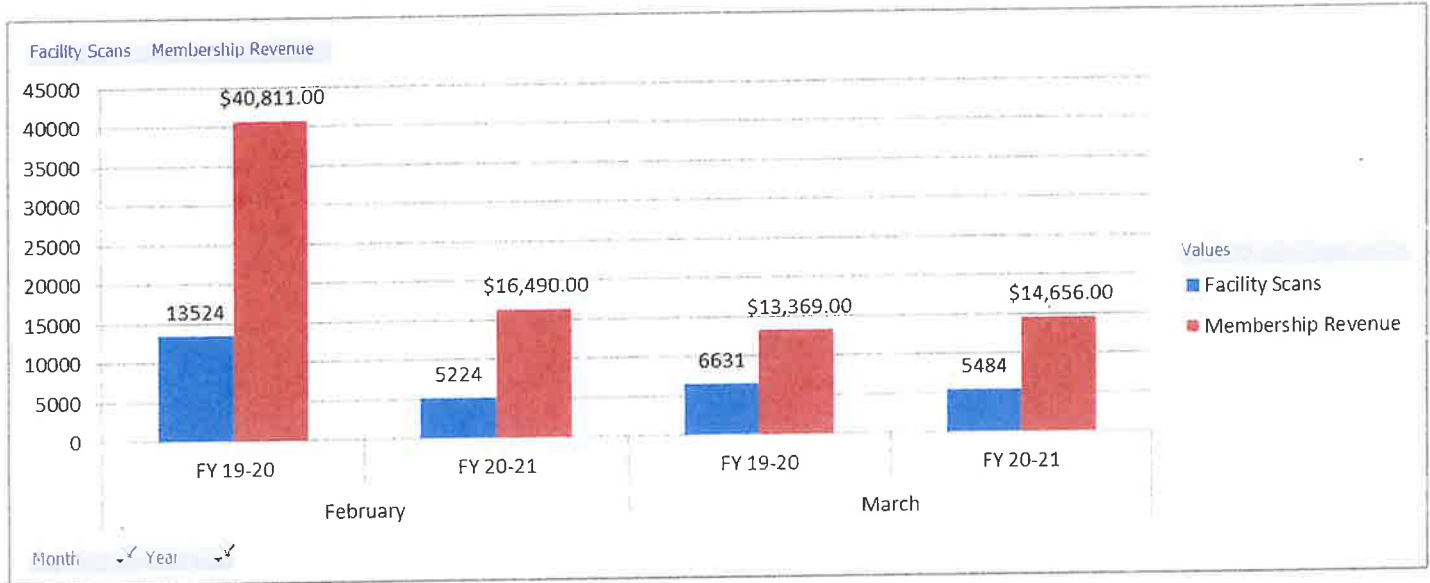


In the month of March, the Recreation & Fitness Center continued to see an increase in visitors. Swim Lessons have still been taking place, as well as registration for summer swim programs and Camp Cedar Falls. The Fitness Team offered a St. Patrick's Day spin class that had excellent attendance and was a great event for the facility and all who participated. Summer job interviews are still taking place. The primary position openings are at The Falls Aquatic Center for various positions, as well as Camp Cedar Falls for youth counselors. The end of March was the end of an era for the Recreation Team; Peggee Frost retired on April 1, and has since passed the torch to Kari Voss who will be taking over as the new Recreation Administrative Supervisor. We thank Peggee for her dedication to the Recreation Division and welcome Kari to the team.

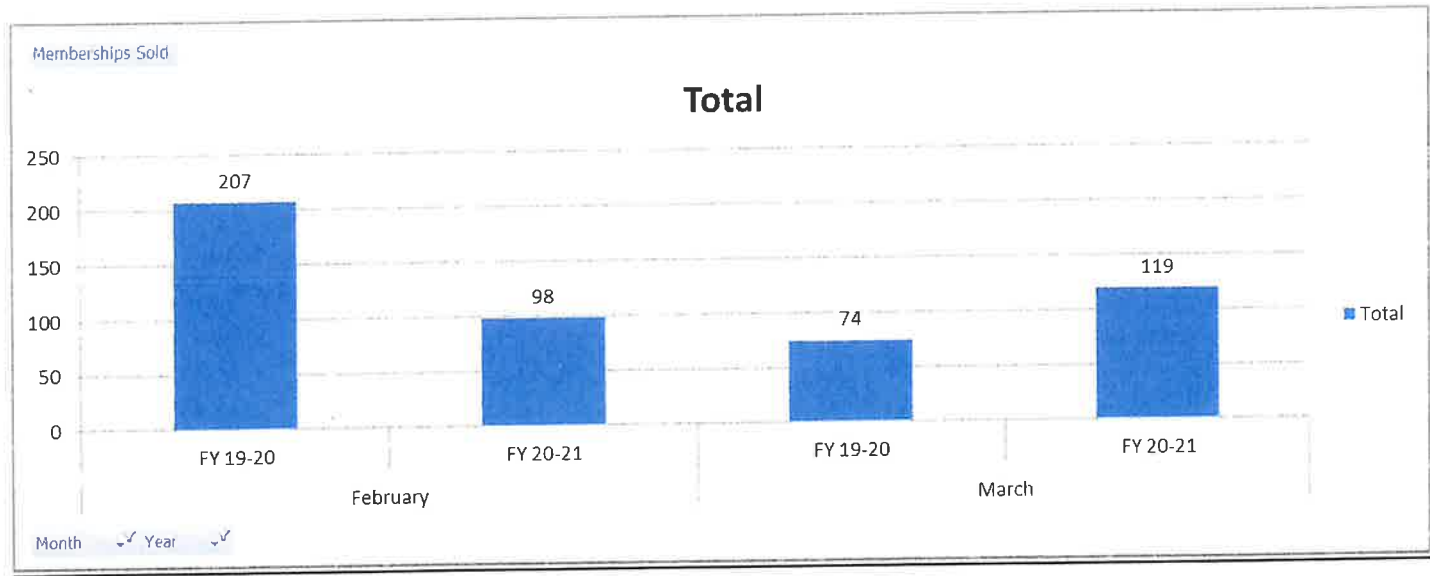
Sincerely,

J.J. Lillibridge
Recreation and Community Programs Manager

Recreation Center Usage & Revenue



Recreation Membership Packages Sold



	February (2021)	March (2021)	March (2020)
Recreation Programs			
Fitness Classes Offered	197	139	159
Fitness Class Attendance	905	1076	1835
Personal Training Sessions	66	68	118
Massages	38	37	11
Indoor Park	115	91	70
Adult Volleyball		28 Teams	
Sales	February (2021)	March (2021)	March (2020)
Swim Pass Sold	2	6	0
Swimming	February (2021)	March (2021)	March (2020)
Open Rec Swim/Lap Swim Numbers	603	624	374
Aquatic Program Usage	1076	573	286
Youth Swim Lessons		80	
Life Guarding		17	
Rentals	February (2021)	March (2021)	March (2020)
Total	0	2	0

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
March 2021



	<p>Meetings, Conferences and Business Travel Marketing and Services</p> <ul style="list-style-type: none"> Presented in person to Iowa League of Cities to host 2023 conference. Prepared another proposal. Connected with 64 event planners and association executives through LinkedIn activities. Shared new promotional video with 259 planners. Targeted 6 events to approach in April.
	<p>Sports Related Marketing and Services</p> <ul style="list-style-type: none"> Coordinated volunteers and provided planning and execution assistance for the 7v7 football event, which resulted in 550 athletes, 1,000 spectators and 574 room nights. Coordinated volunteers for USA Wrestling event.
	<p>Leisure Travel Marketing and Services</p> <ul style="list-style-type: none"> Selected ZLR to manage FY22 digital advertising. Will also work with Amperage to finish out FY21. Showcased virtually at Canoecopia resulting in 513 booth visits and 70 downloads. Assisted a production company with location services for upcoming interviews. Promoting Great American Rail Trail, American Discovery Trail and Cedar Falls and Waterloo Collaboration on a new interpretive sign to be placed in George Wyth State Park this summer. Produced and published articles about Get to Know the Hearst, Smokin' Hot BBQ Joints, Easter Eats & Activities. Received 1,192 leads from Travel Iowa.
	<p>Tourism Related Business and Organization Coordination and Collaboration</p> <ul style="list-style-type: none"> Submitted nominations for Iowa Tourism Awards.
	<p>Asset Development</p> <ul style="list-style-type: none"> Creating a Cedar Falls Beer Trail to promote trails, breweries and taprooms.
	<p>Group Tour Marketing and Services</p> <ul style="list-style-type: none"> Working on an overnight itinerary for an August visit.
	<p>Organization and Promotion of New Diverse and Year-Round Events</p> <ul style="list-style-type: none"> Assisted with inaugural 7-on-7 football event.
	<p>Increase Community Support</p> <ul style="list-style-type: none"> Met with federal legislators via US Travel's Destination Capitol Hill event.

Focus for April

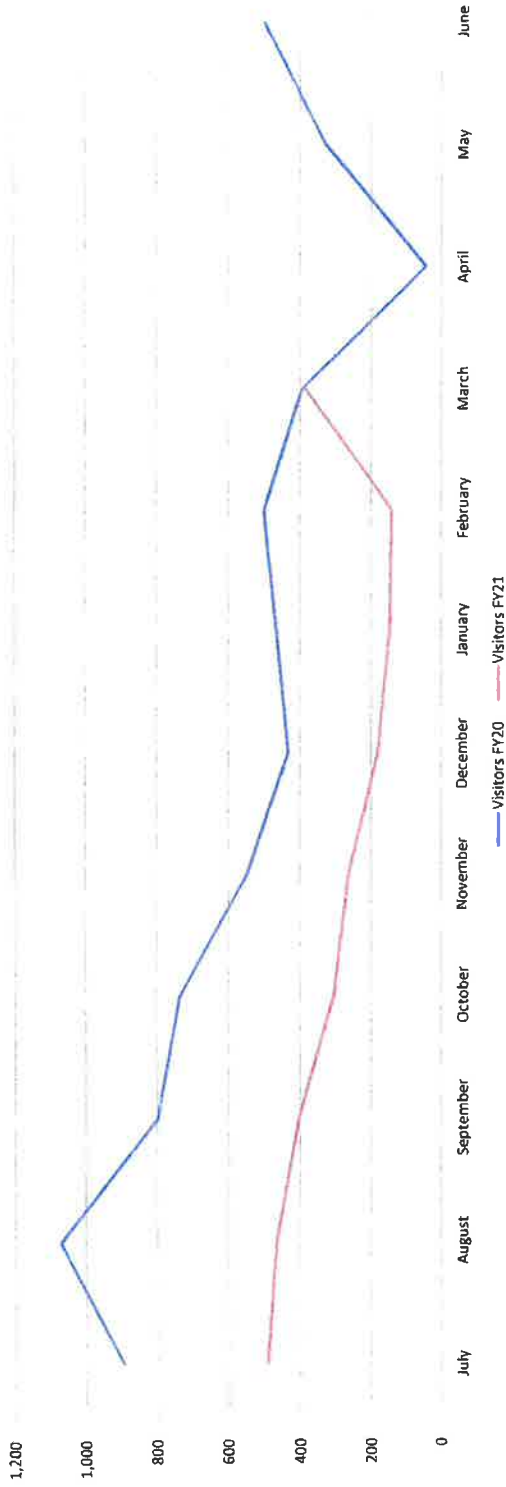
- Select data provider.
- Determine if pre-paid gift card program is feasible and advantageous.
- Determine if we should move forward with an on-line chat box feature.
- Implement new on-line calendar of events.

Respectfully Submitted,

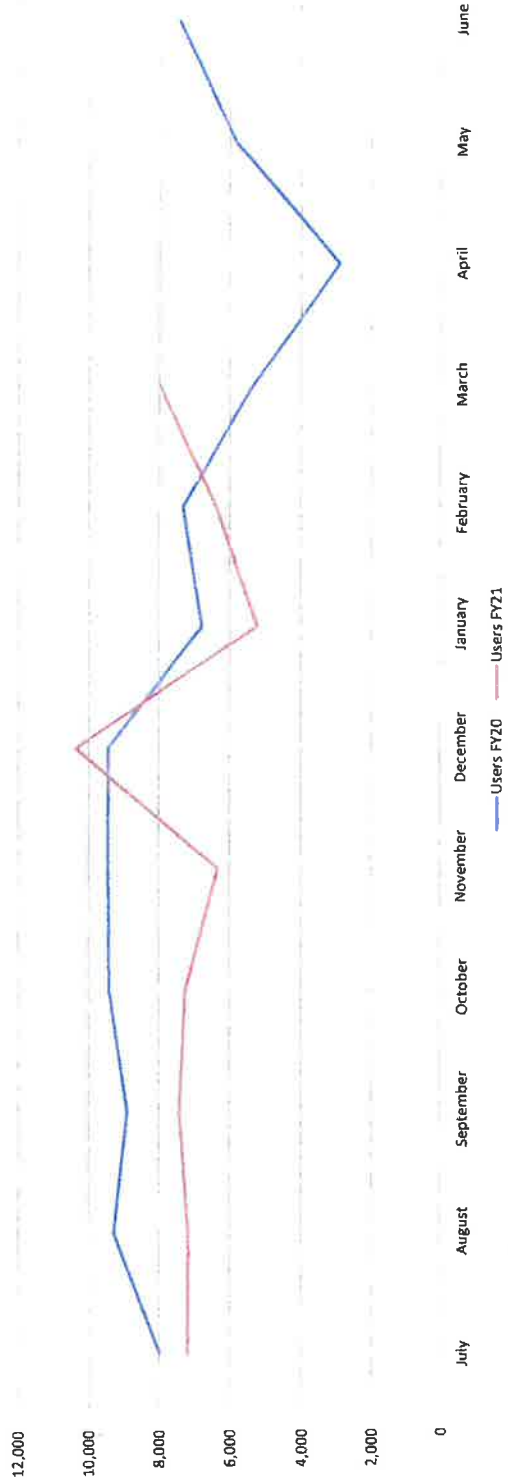
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

Visitor Center Traffic, Door Counter



Website Traffic, Users



CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | March 2021



- Four works from the permanent collection were hung at the Public Safety Building in March. All four works were inspired by the landscape in and around Cedar Falls.
- Hearst staff created a special mailing that was sent to over 160 lapsed members. Friends moved memberships to a calendar year format in late 2020.
- Staff met with the Iowa Arts Council in preparation for the Cultural Partners Leadership grant.
- The Hearst hosted a variety of offerings (four public and thirteen classes/workshops, including Spring Break Camp). We began introducing some in-person programming.
- We had two feature articles by Melody Parker in *The Courier* in March.
- Cedar Valley Limelight officially launched in March. This is an organization that Kim Manning and Heather Skeens have been working on helping to form for several years. The group will focus on advocacy for the arts and sharing opportunities for artists, as well as local events and arts programming in the Cedar Valley.
- "Finders Keepers: A Tiny Art Quest" concluded as a very successful collaboration with the Waterloo Center for the arts. We engaged seven local artists to create "tiny art" staff hid in public parks in CF/Waterloo. "Finders" shared their loot on Facebook, and the Hearst shared special highlights on participating artists throughout the week.
- The education team hired two new instructors, bringing the roster of youth/adult instructors to 9. This is still fewer than pre-COVID numbers (closer to 15), and we continue to look for quality instructors for youth and adult classes and workshops to add to our roster.

Hearst Center Usage Statistics	Last Month	This Month	Last Year
	Feb FY21	March FY21	March FY20
In-Person and Virtual Attendance*	696	874	1027
Off-site Ed/Outreach Encounters	0	0	2/72
Public Programs Offered**	5	6	8
Exhibition walk-in Viewers	217	278	142
Classes/Workshops Offered***	12	13	12
Rentals/Birthday Parties	0	4	0
Volunteers/# of Hours	9/11	8/17.5	19/41.5
Facebook Views	34988	44021	32890
Facebook Followers	2336	2379	2139
Instagram Followers	741	789	n/a
Ads, videos, press releases, articles	2	7	5
Friends Members/new or renewed	269/10	254/15	268/26

*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 - March 2021**

Item 15.

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

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

<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Villages Phase II & III	New Subdivision	Construction Underway	-----	CGA
Terraces at West Glen, New Aldea West Campus	New Subdivision	Construction Underway	-----	New Aldea/Fehr Graham
Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
Greenhill Village Estates	New Subdivision	Final Out Remains	-----	Nelson Construction & Development
Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Final Out Remains	-----	Kittrell/AECOM
Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
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	Complete
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	-----	Under Review	Under Review	City of Cedar Falls	Under Review

Department of Public Works

Operations and Maintenance Division

Monthly Report for March 2021

Streets Section:

- Responded to snow event on march 15th Full plow operations were conducted
- Street sweeping operations began utilizing two sweepers
- Cleaned debris from medians
- Three (3) storm drain related projects were completed during the month
- Pothole repairs were performed in several locations
- Removed dead woody vegetation from Dry Run drainage basins

Traffic Operations:

- 178 traffic control signs were repaired or replaced
- 15 repairs were made to signalized intersections
- Routine traffic control cabinet maintenance was performed
- Removed holiday light receptacles from Parkade area
- Performed energy efficient lighting upgrades in various public buildings

Fleet Maintenance:

- Processed 132 work orders on various equipment
- Used 13,221 gallons of fuel (6,182 ethanol, 7,039 diesel)
- Replaced mechanical seals on P511 water pump
- Placed 3 new police vehicles in service
- Finalized snow equipment repairs. Cleaned, neutralized and placed in storage.

Public Buildings:

- Continued building sanitation per COVID protocol
- Assembled new book shelving at the Public Library
- Completed contractor janitorial inspections throughout public buildings
- Managed installation oversight of air handling system in the public works fleet maintenance facility

Parks:

- Converted equipment from winter usage to summer usage
- Applied fertilizer to select areas
- Performed playground inspections and repair
- Removed 52 ROW ash trees
- Performed building repairs at the Pheasant Ridge Pro Shop.

Cemetery:

- Performed six (6) interments - One(1) Saturday service
- Three (3) spaces sold in Greenwood Cemetery, one (1) sold in Fairview Cemetery, three (3) in Hillside Cemetery

Refuse:

- 651 tons of residential solid waste was collected. Total of 733 three yard container dumps were recorded. Crews responded to 109 residential bulk item collections
- Crews collected 6.14 tons of yard waste from curbside cart collection
- The Transfer Station hauled 79 loads of solid waste to the Black Hawk County Landfill totaling 1,118 tons.
- A total of 227 tons of recyclable material was collected

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

PLANT OPERATIONS

Overall plant performance was very good for March. All permit limits were met.

Our permit requires disinfection of our effluent to occur from March 15th through November 15th. The ultraviolet disinfection system was started on the 8th. The system is operational and performing well. Grabs were taken per permit requirements with the geometric mean result being 25.4 MPN, well below the limit of 126.

PROJECTS

Our annual slip-lining contract was awarded to Municipal Pipe of Hudson. This project involves trenchless repair of sanitary sewer mains. This is a cost effective way to repair lines with issues before they fail and cause problems for residents. Work on this project will begin in April.

SOLIDS DISPOSAL AND RECYCLING

Due to wet field conditions only 68,000 gallons of liquid biosolids were applied to our farmland in March. There was an additional 260,000 gallons processed through our belt filter press in March.

Crews hauled 14.74 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were four sewer calls for service from the public, none involved issues with the city main. There was just one after-hours alarm call for lift station problems, the problem was resolved quickly with no impact on homes in the area.

Crews cleaned 15,500 feet (2.9 miles) of sanitary sewer lines and televised another 6,500 feet (1.2 miles).

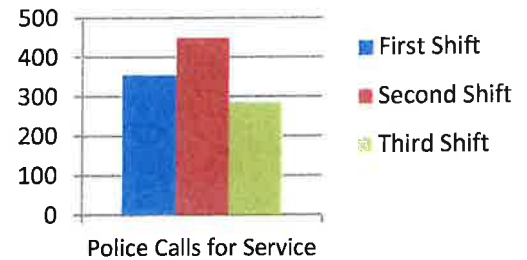
TRAINING AND PERSONNEL ISSUES

Several staff attended virtual conferences in March. Much of our staff are required to maintain licensing from IDNR and these conferences offer the needed educational units for license renewal.

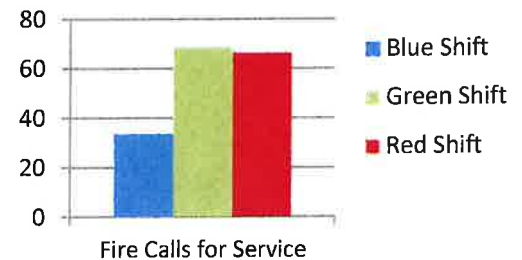
**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
MARCH 2021**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	356	452	289
Traffic Stops	98	242	210
Arrests	5	43	31
Accidents	23	31	5

**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	34	69	67
Fire	4	2	1
Rescue/Medical	20	47	46
Service Call	1	4	3
Good Intent	2	4	8
False Alarm/Call	5	8	8
Hazardous Condition	2	4	1

**INVESTIGATIONS****CSI**

- 3/18/21 - Assisted 1st shift officers with processing a residential burglary on Cottage Row Road (21-020990)
- 3/23/21 - Assisted investigators with executing a search warrant to obtain DNA in reference to a number of vehicle and residential burglaries that occurred in December 2020 (20-095616)
- 3/30/21 - Assisted 1st shift officers with processing a death on Spring Valley Lane (21-024445)
- 3/30/21 – Assisted 2nd shift officers with processing a death on Iowa Street (21-024527)

Crime Lab:

- 8 items of marijuana evidence was tested
- 1 item of evidence was processed or tested for an outside agency
- 5 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 8 items of property from closed cases in 2019 were destroyed
- 1562 CDs by officers from closed cases in 2016 were destroyed
- 14 unclaimed found bikes from 2020 were destroyed
- 14 items of property were released back to their owners

Property Room:

- The monthly random property audit was completed for March
- 83 building videos were archived
- 107 copies of videos were provided to attorneys
- 18 copies of items (not video) sent out to attorneys

Evidence / Property:

- 120 items of physical evidence were entered
- 17 items of found property were entered
- 3 items of property were entered for safekeeping
- 126 CD's were entered by officers

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- 176.5 Total Hours

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- Police In-Service training consisted of Defensive Tactics, De-escalation and Suicide by Cop
- Three PSO's attended the Iowa Association of Women Police Officers 2021 Conference in Sioux city, Iowa
- One PSO continued their training at the Iowa Law Enforcement Academy
- Two PSO's began their training at Hawkeye College for their Intermediate Level 2 academy training
- Seven PSO's attended the Iowa Reserve Law Officer's Association 2021 Annual Conference in West Des Moines, Iowa

POLICE STATISTICS:

	<u>March 2021</u>	<u>Total 2021</u>
Group A Crimes		
Kidnapping/Abduction	0	0
Forcible Rape/Sodomy/Fondling	7	12
Robbery	0	0
Assault	12	34
Arson	0	0
Extortion/Blackmail	2	3
Burglary/B&E	9	26
Theft	69	152
Motor Vehicle Theft	1	8
Counterfeit/Forgery	5	9
Fraud	12	26
Stolen Property	1	1
Vandalism	6	29
Drug Offenses	23	42
Porno/Obscene Material	0	0
Weapon Law Violation	0	3
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	6	11
Driving Under Influence	18	34
Drunkenness	14	62
Non-Violent Family Offense	0	1
Liquor Law Violation	0	0
Runaway	0	6
Trespassing	4	6
All Other Offenses	47	66
Group A Total:	147	345
Group B Total:	89	186
Total Reported Crimes:	236	531
Traffic Accidents		
Fatality	0	0
Personal Injury	0	9
Hit and Run	1	22
Property Damage	0	65
Parked Vehicle	0	1
Total reported Accidents	1	97
Driving Offenses		
Driving While License Barred	0	3
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Total Driving Offenses	0	9
Alcohol/Tobacco Violations	5	89
Calls for Service	1797	4914
Total Arrests	82	231

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

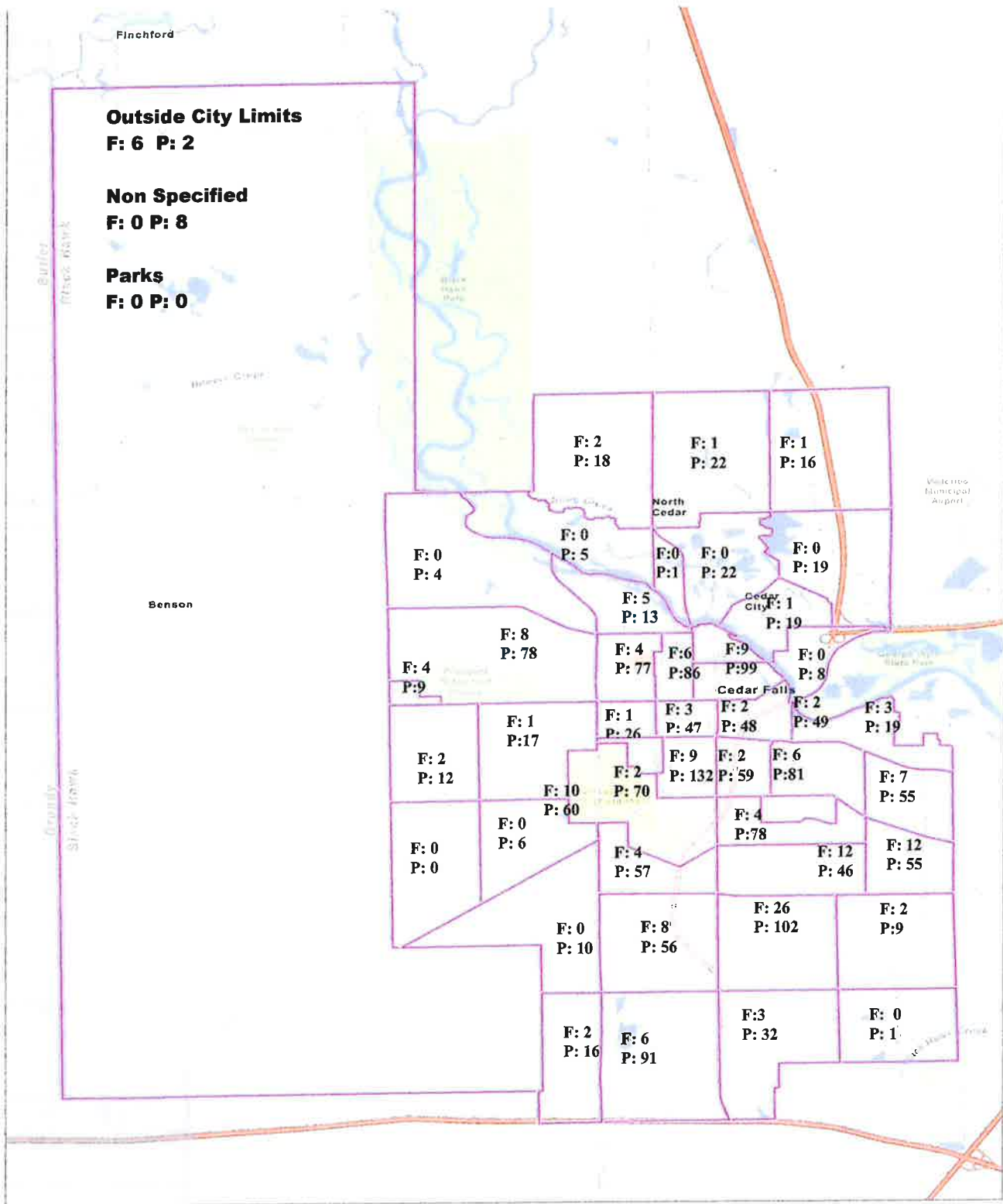
- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 2 and Driver/Operator Pumper certification testing
- March Fire in-service training was CPR, AED and Blood Borne Pathogens
- Four PSO's continued their EMT training at Hawkeye Community College
- Shift level training consisted of:
 - o Vehicle Extraction
 - o Driver Operator
 - o Pumping Procedures
 - o Fire Rescue 1 Academy
 - o General Driver
 - o LAMA Software
 - o Hose Lines
 - o Forcible Entry
 - o Ropes, Knots and Rigging
 - o Tanker Operations
 - o Air Bag
 - o Drafting Procedures
 - o Hazardous Materials Overview
 - o Foam Operations

FIRE RESCUE CALLS FOR SERVICE

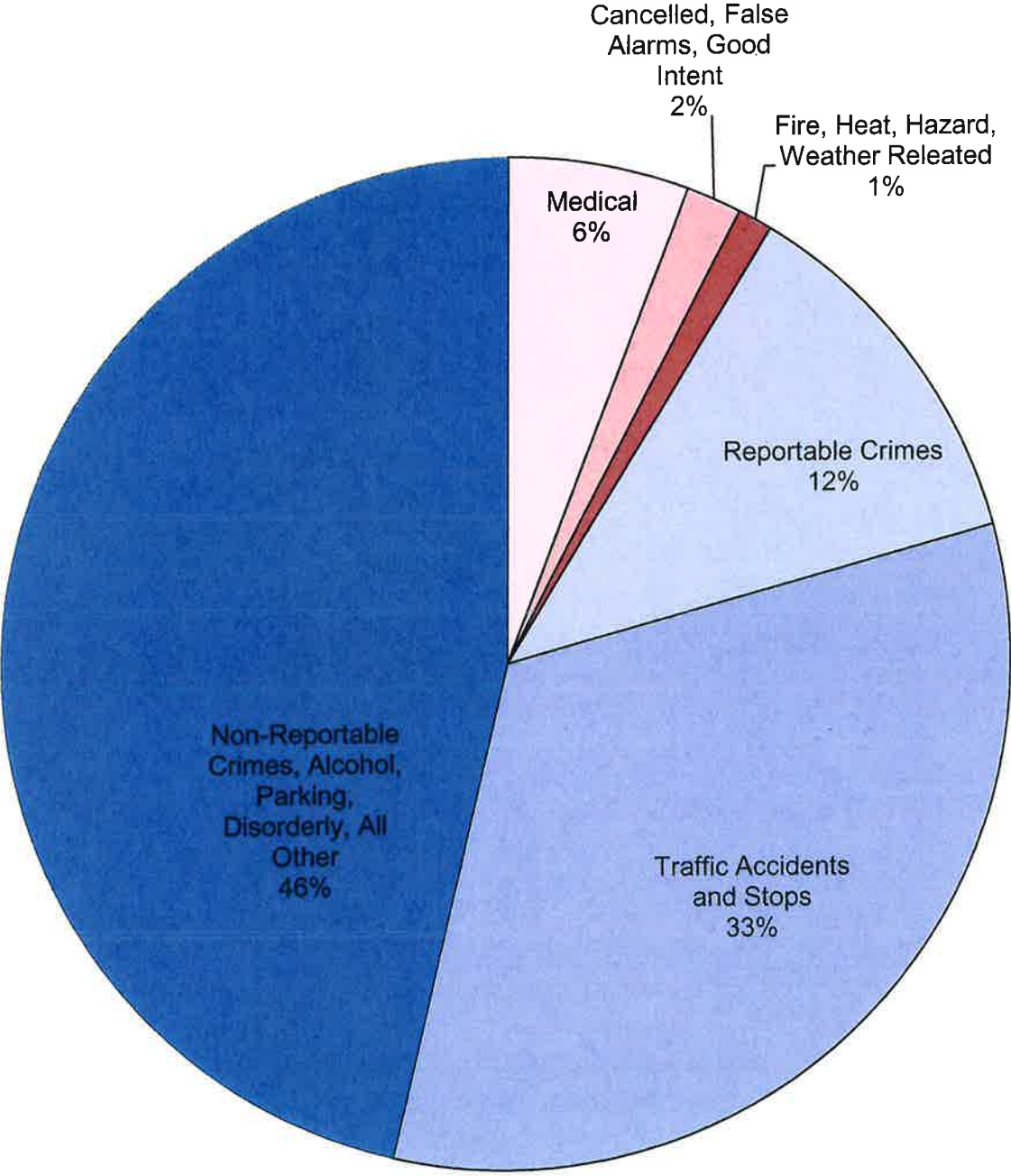
Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Medical & Rescue	124	105	113									
Cancelled, False Alarms, Good Intent	41	29	35									
Fire, Heat, Hazard, Weather Related & Other	20	22	22									
Totals	185	156	170									

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

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (March)



FIRE



POLICE



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: April 29, 2021
SUBJECT: FY21 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY21 filed by College Hill Partnership. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

If you have any questions, please feel free to let me know.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6228
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2020-2021

Board of Directors

Chris Martin, President
Ryan Kriener, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Bettina Fabos
Brent Dahlstrom
Elle Boeding
Kyle Dehmlow

15 April 2021

Mayor Green & Members of Cedar Falls City Council

220 Clay Street
Cedar Falls, IA 50613

RE: SSMID, Economic Development, Façade Grant, Community Betterment Grant

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing the College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2020-2021 Budget (included on Financial Statement)

We are thankful for the support that the City of Cedar Falls has given our organization over the year and the collaboration that we have had.

With the submission of this report, we respectfully ask for the disbursement of the SSMID Funds, Façade Grant Funds and Economic Development Funds, and Community Betterment Funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Sincerely,

Kathryn Sogard, Executive Director

On behalf of the College
Hill Partnership Board Of
Directors



Economic Development Fund, SSMID & Community Development Fund EVALUATION FY21

Project Completion and Evaluation Form

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (*use additional paper if necessary*):

Project Completion and Evaluation Form

Name of Organization: College Hill Partnership

Project Description:

SSMID

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
- The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of the College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the performance of the administration, redevelopment, and revitalization of the district. These

funds specifically have helped to pay to further our mission of revival and promotion of the College Hill area.

Economic Development

- The College Hill Partnership received approval of an Economic Development Grant.
- The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to supply monies to support efforts of aesthetic caretaking and to support efforts to research the economic atmosphere on College Hill.

Façade Improvement Grant

- The College Hill Partnership received approval of the Façade Improvement Grant.
- The objective of the Façade Improvement grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds are being used to supply the CHP and the College Hill Businesses to improve the facades of their buildings.

Community Betterment Grant

- The College Hill Partnership received approval of the Community Betterment Grant
- The objective of the Community Betterment Grant is to further our mission to remain a leader in revitalization of the Hill. Funds are being use in conjunction with our partners of the Friends of Pettersen Plaza Committee to purchase tables to facilitate more use of the plaza from customers of and visitors to the area.

What is the mission of your organization?:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

Grant Amount: SSMID \$32,970+ (Approximation)

Economic Development Grant \$4,200.00

Façade Improvement Grant \$6,000

Community Betterment Grant \$5,000.00

Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar Falls

State: Iowa **Zip:** 50613

Phone: 319-273-6228

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/projects a success October 2020 through April 2021? Why?

- Our organization has made advancements over the last six months. The CHP focused its efforts in the previous six months on creating programming that supports our mission supporting economic development. The College Hill Partnership has helped facilitated several forums for stakeholders. These forums have helped our constituents voice concerns on upcoming changes to the overlay district.

- Our Executive Director has worked hard to be a voice for the College Hill. Without SSMID funding, the CHP would run solely on volunteer hours.
- We have continued to fund clean-up efforts in the area. And have purchased a gum buster to help remove some of the more stubborn items with the hopes to bring a new shine to the Hill.
- We are encouraged three new businesses have located to the Hill and opened their doors. We are looking forward to seeing new entrepreneurs head to the Hill to open a business.
- We have been a part of several collaborative projects with other local organizations, as well. Such as:
 - College Hill Street Farmers Markets
 - UNI Homecoming Window Decorating
 - College Hill Clean-Ups

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID/Façade/Community Betterment goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district. This investment has resulted in steady job growth. College Hill has seen the opening of U & I Consign, Cloud 9 Glass and Novelty, and United Wine and Liquor all on College Street.

- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison and Student Board member). By funding the CHP, a multifaceted organization with a diverse demographic, the City of Cedar Falls ensures that customers are connected to businesses and vice-versa. Through this connection, College Hill companies can supply offerings that are in demand. Several years ago, a study supported by the CHP helped neighbors voice their support for a coffee shop on the Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill.

-We have made additional efforts to study the desires of the patrons of College Hill and the nearby residents. We have partnered with a group of university students to promote a survey determining the Partnership's desired offerings on College Hill. This group of students is using some base information the partnership has used before. They have created and revised a survey to include students at UNI. This partnership is vital to ensuring a large sample is collected from a broad spectrum of users. We hope to use their data collected to create a more comprehensive study of community members and visitors to Cedar Falls. Like our study that helped bring Sidecar Coffee to the Hill, we hope publicly promoting our findings will allow us to attract various businesses to College Hill.

- Over the past year, during the pandemic, we had the opportunity to strengthen our partnership with the University of Northern Iowa. We used our partnership to spread a cohesive message about the importance of safety measures. Our board understood from the beginning of the pandemic that to keep the economy going, we needed to work together to keep the community healthy. Our board worked with the College Hill Businesses, University, and the City to promote healthy practices by:

- Installing space markers on the ground outside of Hill Businesses
- Provided window cling signage for businesses to promote healthy habits
- Had business implement digital signage to encourage mask-wearing

- Created a continually updating spreadsheet of practices, services, and times of operation to help the public know what each of the Hill Businesses was doing to continue to serve the public
- Partnered with the University and City to promote mask-wearing in PSA campaign

Our board understood keeping the community healthy would keep students on campus; by keeping students on campus, they would continue to support the businesses. With the support of the companies, we would keep the businesses open on the Hill. We know it was not always easy to step into a leadership role. Still, the CHP Board felt it was their duty to support our community by doing everything we could to promote the best habits to keep our community members safe and healthy. Because of the efforts of all, we are happy to report that College Hill has almost no vacant retail space.

-These outcomes and efforts show that the College Hill and City of Cedar Falls' economic environment is a positive one that encourages businesses to locate and expand here.

3. Did receipt of an Economic Development Fund, Community Betterment grant, and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

The nature of College Hill is ever-changing. It is a developing area that requires that our organization continual focus on renewal and community engagement. The SSMID, Economic Development, Façade Funds, and Community Betterment funding helps the College Hill Partnership provide numerous services that promote economic development and improve quality employment opportunities. This past year the College Hill Partnership has been able to maintain a part-time Executive Director. SSMID Economic Development, Façade Funds, and Community Betterment monies helped further our mission of promoting and revitalizing College Hill. It helped us create consistency on our board and in each of our committees. Our services fall into several key areas:

- Encouraging cooperative business strategies
- Developing awareness of the neighborhood and business district through digital media
- Including several collaborative opportunities for marketing through events and partnerships
- Improving the physical appearance of the College Hill
- Promoting the District
- Sponsoring and Fostering Cultural Events
- Promoting healthy activities around Cedar Falls
- See specific examples in the following answer

4. Please provide a summary of activities complete from October 2020 through April 021 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarizations of our organization's activities are as follows:

Encouraging cooperative business strategies. The College Hill Partnership has an understanding of the challenges the College Hill area faces. We work together with merchants,

residents, landlords, the University of Northern Iowa, and Cedar Falls to make physical improvements and promote the entire overlay district. We have also been at the forefront in facilitating growth through better communication and connecting relevant parties. We have helped business growth by assisting with establishing a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program. The CHP staff is working on additional business surveys to be completed in the upcoming months to provide more neighborhood business statistics. In addition to this survey, we have been working on compiling information about residents within our district. Knowing each segment of our organization will help ensure we provide the necessary services to our community that we serve. This sort of data helps to inform our business decisions and support the local business environment. As mentioned before, several businesses have opened on the Hill over the last six months, hoping that more will follow. Consistent efforts and meetings with the local shops and an active Executive Director have helped us improve our communication with the overall business district. We have been able to work with city staff to get the community involved in several public input opportunities, from the Pettersen Plaza Expansion to Imagine College Hill Visioning. Also, the resilience planning the city has been facilitating. Many community members have helped us voice specific challenges that College Hill faces, including; safety, connectivity, accessibility, and aesthetic care.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls through UNI. It is one of the first districts that create an impression; the local area shows visitors, future students, and their parents. the CHP has overseen the maintenance of flower beds in Pettersen Plaza and College and 23rd Streets. In the recent past, the College Hill Partnership beds were highlighted on several Master Gardner websites highlighting public garden spaces and maintaining them successfully. Continually, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the area's beautification. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season. A collaboration between the College Hill Partnership, BHCo Master Gardeners, and Friends of Pettersen Plaza have spent countless hours working on providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen.

We are looking forward to implementing our spring program of beautification and welcoming our newest team member to care for the Hill's aesthetic needs. To date, we have raised over \$15,000 in private donations to go towards the improvements of Pettersen Plaza. This effort has resulted in a beautiful, aesthetically pleasing area drawing the attention of the local community. Many board members can be found spending free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with Green Iowa Americorps and Threehouse Collaborative Campus Ministries. We have facilitated a clean-up service day through this partnership and have been planning another one for Earth Day. These days featured an opportunity for UNI Students to help us clean up the Hill. Over a dozen people were on the Hill for just over two hours picking up trash and recyclables. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions about trash collection in the College Hill Business District and the Downtown District.

We appreciate that the City wants to care for our districts and understand funding for that care can be costly. Our organization wants to thank City Staff and City Council Members for realizing that additional expenses required for caretaking would be an additional burden. This would mean our focus would shift away from other economic development activities. The financial support and human resources to care for trash and the College Hill Partnership much appreciates other unexpected repairs or maintenance and the entire overlay. We have also been fortunate to partner with SAE on the Northern Iowa Campus to care for one of the more extensive beds along 23rd Street. This partnership has allowed us to build a new relationship with young community members and build on our link with the University of Northern Iowa. With our unique position close to campus, we believe it is our job to help encourage university students and community members to come together to make our community a better place to live, work, and play. We hope by bringing these two groups together, we can work towards common goals to improve our community.

Usage of Economic Development Fund Monies. The College Hill Partnership was awarded \$4,200 through the Economic Development Fund. \$2,500 was allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is a great addition to our staff and has kept the Hill clean and safer between planned volunteer clean-ups. They have also helped us keep the beds watered due to a decrease in volunteer availability because of the pandemic. With the high volume of traffic on College Hill, a consistent effort is required to keep it clean. The other \$1,700 went to purchase of a gum buster to help remove gum and other unsightly things which cannot be removed easily with a brush and soap.

1. Gumbuster:

Mr Gum: \$5,388.90

Total Project Cost: \$5,388.90 (See Invoice Attached)

2. Aesthetic Caretaking Project:

This past year, we have employed an aesthetic caretaking professional to help us care for the Hill. In addition to this employee, we have been able to supply this person with much-needed cleaning equipment to keep the Hill clean and cared for. In addition to their services, we have been able to continue to care for College Hill's aesthetic quality. We were able to do this by supporting beautification efforts, supply plantings, such as flowers, trees, and the overall care for beds along College Street and West 23rd Street.

In-kind donations (Hours): 47 x \$25.43 = \$1,195.21 (Last 6 Months)

Salary: \$1572.71 (Last 6 Months)

Beautification: \$33.58 (Last 6 Months)

Total Project Cost (for last 6 Months): \$2,801.50

Usage of Facade Fund Monies. The CHP was awarded monies through the Facade Fund. Monies are being utilized to make improvements in our district. By allocating funds to businesses that are investing in improving their facades, the overall appearance of the Hill is

greatly enhanced. We appreciate that the city is willing to let this funding flow over into the next fiscal year, understanding that due to the pandemic, businesses have not always put façade improvements as a top priority. We are hopeful the funds are utilized before the deadline of June 30th, 2022.

Grant Awards Include:

N/A As of 4-1-2021

Usage of Community Betterment Grant Monies. The College Hill Partnership has been working closely with a group of volunteers who serve on the Friends of Pettersen Plaza Committee. This committee has been working hard over the last six months pricing, researching tables for Pettersen Plaza. This research has included speaking with the UNI Industrial Tech Department to work on some designs that may become a collaborative project. The committee is finalizing choices and hopes to conclude the purchase before June 15th, 2021.

Promoting College Hill. The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (www.collegehillpartnership.org) and blog,

- Facebook Page (1850, a .7% increase in the last 6 months),
- Twitter account (2462, a 2.4% increase over the previous 6 months),
- Instagram account (1777, a 10.5% increase in the last 6 months),
- and newly added LinkedIn account (439, a 7% increase in the last 6 months),
- & Snapchat, YouTube, and Pinterest pages,

we help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill, and how we can assist in its improvement. One of the most popular posts on our Social Media channels was a project we have collaborated with UNI and Fortepan Iowa. We worked to capture the process of installing five wheat pasting murals on College Hill. The social reach was massive for us and a great highlight for College Hill and Cedar Falls. This social media exposure even reached the country of Fortepan's origin, Hungary.

We have also connected with members via email and google groups in efforts to ensure we are communicating the CHP's activities. We have used our blog on our website to feature upcoming events, important College Hill news, and updates from the City. We have also featured several guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd. Because of the vast nature of the College Hill Partnership, there are many exciting dimensions we can highlight, and many stakeholders' stories to tell and the Partnership felt a great way to showcase our diverse community was to increase our social reach through an online publication. This blog is an opportunity also to showcase issues relevant to our community.

We have also created a new space (Private Facebook Group) to help facilitate conversations between all of the businesses on the Hill. As one can image there were a lot of things to communicate about during this abnormal year and so we felt it was important to help businesses come together to talk about:

- Updates from State & City
- Pandemic Services (Grant/Loan Opportunities)
- Closures & ever changing regulations/restrictions
- Best practices during pandemic

This space has been super valuable for us to get out information to the College Hill Businesses, but also a space where they can communicate with other business owners and managers. We look forward to continuing this space to foster growth and communication within our community

Sponsoring and Fostering Cultural Events. Since 2008, the CHP has sponsored many events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. These events helped to spur other activities, including Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013).

In the past we have hosted an Annual Oktoberfest event, which helped support and increases business activity and showcases what the College Hill area has to offer. We have also been honored to work side by side with the University of Northern Iowa and Community Main Street to create an excellent Fall Kickoff for New UNI students. This event helps to introduce students to both districts and help them become more familiar with Cedar Falls.

The College Hill Partnership has noted our most successful events are when we can partner with community organizations. By having more organizations involved, we can cross-promote the event, develop stronger community bonds, and shoulder the burden of the cost events can create. Activities such as these are an essential way to appeal to a substantial, diverse demographic, which brings a significant amount of revenue to the College Hill and the City of Cedar Falls. Our events committee volunteers spent countless hours over the Summer and Fall to make these events unique and successful. All activities mentioned above increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

Due to the pandemic many of our normal events had to be redeveloped, delayed, or completely canceled. Many of the above events did not happen this year, but we have been able to host several virtual events, forums, and even one in person event to celebrate UNI Homecoming, and promote College Hill Businesses. We have been working on some upcoming events to promote the Hill which include:

- Illumination Art & Light Festival May 14th and 15th (Co-Sponsor with Hi-Lo Arts Lab on the UNI Campus)

- College Hill Block Party Sept 10th (Co-Sponsor with UNI GBPAC)

- College Hill Neighborhood Picnic

5. Do you have suggestions for improvement of this grant process?

We do not have any suggestions at this time.

- 6. The Economic Development Fund Evaluation Reports (Bi-Annual) for the Fiscal Year 2021 must be submitted by October 15, 2020, and April 15, 2021, to:**

**Cedar Falls Economic Development Review Board
c/o Director of Community Development
220 Clay Street
Cedar Falls, IA 50613**

Supporting Documents

**College Hill Partnership
2020-2021
Board of Directors**

Resident: Chris Martin (2018-2021) - chris.martin@cfu.net
Resident: Becky Hawbaker (2020-2022) - becky.hawbaker@uni.edu
Landlord: Bettina Fabos (2020-2022) –Bettina.fabos@gmail.com
Landlord: Ryan Kreiner (2019-2021) - rkriener@msn.com
Business: Andrea Geary (2019-2021) - andrea@milkbakery.com
Business: Barb Schilf (2020-2022) - barb.mohairpear@gmail.com
At Large: Kyle Dehmlow (2019-2022) - kyledelhmlow1@gmail.com
At Large: Doug Johnson (2019-2021) - doug.johnson@uni.edu
At Large: Brent Dahlstrom (2019-2022) - brentdahlstrom@gmail.com
At Large: Andy Fuchtman (2019-2021) - fuchtman@gmail.com
At Large (Student): Elle Boeding (2020-2021) - nisg-president@uni.edu

Non-Voting Board Members

Past President: Dave Deibler – ocotopuscollegehill@gmail.com
UNI Liaison: Andrew Morse – Andrew.morse@uni.edu
City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com
City Council Representative: Simon Harding- simonharding.cf4@gmail.com
Master Gardner: Vaughn Griffith – vjgriff@forbin.net
College Hill Arts Festival Liaison: Doug Johnson – doug.johnson@uni.edu
Grow Cedar Valley Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Kim Bear - director@communitymainstreet.org
Crystal Ford - crystal.ford@bergankdv.com
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com

Supporting Documents:
Gum Buster Invoice

Dr. Gomme Inc Dr. Gum Inc
800 Ford Suite 128
Chateauguay, Quebec J6J 4Z2
Canada

INVOICE

Invoice No.: 781
Date: Oct 15, 2020
Ship Date: Oct 15, 2020
Page: 1
Re: Order No. Kathryn Sogard

Sold to:
COLLEGE HILL PATNERSHIP
KathrynSogad
P.O. Box 974
Cedar Falls, Iowa 50613
USA

Ship to:
COLLEGE HILL PATNERSHIP
UNI Bookstore
1009 W 23th Street
Cedar Falls, Iowa 50513
USA

Business No.: 860486976RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
DR100	Kit	1	Complete DR1200 Serial DR1129		4,999.00	US\$4,999.00
			Freight			US\$389.90
Shipped By: Tracking Number:					Total Amount	US\$5,388.90
Comment:					Amount Paid	US\$0.00
Sold By:					Amount Owing	US\$5,388.90



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: April 28, 2021
SUBJECT: Temporary Sign Request
Bull Sign – Anna Lanesville, 3611 Eastpark Road

This office received the attached request to place the Randall’s Bull Sign at 3611 Eastpark Road. The intent is to use the sign to celebrate a husband’s birthday.



The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will display a birthday message and is intended to be located on the driveway as shown by the outline drawn on the aerial photo to the right. The sign will be placed so as to not obstruct the vision of motorists.



The Planning and Community Services Division recommends approval to display the temporary bull sign at 3611 Eastpark Road on the 8th of May, 2021.

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

xc: Stephanie Sheetz, Community Development Director
Jeff Olson, Public Safety Director
Karen Howard, Planning & Community Services Manager

Attachment: Email request from applicant

Chris Sevy

From: Karen Howard
Sent: Tuesday, April 13, 2021 3:56 PM
To: Chris Sevy
Subject: FW: May 8 - Randall's Bull

Follow Up Flag: Follow up
Flag Status: Completed

Another bull sign request! Yay! Would you get back to her about a potential timeline for Council and anything else you need?

Thanks,
Karen

From: Anna Laneville [<mailto:anna.laneville@gmail.com>]
Sent: Tuesday, April 13, 2021 3:07 PM
To: Karen Howard
Subject: May 8 - Randall's Bull

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

Hi, Karen,

My name is Anna Laneville, and I rented the bull statue on a trailer from Randall's in Hudson for Saturday, May 8. Randall's directed me to contact the city of Cedar Falls to request permission to have the bull sit in front of our house for that day (we could also put the bull in our driveway if needed). Here is my home address where the bull would sit:

3611 Eastpark Rd.
Cedar Falls, IA 50613

I also just called and left a voicemail, so whichever way is easier to communicate works for me.

Thank you so much!

Anna Laneville
319-529-3770

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA BUZZ SMOKE & VAPOR

Physical Location Address 2125 COLLEGE ST. SUITE A City CEDAR FALLS ZIP 50613

Mailing Address 2125 COLLEGE ST. SUITE A City CEDAR FALLS State IA ZIP 50613

Business Phone Number 319 260 2247

Legal Ownership Information: 319-260-2247

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP DAFFODILS, INC.

Mailing Address 2125 COLLEGE ST. SUITE A City CEDAR FALLS State IA ZIP 50613

Phone Number 319 260 2247 Fax Number _____ Email BUZZVAPESHOP@GMAIL.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

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

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

Name (please print) SHAHID ASLAM

Name (please print) _____

Signature Shahid

Signature _____

Date 04-15-2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA CLOUD 9 GLASS & NOVELTY
Physical Location Address 2125 COLLEGE ST. SUITE C City CEDAR FALLS ZIP 50613
Mailing Address 2125 COLLEGE ST. SUITE C City CEDAR FALLS State IA ZIP 50613
Business Phone Number 319 251 2006

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP DAFFODILS, INC.
Mailing Address 2125 COLLEGE ST. SUITE A City CEDAR FALLS State IA ZIP 50613
Phone Number 319 260 2247 Fax Number _____ Email BUZZVAPESHOP@GMAIL.COM

Retail Information:

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

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

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

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

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

Name (please print) SHAHID ASLAM Name (please print) _____
Signature [Signature] Signature _____
Date 04-15-2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 21 through June 30, 2022

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

Business Information:

Trade Name/DBA 5 Corner Liquor + Wine
Physical Location Address 809 E 18th St City Cedar Falls ZIP 50613
Mailing Address 809 E 18th St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-266-6975

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP PTI Corp, Inc
Mailing Address 809 E 18th St City Cedar Falls State IA ZIP 50613
Phone Number 319-266-6975 Fax Number [] Email []

Retail Information:

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

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

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

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

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

Name (please print) Muhammad Shahbaz Name (please print) []
Signature [] Signature []
Date 4/23/21 Date []

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Hansen's Dairy Cedar Falls
Physical Location Address 127 E. 18th St. City Cedar Falls ZIP 50613
Mailing Address 8017 Lincoln Rd. City Hudson State IA ZIP 50643
Business Phone Number 319-988-9834

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hansen's Dairy LLC
Mailing Address 8017 Lincoln Rd. City Hudson State IA ZIP 50643
Phone Number 319-988-9834 Fax Number — Email jordanhansen@hansendairy.com

Retail Information:

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

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

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

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

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

Name (please print) Jordan Hansen Name (please print) Blake Hansen
Signature Jordan Hansen Signature Blake Hansen
Date 4/13/21 Date 4/13/21

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Happy's Wine & Spirits
Physical Location Address 5925 University Ave City Cedar Falls ZIP 50613
Mailing Address 5925 University Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-1463

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [x] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Happy's Wine & Spirits, LLC
Mailing Address 5925 University Ave City Cedar Falls State IA ZIP 50613
Phone Number 319-277-1463 Fax Number 319-277-1438 Email happy's@cfu.net

Retail Information:

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

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

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

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

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

Name (please print) Thomas R. Amlice Name (please print)
Signature Thomas R. Amlice Signature
Date 4/14/21 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

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

Legal Ownership Information:

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

Retail Information:

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

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

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

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

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

Name (please print) Norris Sam Annis III Name (please print) _____
Signature [Signature] Signature _____
Date 4/14/2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 21 through June 30, 2022

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

Business Information:

Trade Name/DBA Murphy USA # 6970
Physical Location Address 518 Brandilyn Blvd. City Cedar Falls ZIP 50613
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731
Business Phone Number 319-266-0473

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc.
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731
Phone Number 870-875-7558 Fax Number 870-875-7670 Email Permits.Licensing@

Retail Information:

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

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

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

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

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

Name (please print) John A. Moore Name (please print)
Signature [Signature] Signature
Date 4-14-21 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA SARDAR LLC DBA PRIME MART
Physical Location Address 2728 Center St City Cedar Falls ZIP 50613
Mailing Address 2728 Center St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-830-2729

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP SARDAR LLC
Mailing Address 4423 Wildrose Court City Cedar Falls State IA ZIP 50613
Phone Number 319-830-2729 Fax Number _____ Email midwestllc786@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) Waleed Panrez Name (please print) _____
Signature [Signature] Signature _____
Date 4-09-21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Iowa Petroleum and Convenience dba Thunder Ridge Ampside
Physical Location Address 2425 White Tail Dr. City Cedar Falls ZIP 50613
Mailing Address 2425 White Tail Dr. City Cedar Falls State IA ZIP 50613
Business Phone Number 319.277.1141

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP _____

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

Phone Number 319.266.7344 Fax Number _____ Email trampside@aol.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

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

Signature [Signature] Signature _____

Date 4/24/2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA UP IN SMOKE

Physical Location Address 2218 COLLEGE ST City CEDAR FALLS ZIP 50613

Mailing Address SAME City _____ State _____ ZIP _____

Business Phone Number 319-260-2162

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP ZAINAB LLC

Mailing Address SAME City _____ State _____ ZIP _____

Phone Number 773-997-3435 Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

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

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

Name (please print) OMER NOORWALA Name (please print) _____

Signature *Omer Noorwala* Signature _____

Date 04-15-21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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


DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
 CITY OF CEDAR FALLS
 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: April 29, 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) Double Tap, 312 Main Street, Class C liquor - renewal.
- b) Suds, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
- c) Casey's General Store, 5908 Nordic Drive, Class E liquor - renewal.
- d) Cedar Basin Music Festival, Sturgis Park, Class B beer & outdoor service - 5 day permit.
- e) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Class B beer & outdoor service – eight 5 day permits (May 31-June 5, June 7-12, June 14-19, June 23-28, July 5-10, July 12-17, July 19-24, and July 26-31).
- f) Chuck E. Cheese's, 5911 University Avenue, Special Class C liquor - new.



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: April 28, 2021
SUBJECT: Administrative Policy No. 7 – City Council Packet Deadline

At the April 19, 2021 City Council Work Session, there was a consensus among City Council to change the City Council packet publication date from the Friday prior to the City Council meeting to the Tuesday prior to the City Council meeting. Because these dates are outlined in Administrative Policy No. 7 – City Council Meeting Procedures, revisions to the policy are necessary and are shown in the attached red-lined document. Staff recommends approving and adopting these amendments to Administrative Policy No. 7.

Additionally, to aid in a smoother transition and allow for proper planning, staff recommends implementing the new deadline for the August 2, 2021 City Council meeting.

Please feel free to contact me with questions. Thank you.



Administrative Policy No. 07

Subject: City Council Meeting Procedures

Adopted: 01/28/91 **Amended:** 04/2003; 10/2006; 12/2013, 09/15/2014, 10/06/2014, 03/07/2016, 03/06/2017, 04/03/2017, 04/16/2018, 02/01/2021

Introduction:

Ordinance No. 566, adopted on March 25, 1927, establishes the rules of conduct for Cedar Falls City Council meetings and the passage of motions, resolutions and ordinances.

Purpose:

This policy is intended to describe the steps necessary to comply with the rules of conduct described by ordinance.

Procedure:

Part I. General Provisions

Rule 1. Scope of rules. These rules shall govern the conduct of the council and shall be interpreted to insure fair and open deliberations and decision-making.

Rule 2. Applicability of Robert's Rules of Order. In all cases not provided for by the Cedar Falls code of Ordinances, or not specifically provided for in these rules, Robert's Rules of Order shall govern all points of order arising during a city council meeting, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent.

Rule 3. Matters not covered. Any matter of order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with the assistance and advice of the city attorney or his/her representative in conformity with the purpose of these rules in a fair and expeditious manner. The decision of the presiding officer may be reversed by a majority vote of the council.

Rule 4. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Cedar Falls.

Part II. Time and Place of Meeting

Rule 5. Regular meetings. Regular meetings of the Cedar Falls City Council shall be held the first and third Monday of each month at 7:00 P.M. in the City Hall Council Chambers, except when Monday falls on a legal holiday, then the meeting shall be held at the regular hour on the next succeeding day not a holiday, provided, however, council may, by resolution, reschedule any regular meeting to another date and time, or may cancel a meeting. All hearings shall be scheduled for 7:00 P.M. the day of a regular meeting. (Sec. 2-45(a))

Rule 6. Special meetings. Special meetings may be called by the mayor or by any four or more councilmembers. To call for a special meeting any four or more councilmembers may separately file a request with the city clerk. Such request shall include the agenda item(s) for the special meeting. The agenda for the special meeting shall specify the day, hour and subject of the meeting and shall be posted in City Hall and notice given to the media 24 hours in advance. (Sec. 2-45(b))

Rule 7. Quorum. A majority of all members elected to the City Council shall constitute a quorum for transaction of business. (Sec. 2-46)

Part III. Agenda

Rule 8. Preparation of agenda. Prior to each council meeting the city clerk shall prepare an agenda that contains all items the council anticipates acting upon at the meeting. The order of business shall be as follows:

- a) Approval of Minutes.
- b) Agenda Revisions.
- c) Public Forum.
- d) Special Presentations, if necessary.
- e) Special Order of Business, primarily public hearings and related actions.
- f) Old Business.
- g) New Business:
 - 1) Consent Calendar.
 - 2) Resolution Calendar.
 - 3) New ordinances that do not require public hearings.
- h) Bills and Payroll.
- i) City Council Referrals.
- j) City Council Updates.
- k) Executive Session, if necessary.
- l) Adjournment.

Rule 9. Consent Agenda. In preparing an agenda, the city clerk shall separately designate items as Consent Calendar or Resolution Calendar, which may be acted upon by the council under Rule 61. These items shall consist of routine non-controversial items that in the city clerk's determination can be appropriately considered

in bulk at the council meeting or a listing of resolutions which are subject to council action on that date.

Rule 10. Hearings and Special Order of Business. The city clerk shall prepare as a separate portion of the agenda a schedule of hearings and special presentations or items of business.

Rule 11. Agenda deadline. Any member of the council, the city administrator, city attorney, city clerk, or departmental director, with the mayor's approval, may have an item included upon the agenda by requesting the city clerk to include the item by ~~5:00 P.M. noon~~ on the ~~Friday 10 days prior to Thursday preceding~~ the council meeting. Agendas and meeting materials will be available to the public at ~~5~~4:00 P.M. on the ~~Tuesday~~Friday preceding the council meeting. ~~Council packets will be assembled and distributed to councilmembers, department directors, mayor, city administrator, city attorney and official newspaper by 5:00 P.M. on the Friday preceding the council meeting, and the public may request copies of materials related to council items on the Monday of the council meeting during normal office hours unless otherwise prescribed by public notice.~~

Rule 12. Extra items. Items requested or filed after ~~5:00 P.M. noon~~ on the ~~Friday 10 days prior to Thursday preceding~~ a council meeting shall not be included upon the agenda unless the mayor shall deem the item of sufficient urgency to warrant immediate council action.

Rule 13. Sponsor required. The city clerk shall not place upon the agenda any matter for reconsideration unless sponsored by the mayor, a councilmember who voted on the originally prevailing side or a council member who was absent at the time of the original action (Rules 40, 52 and 53 also address motions to reconsider). The renewal of a previous motion that is still applicable shall be placed upon the agenda of a subsequent council meeting upon the sponsorship of any member of the council.

Rule 14. Mayor withdrawal of items. The mayor may withdraw any item prior to the council meeting, but in withdrawing the item shall state to the council the reason therefore. An item withdrawn by the mayor may nonetheless, in the discretion of the council, be acted upon in its regular order.

Rule 15. Council action to defer, continue or not act. A member of the council may not withdraw any item prior to the start of council meetings, provided however, a council member wishing council to defer action or continue an item has a right to have a motion to continue, defer or not act on any item considered before any other action which council may consider.

Rule 16. Public agenda requests. Someone from the public may request to have an item placed on the agenda by filing such request in writing with the mayor prior to ~~5:00 P.M. noon~~ on the ~~Friday 10 days prior to Thursday preceding~~ the regular council meeting. The mayor may either grant the request by placing it on the next agenda or

deny the request for stated reasons, conveyed to the requester. Anyone may utilize the Public Forum portion of the meeting agenda to raise any issue not on the formal agenda, which issue shall then be governed by the rules set forth in Part X.

Any visual aids that a speaker desires to have displayed during City Council or Committee meetings must be submitted to the City Clerk by 10:00 a.m. on the day of the Council meeting for Mayor review and approval.

Part IV. Conduct of Meetings.

Rule 17. Roll call. Before proceeding with the business of the council, the city clerk shall call the roll call of councilmembers present and enter those names in the minutes. The city clerk shall determine the presence of a quorum as required by law and these rules.

Rule 18. Call to order. The mayor or mayor pro tem shall call the meeting to order at the appointed hour. In the absence of the mayor or mayor pro tem, the city clerk shall call the meeting to order and a temporary presiding officer shall then be selected under Rule 19.

Rule 19. Presiding officer. The mayor, or in the mayor's absence or incapacity the mayor pro tem, shall be the presiding officer at all council meetings. If both the mayor and mayor pro tem are absent, the most senior council member present shall preside. In the event two or more members equally possess the greatest seniority, then the eldest person among them shall preside.

Rule 20. Control of discussion. The presiding officer shall control discussion of the council on each agenda item to assure full participation in accordance with these rules.

Rule 21. Mayor to decide question of priority of business. A question relating to the priority of business shall be decided by the mayor without debate. (Sec. 2-104)

Rule 22. Order required when question is being put. While the mayor is putting the question, no one shall walk across or out of the council room. (Sec. 2-105)

Rule 23. Speaking on questions restricted. No councilmember shall speak more than twice on one question before the council without leave of the council, nor more than once in any case until every member choosing to speak shall have spoken. (Sec. 2-106)

Rule 24. Mayor to recognize speaker. When two or more councilmembers rise at once to speak at a council meeting, the mayor shall name the member who is to speak. (Sec. 2-108)

Rule 25. Calling member to order; appeal. A member of the council called to

order while speaking at a council meeting shall immediately cease speaking unless permitted to explain. If there is no appeal, the decision of the chair shall be conclusive, but if the member appeals the decision of the chair, the council shall decide the question without debate. (Sec. 2-109)

Rule 26. Order required while others are speaking. While a member is speaking, no member shall hold any private discourse (Sec. 2-110)

Rule 27. Motions to be seconded; when to be written. No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the mayor before debate and every motion shall be reduced to writing if required by the mayor or any councilmember. (Sec. 2-111)

Rule 28. Gaining the floor. Every councilmember, previous to speaking, shall address the mayor, and say, "Mr./Madam Mayor," and shall not proceed with remarks until recognized and named by the chair. (Sec. 2-107)

Rule 29. Order of consideration of agenda. Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 61 or Rule 62.

Rule 30. Discussion. A councilmember shall speak only after being recognized by the presiding officer. A councilmember recognized for a specific purpose shall limit remarks to that purpose. A councilmember, after being recognized, shall not be interrupted except by the presiding officer to enforce these rules.

Rule 31. Presiding officer's right to enter into discussion. The mayor (or other presiding officer) may enter into any discussion.

Rule 32. Limit on remarks. Each councilmember shall limit his or her remarks to a reasonable length.

Rule 33. Presiding officer's right to speak last. The presiding officer has the right to close debate and speak last on any item.

Rule 34. Closing debate. Discussion, including public participation, shall be closed on any item by the presiding officer with the concurrence of a majority of the council. Except as provided by Rule 46, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.

Part V. Public Participation

Rule 35. Public's right to address council. Persons other than councilmembers shall be permitted to address the council only upon items listed on the agenda, unless excluded under Part X.

Rule 36. Manner of addressing council. A person desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and group affiliation (if any) and speak clearly into the microphone.

Rule 37. Time limit on speaker remarks. Speakers shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration can be limited to a fixed period by the presiding officer. A majority vote of the council may extend the time limitations of this rule.

Rule 38. Remarks of speaker to be germane. Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Speakers making comments that could be construed to be a personalized attack, impertinent or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the meeting.

Part VI. Council Action

Rule 39. Motion required. All action requiring a vote shall be moved by a member of the council.

Rule 40. Motion to reconsider. A motion to reconsider must be made by a council member who was on the prevailing side in the original action or by a councilmember absent at the time of the original action.

Rule 41. Rule 40 of these Rules notwithstanding, when less than seven members of the council are in attendance at a meeting and an agenda item fails to receive a majority of affirmative or negative votes of those in attendance, then the agenda item shall, upon the request of any councilmember in attendance at the meeting, be placed by the city clerk on the agenda for the next council meeting, and continued thereafter upon the agenda for subsequent meetings until it shall receive a majority of affirmative or negative votes of those in attendance. In the event an item continued under this rule is consideration of an ordinance, the ordinance shall not be considered to have been read or considered for its first or any subsequent passage unless it shall receive four affirmative votes.

Rule 42. Majority vote required for adoption. No resolution or ordinance shall be adopted without a concurrence of a majority of all of the members of the council by call

of the ayes and nays that shall be recorded. Passage of a motion requires a majority vote of a quorum of the council. As used in this section, "all of the members of the council" refers to all of the seats of the council including a vacant seat and a seat where the member is absent, but does not include a seat where the councilmember declines to vote by reason of a conflict of interest. (Sec. 2-107)(Sec. 2-128)

Rule 43. Preferential motions.

a) When a question is under debate the only motions in order shall be:

- | | |
|---------|------------------------------|
| First | To adjourn. |
| Second | The previous question. |
| Third | To lay on the table. |
| Fourth | To postpone indefinitely. |
| Fifth | To adjourn to a certain day. |
| Sixth | To refer. |
| Seventh | To amend. |

b) Such motions shall be given precedence in the order herein arranged, the first three (3) to be decided without debate. (Sec. 2-116)

Rule 44. When motion to adjourn is in order. A motion to adjourn the council shall be in order except:

- a) When a member is in possession of the floor.
- b) While the members are voting.
- c) When adjournment was the last preceding motion.
- d) When it is decided that the previous question shall be taken. (Sec. 2-117(a))

Rule 45. Amendment, debate of motions to adjourn. A motion to adjourn simply cannot be amended, but a motion to adjourn to a given time may be and is open to debate. (Sec.2-117(b))

Rule 46. Putting the previous question; call for vote. When a council member desires to make a motion to cease debate and to proceed to a vote on the pending question, the member shall make a motion as follows: "Shall the main question be now put?" If this is carried, all proposed amendments and all further motions, debates and public participation shall be excluded, and the question put without delay. This motion requires a two-thirds vote of the council members present for it's adoption. (Sec. 2-118)

Rule 47. Debate of motions to table, amendment. A motion to lay a question on the table simply is not debatable, but a motion to lay on the table and publish, or with any other condition, is subject to amendment and debate. (Sec. 2-119)

Rule 48. Indefinite postponement of motions. When a motion is postponed

indefinitely, it shall not be taken up again during the same meeting. (Sec. 2-120)

Rule 49. Precedence of motions to refer to committee. A motion to refer to a standing committee shall take precedence over a similar motion for a special committee. (Sec. 2-121)

Rule 50. Motions to amend.

a) A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be entertained. (Sec. 2-122)

b) An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order. (Sec. 2-122)

Rule 51. Motions to strike and insert. On a motion to strike out and insert, the paragraph to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the paragraph as it would stand if so amended. (Sec. 2-123)

Rule 52. When motion may be reconsidered; renewal of motion. A motion may be reconsidered at any time during the same meeting at which the motion was made, or at the first meeting held thereafter. A motion for reconsideration, being once made and decided in the negative, shall not be renewed before the next meeting. (Sec. 2-124 (a))

Rule 53. Who may move to reconsider. A motion to reconsider must be made and seconded by the members who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered. (Sec. 2-124 (b))

Rule 54. Withdrawal of motions. After a motion or resolution is stated by the mayor, it shall be deemed to be in the possession of the council, but may be withdrawn at any time before decision, but if any amendment has been proposed or adopted, it shall be withdrawn without the consent of the mover of such amendment. (Sec. 2-113)

Rule 55. Duty to vote; conflict of interest. Each councilmember who is present when a question is stated from the chair of the council shall vote thereon unless he/she is directly interested in the question, in which case he/she shall not vote. In case any member refuses to vote when not excused, his/her vote shall be recorded in the negative. (Sec. 2-115)

Rule 56. Applicability of Robert's Rules of Order. In all cases not herein provided for, Robert's Rules of Order shall govern all points of order arising not governed by these rules, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent. (Sec. 2-129)

Rule 57. Consent required to suspend, amend rules. The foregoing rules may be temporarily suspended by consent of three-fourths of the councilmembers present, but shall not be repealed, altered or amended unless by concurrence of two-thirds of all the councilmembers elected. (Sec. 2-130)

Rule 58. No motions by presiding officer. If the presiding officer is a councilmember, they shall not make a motion.

Rule 59. Division of question containing distinct propositions. If a question in debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division. (Sec. 2-114)

Rule 60. Separate consideration. Except as otherwise allowed by these rules, each agenda item shall be voted upon separately and shall be recorded by the city clerk.

Rule 61. Action on Consent Agenda. Except as herein provided, the Consent Agenda comprised of the Consent and Resolution Calendars shall be considered in bulk and voted upon in single motion or resolution. Each councilmember shall advise the presiding officer of any matter on the Consent Agenda upon which he/she wishes to speak or to vote no. At the time of consideration of the Consent Agenda, the presiding officer shall announce the items upon which councilmembers have indicated they wish to speak or vote no; items upon which any councilmember wishes to speak shall be considered separately and not as a portion of any motion calling for action upon the remainder of the Consent Agenda. The city clerk, on all matters contained in the Resolution Calendar shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately. Rule 29 shall not apply here.

Rule 62. Action on multiple items. With the consent of a majority of the council, Rule 60 hereof notwithstanding, the council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the city clerk noting specific yes or no votes of each councilmember on each item.

Rule 63. Consideration out of order. With the consent of the council, any agenda item may be considered out of order at the request of a councilmember.

Rule 64. Recording names of moving members. The city clerk shall record the name of the councilmember making each motion. (Sec. 2-112)

Rule 65. Consideration of matters not on agenda. Except as to matters that by law require the publication of notice before consideration by the council, any member of the council may, at the close of the regular agenda, bring a matter not on the agenda to the council's attention. Council may act upon such matter only if it does not conflict with the Iowa Open Meetings Law or may direct such matter be included upon a later agenda.

Part VII. Miscellaneous

Rule 66. Motions. At any appropriate place on the agenda, any member of the council may make a motion for the council to act upon any matter if the motion is

germane to the matter under consideration.

Rule 67. Applicability of rules. These rules shall apply to the council when meeting in any form.

Rule 68. Hearings. Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the council.

Rule 69. Informal requests. A member of the council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the mayor, city administrator, city attorney, city clerk or any departmental director.

Part VIII. Committee Structure

Rule 70. Appointment of committees; standing committees enumerated. All standing committees shall be appointed by the mayor and all special committees shall be appointed by the mayor unless specifically directed by the council. All standing committees of the council shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chair of such committee. (Sec. 2-68)

The following shall be the standing committees:

- a) Administration.
- b) Committee of the Whole.

Except for matters which the Cedar Falls Code of Ordinances, or the express provisions of these rules, specifically direct be submitted to the Administration Committee, or except as otherwise directed by the council, it is the desire and intent of the council that all matters which are referred, or which are to be referred, to a committee of the council, shall be referred to the council's Committee of the Whole.

Rule 71. Number of committee members.
The standing committees of the council shall consist of all seven members, with the Mayor serving as non-voting chair of the committee of the whole. All special committees shall consist of five members each, unless some other number is specified. (Sec. 2-69)

Rule 72. Procedure for committees to report. Standing and special committees of the council to whom references are made, in all cases, shall report in writing the state of facts, with their opinion, which opinion shall be summed up in the form of an order, resolution or recommendation, unless otherwise ordered by the council. (Sec. 2-71)

Rule 73. City clerk to forward papers to committees employed. The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the reference shall have been made. (Sec. 2-70)

Rule 74. Acceptance of final report discharges special committees. On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered. (Sec. 2-72)

Part IX. Ordinance Adoption

Rule 75. Ordinances to be presented in writing. All ordinances shall be presented in writing before being considered by the council. (Sec. 2-125)

Rule 76. Consideration and passage of ordinances. Ordinances must be considered and voted upon for passage at three separate council meetings, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council.) (Sec. 2-126)

Rule 77. Procedure for passage of ordinances. The following procedure shall be followed by the council in the passage of all ordinances:

- a) A motion to pass the ordinance upon its first consideration or a motion to suspend the rules requiring ordinances to be considered at three (3) separate council meetings.
- b) In the event the ordinance is passed upon its first consideration, the ordinance shall be given the second and third considerations either in adjourned meetings of the meeting of its passage on first reading, or at some following special or regular meetings of the council.
- c) In the event that a motion to suspend the rules has passed, a motion shall be made to adopt the ordinance upon its third and final consideration.
- d) Upon the passage of the third and final consideration of the ordinance, the mayor shall declare the ordinance duly passed and adopted.

Rule 78. Contents of amendments to ordinances. An amendment to an ordinance must specifically repeal the ordinance, or the section, subsection, paragraph, or subpart to be amended, and must set forth the ordinance, section, subsection, paragraph, or subpart as amended. (Sec. 2-127)

Part X. Public Participation Procedures

The City of Cedar Falls encourages the attendance and participation of the public at its meetings. Public participation is permitted through the four following areas:

- 1) Anyone may address the council during the Public Forum segment of the agenda regarding any issue not on the agenda that is an issue exclusively related to City

operations or business. No formal action on the subject presented by the speaker may be taken by the council, other than a referral to City staff or a council committee or placement on an upcoming council agenda, as restricted by State statute. Public Forum is not to be used as a platform for individuals running for elected office at any governmental level.

- 2) A speaker may address the council on any public hearing item specifically listed on the council agenda during that portion of the public hearing when the presiding officer is soliciting public input.
- 3) A speaker may address the council on any item listed under Old or New Business or under the Consent or Resolution Calendars of the council agenda.
- 4) Anyone may request an item be placed on the council agenda by filing such a request in writing with the mayor prior to ~~noon~~5:00 P.M. on the Friday 10 days prior to Thursday preceding a regularly scheduled council meeting. The request shall then be processed in accordance with Rule 16 of the adopted City Council Meeting Procedures.

However, to avoid violating adopted personnel policies, Iowa law, and Iowa collective bargaining laws, employees and collective bargaining groups will not be recognized to speak about employment related issues during City Council meetings. Employees and collective bargaining groups should utilize the processes specifically defined and granted by Iowa Code and adopted City personnel policies.

Public participation through any of the four areas described above shall be in compliance with the following rules:

- 1) Anyone desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and group affiliation, if applicable, the item of city council business to which the person desires to speak, and speak clearly into the microphone.
- 2) Each speaker shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration may be limited to a fixed period of time by the presiding officer. A majority vote of the council may extend the time limitations imposed by this rule.
- 3) Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Any speaker making comments that could be construed to be a personalized attack, impertinent, or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the council meeting.
- 4) No issue raised by a speaker under the rules of this Part X shall be debated by the City Council.

(Previously #91-0001)

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM**Administration Division**

TO: Mayor Green and City Council Members
FROM: Stephanie Sheetz, Director
DATE: May 3, 2021
SUBJECT: Updated Job Description – Tourism & Cultural Programs Manager

Kim Manning, current Visitor & Tourism/Cultural Programs Manager, has notified me of her retirement this summer. In preparation for the recruitment of her replacement, I took this opportunity to review & update the job description on file for this position. These changes include updating the department and ensuring the responsibilities and duties are more reflective of the position.

After your review and approval of the job description, I will begin the next steps of the hiring process. If you have any questions regarding the job description, please feel free to contact me.



JOB CLASSIFICATION

Job Title	Tourism & Cultural Programs Manager	Job Code	790
Department	Community Development	Pay Band	13
FLSA Status	Exempt	Union Status	Non-Union
Prepared	2/20/2001	Adopted	
Amended	2/21/2001, 8/25/2003, 6/23/2014, 12/17/2018, 5/3/21		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Manage, plan, and coordinate the activities and operations of visitors and tourism and cultural programs and services; coordinate assigned activities with other City departments and divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Community Development Director, Visitors & Tourism and the Art & Culture Boards; foster, market, service and promote the community as a quality destination for visitors.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Development Director and policy and program direction from the Visitors and Tourism and Art & Culture Boards.

Exercises direct supervision over positions such as: Cultural Programs Supervisor, Visitors & Tourism Coordinator, Visitors and Tourism Sales & Marketing Coordinator, coordinators and office assistants.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide oversight and lead the promotion of Cedar Falls and metro area by developing and implementing a comprehensive marketing strategy for visitors and tourists and cultural programs and services.
- Lead the development and preparation of marketing materials for the visitors & tourist and cultural programs & services.



JOB CLASSIFICATION

- Meet with a variety of outside groups to market and explain programs and services; work with public to develop programs and services.
- Compose, compile, prepare, review, and distribute a variety of correspondence, reports, and documents; maintain and update files and records as needed.
- Develop programs to promote awareness of community resources within Cedar Falls.
- Study and recommend long-range goals and objectives for the Community Development Director's approval and Visitors & Tourism and Art & Culture Board consideration, adoption and approval.
- Prepare an annual budget based on anticipated revenues and expenses for the Community Development Director's approval and Visitors & Tourism and Art & Culture Board consideration.
- Hire, supervise, direct, and evaluate the work of Visitors & Tourism/Cultural Programs Division staff and volunteers in accordance with personnel policies of the City of Cedar Falls.
- Assist the Visitors & Tourism Board and Art & Cultural Board meetings in conducting monthly board meetings.
- Work cooperatively with other tourism bureaus and cultural entities.
- Serve as the staff liaison to various boards, commissions, or committees as assigned by the Community Development Director.
- Prepare and maintain visitors and tourism and cultural service statistics that document program benefits.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the tourism and cultural fields.
- Participate in the work of subordinate level staff as necessary
- Attend City Council meetings as necessary
- Perform other duties as assigned

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Knowledge of marketing principles within the tourism and cultural programs industry.



JOB CLASSIFICATION

- Modern principles and practices of cultural art services and program administration.
- Operations, services, and activities of public records management and municipal financial management, including budget preparation and administration.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Basic facility maintenance and custodial operations.
- Principles of supervision, training, and performance evaluation.
- Principles of volunteer management.
- Planning and organization techniques related to facility maintenance.
- Principles of fundraising and development.
- Modern administrative/office procedures, methods, practices, and computer equipment.
- Pertinent federal, state, and local laws, codes and regulations.
- Principles of record keeping, letter writing, and report preparation.
- Principles and practices of recording minutes for public meetings.

ABILITY TO PERFORM

- Knowledgeable about the Cedar Falls community attractions, events, and cultural opportunities.
- Interpret and explain City policies and procedures.
- Delegate authority and responsibility to staff and volunteers.
- Follow all safety rules and regulations of the City.
- Communicate clearly and concisely, both orally and in writing to inform, motivate and influence.
- Interpret and apply federal, state and local policies, laws and regulations.
- Analyze data and convert this information into workable goals for improvement.
- Establish and maintain effective working relationships with those contacted in the course of work.



JOB CLASSIFICATION

- Prepare and present clear and concise administrative reports pertaining to Visitors & Tourism/ Cultural Program Division's activities and planning.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Effectively utilize: desktop publishing, word processing and spreadsheet applications, Internet, telephone and office skills, etc.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Three years of increasingly responsible experience in public relations, visitors & tourism / cultural program management, marketing, teaching in fields listed under minimum experience, or other related fields including at least two years of administrative and supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in tourism & hospitality management, leisure services administration, event management, business administration, business management, marketing, advertising, public relations, art administration, art, art history, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact, frequent interruptions, unusual fatigue factors, and irregular work hours; occasionally subject to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, and sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions; squatting, bending, and kneeling while performing work activities; general manual dexterity required for typing for prolonged periods of time; carrying or lifting items greater than 40 pounds.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 25, 2021
SUBJECT: Property Assessments

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

Takedown Investments-Tracy Watts

3011 Jepsen Road	\$130.04	January 2021
Cedar Falls, IA 50613	<u>1.95</u>	2021 (fees)
	\$131.99	Total owed

Property address: 1022 W. 22nd St., CF
Parcel #8914-14-430-005

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

TAKEDOWN INVESTMENTS LC

TO THE ABOVE-NAMED PERSON(S):	Takedown Investments LC
PROPERTY DESCRIPTION:	1022 W. 22 nd Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-430-005
LEGAL DESCRIPTION OF PROPERTY:	Arthur P Cottons Addition Lot 3 Campus Addition Lot 30, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1022 W. 22nd Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **May 3, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1022 W. 22ND STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-005

WHEREAS, it was determined that the property located at 1022 W. 22nd Street, being legally described as Arthur P Cottons Addition Lot 3 Campus Addition Lot 30, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-005, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1022 W. 22nd Street (Parcel ID 8914-14-430-005) to be cleared, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$131.99, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

Arthur P Cottons Addition Lot 3 Campus Addition Lot 30, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-005

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

PASSED AND ADOPTED this 3rd day of May, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Item 22.

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

(319) 273-8600

DATE: 2/26/21

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CESNW	1/18/21	SNOW/ICE REMOVAL:1/8/21 PER ORDINANCE 19-185;19-4 LOCATION: 1022 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16695 CODE ENFORCEMENT	37039	2/17/21	130.04
					\$93.75
					\$36.29
GFFIN	2/26/21	FINANCE CHARGE-GEN FUND		3/29/21	1.95

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
1.95	130.04		

DUE DATE: 3/29/21

PAYMENT DUE: 131.99
TOTAL DUE: \$131.99

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/26/21 DUE DATE: 3/29/21
CUSTOMER NO: 997/216340

NAME: TAKEDOWN INVESTMENTS LC
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$131.99



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

March 1, 2021

Takedown Investments LC Tracy Watts
3011 Jepsen Road
Cedar Falls, IA 50613

Dear Takedown Investments LC Tracy Watts,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 1022 W. 22nd Street on 1/8/21 for \$130.04, as well as late fees of \$1.95 for a total amount due of \$131.99. **If no payment is received by March 15, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 22.

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

(319) 273-8600

TO: TAKEDOWN INVESTMENTS LC
TRACY WATTS
3011 JEPSEN ROAD
CEDAR FALLS, IA 50613

INVOICE NO: 37039
DATE: 1/18/21

CUSTOMER NO: 997/216340

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL:1/8/21 PER ORDINANCE 19-185;19-4 LOCATION: 1022 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16695 CODE ENFORCEMENT	130.04	130.04
			\$93.75
			\$36.29

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

TOTAL DUE: \$130.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/18/21 DUE DATE: 2/17/21
CUSTOMER NO: 997/216340

NAME: TAKEDOWN INVESTMENTS LC
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 37039
TERMS: NET 30 DAYS

AMOUNT: \$130.04

Professional Lawn Care, LLC

Dennis Lickteig
P.O. Box 1942
Waterloo, Iowa 50704
Phone (319) 233-3942
Prolawn@mchsi.com

Item 22.



Snow Removal
Salt & Sand
Parking Lots
Hauling Snow
Irrigation Repair

City of Cedar Falls Dept. of Public Works
2200 Technology Parkway
Cedar Falls, IA 50613
319-273-8629

Garden Tilling
Power Raking
Hedge Trimming
Tree Pruning
Weed Mowing
Lawn Mowing
Garden Plowing
Fall Clean up
Vacuum Leaf Raking

Date

Invoice Number 16695

1/8/2021	Clean sidewalk and salted at 2508 W. 4th .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1021 22nd. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 1022 22nd. .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2522 Walnut 1 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1936 College 1 hour @ \$125.00 hour	\$125.00
	Clean sidewalk and salted at 1928 College .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 2003 Walnut .75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 703 20nd. 75 hour @ \$125.00 hour	\$93.75
	Clean sidewalk and salted at 210 22nd. .75 hour @ \$125.00 hour	\$93.75

Thank You, We appreciate your Business

Sum of Charges	\$906.25
Tax	\$0.00
Total	\$906.25

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 1/4/2021 Case # 21-0017-SNOW

PROPERTY ADDRESS: 1022 W 22nd St
Cedar Falls, IA 50613

Tracy A Watts
3011 Jepsen Rd
Cedar falls, Iowa 50613

RE: Removal of Snow and Ice at 1022 W 22nd St, Cedar Falls, IA 50613

Dear Tracy A Watts,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

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

As per Cedar Falls City code section 11-297 property has been assessed 3 points for failure to remove snow and ice.

If the owner does not remove the snow and ice from the sidewalk with **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekwart', with a long horizontal flourish extending to the right.

Greg Rekwart
Code Enforcement Officer

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-14-430-005		Deed Holder TAKEDOWN INVESTMENTS L C	Tax Mail to Address WATTS, TRACY A 3011 JEPSEN RD CEDAR FALLS, IA 50613	
PDF No. 15	Map Area PDF 15 MR CONVERSION-CF	Contract Buyer		
Property Address 1022 W 22ND ST CEDAR FALLS, IA 50613			Current Recorded Transfer	
			Date Drawn 11/11/1997	Date Filed 12/5/1997
			Recorded Document CLD 660895	Type D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
11/11/1997	83,000	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed	11/21/2017	CF 02153	941	Windows
10/20/1980	74,000	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed	11/13/1998	600	200	Roof

ASSESSED VALUES/CREDITS

Year 2020 Values					Class M	
100% Value	Land	Dwelling	Building	Total	Acres	
	38,810	106,150	0	144,960	0	
Taxable Value	Land	Dwelling	Building	Total		
	26,197	71,651	0	97,848		

Year 2019					Class M	
100% Value	Land	Dwelling	Building	Total	Acres	
	38,810	106,150	0	144,960	0	
Taxable Value	Land	Dwelling	Building	Total		
	27,652	75,632	0	103,284		

Year 2018					Class M	
100% Value	Land	Dwelling	Building	Total	Acres	
	38,810	151,650	0	190,460	0	
Taxable Value	Land	Dwelling	Building	Total		
	29,108	113,738	0	142,846		

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	144,960	103,284	33.14094	\$3,422.93	\$3,422.00
Nocorp	0	0	24.71061	\$0.00	
	Homestead Credit	Property Tax Relief Credit	Ag Credit	Family Farm Credit	Business Property Tax Credit
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nocorp			\$0.00		

ABBREVIATED LEGAL

ARTHUR P COTTONS ADDITION LOT 3 CAMPUS ADDITION LOT 30

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	66	66	132	132	0	8712	0.2
Totals:						8712	0.2

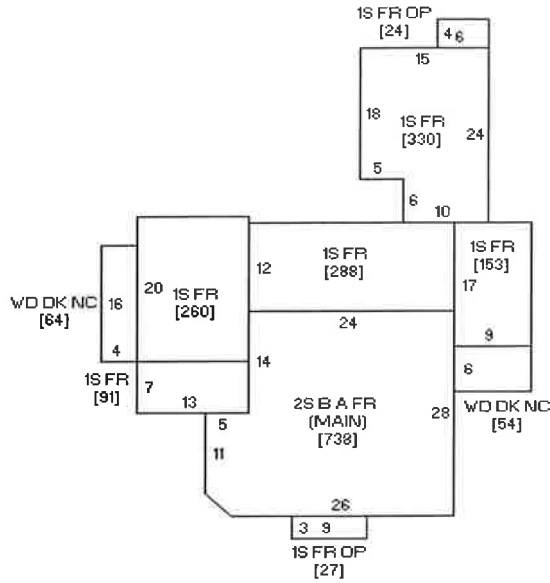
DWELLING CHARACTERISTICS

Type		Style		Total Living Area				
Four-Family Conversion		2 Story Frame		2598				
Year Built	Area	Heat		AC		Attic		
1900	738	FHA - Gas		No		Floor & Stairs		
Total Rooms Above		Total Rooms Below		Bedrooms Above		Bedrooms Below		
12		0		6		0		
Basement		Basement Finished Area		No Basement Floor				
Full		0		0				
Foundation				Flooring				
Stn, Conc, C Blk				Carp / Vinyl				
Exterior Walls				Interior Finish				
Alum				Plas / Panel				
Roof								
Asph / Gable								
Non-Base Heating	Floor/Wall	Pipeless		Handfired		Space Heaters		
0								
Additions	Year Built	Style	Area	Basement (SF)	No Basement (SF)	Heat	AC	Attic
	1900	1 Story Frame	288	0	0	FHA - Gas	No	0
	1900	1 Story Frame	91	0	0	FHA - Gas	No	0
	1940	1 Story Frame	153	0	0	FHA - Gas	No	0
	1970	1 Story Frame	260	0	0	FHA - Gas	No	0
	1970	1 Story Frame	330	0	0	FHA - Gas	No	0
Plumbing	4 Full Bath 3 Sink		<					
	Porch	Style	Area					
		1S Frame Open	24					
		1S Frame Open	27					

Entry Status: Inspected



Item 22.



Date Website Last Updated: 03/19/2021







DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 25, 2021
SUBJECT: Property Assessments

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

Rickie Cox
412 N. Ellen Street
Cedar Falls, IA 50613

\$385.26 January 2021
0.00 2021 (fees)
\$385.26 Total owed

Property address: 412 N. Ellen St., CF
Parcel #8914-11-201-007

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

RICKIE L. COX

TO THE ABOVE-NAMED PERSON(S):	Rickie L. Cox
PROPERTY DESCRIPTION:	412 N. Ellen Street, Cedar Falls, Iowa 50613 Black Hawk County Parcel #8914-11-201-007
LEGAL DESCRIPTION OF PROPERTY:	Oak Hill Addition, S 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to clean up/remove debris on the property located at 412 N. Ellen Street that was subject to nuisance abatement pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **May 3, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA IN CLEAN UP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 412 N. ELLEN STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-201-007

WHEREAS, it was determined that the property located at 412 N. Ellen Street, being legally described as Oak Hill Addition, S. 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-201-007, was in violation of City of Cedar Falls Ordinance Section 15-2 for failure to clean up/remove debris on the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 412 N. Ellen Street (Parcel ID 8914-11-201-007) to be cleaned up, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to clean up/remove debris on the above-described property, in the amount of \$385.26, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Oak Hill Addition, S. 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-201-007

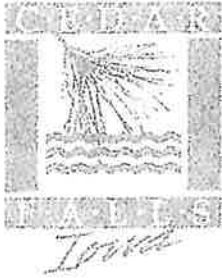
BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the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

PASSED AND ADOPTED this 3rd day of May, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

March 1, 2021

Rickie Cox
412 N. Ellen Street
Cedar Falls, IA 50613

Dear Rickie Cox,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup on 1/14/21 for \$385.26, as well as late fees of \$0.00 for a total amount due of \$385.26. **If no payment is received by March 15, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style with a large initial "A".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 23.

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

(319) 273-8600

TO: RICKIE L. COX
 412 N. ELLEN STREET
 CEDAR FALLS, IA 50613

INVOICE NO: 37046
 DATE: 1/22/21

CUSTOMER NO: 4811/4811

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP:01/14/21 PER ORDINANCE 15-2 COOLEY SANITATION INV.#116786 CODE ENFORCEMENT	385.26	385.26
			\$295.00
			\$90.26

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

TOTAL DUE: \$385.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/22/21 DUE DATE: 2/22/21
 CUSTOMER NO: 4811/4811

NAME: COX, RICKIE L.
 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 37046
 TERMS: NET 30 DAYS

AMOUNT: \$385.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

SECOND LEGAL NOTICE OF
NUISANCE TO BE ABATED: ILLEGAL STORAGE OF MATERIALS

EFFECTIVE DATE OF THIS NOTICE: 7/1/2020 Case # 20-0273-STRG
DATE OF FIRST NOTICE: 06/03/2020
PROPERTY ADDRESS: 412 N Ellen St
Cedar Falls, IA 50613

Rickie L Cox
412 N Ellen St
Cedar Falls, IA 50613

SEE INCLUDED CITATION FOR PROPERTY

You were provided with a Legal Notice of Nuisance To Be Abated on 06/17/2020. You have not complied with that notice and the violations cited below and have failed to complete the required improvements and corrections.

Clearing or disposing of: trash and debris on property, inoperable vehicle, and trailer that are being used as storage of debris and trash type items.

Sec. 11-200. - Storage and disposal of garbage.

The occupant of a dwelling shall dispose of rubbish, garbage and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or containers required by this Code. (Code 2017, § 14-169; Ord. No. 2178, § 1, 2-24-1997)

Sec. 15-2.(22-24) Nuisance defined; certain acts, conditions declared as nuisances.

22)

The following items stored in outdoor areas or in partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, roof and properly functioning doors: building materials not part of an active building project authorized by a current city building permit, abandoned, inoperable vehicles or junk vehicles (as defined in section 15-33), non-registered or unlicensed vehicles, auto parts, miscellaneous steel, plastic, rubber or metal parts or junk, tires, packing boxes, wooden pallets, tree limbs, brush piles, discarded lumber, not including neatly stacked and cut fire wood, broken or unused furniture and appliances, any upholstered or finished furniture intended for indoor usage such as couches, beds, mattresses, desks, chairs, shelving or wooden tables, other broken or unused household furnishings or equipment including carpeting, appliances and other typical household items intended for indoor usage, plastic tarps, trash bags containing leaves, debris, garbage or other items, trash and garbage not properly contained within a trash disposal container or any other discarded or miscellaneous item or items not normally required in the day to day use of the exterior area of the property, when stored continuously in excess of 48 hours on any portion of any property outside of a totally enclosed structure located on the property.

(23)

Any attractive nuisance dangerous to children in the form of abandoned vehicles, abandoned or broken

TOUR CITIZENS ARE OUR FRIENDS

equipment, including abandoned refrigerators, hazardous pools, ponds, excavations, materials, including building material, debris, or neglected machinery.

(24)

Real property maintained in such condition as it becomes so defective, unsightly, or in such condition of deterioration or disrepair that the same causes substantial depreciation of the property values of the surrounding properties or is materially detrimental to properties and improvements.

Code Section	Nature of the Violation	Comply By
IACF 15-2(19) Infestation of Vermin	You have created or are, maintaining, causing or allowing to exist conditions which are conducive to the harborage or breeding of vermin; or allowing to exist infestations of vermin, namely [rats; mice; skunks, snakes; bats; starling; pigeons; wasps; cockroaches; flies] which is a nuisance and a violation of the Cedar Falls Municipal Code.	7/15/2020

Failure to take corrective action will result in a citation for a municipal infraction in violation of Cedar Falls City Ordinance Section 15-2(22).

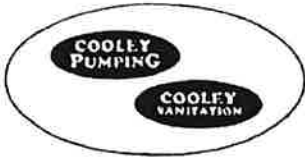
If you dispute this citation, you will be required to appear in court to defend yourself. If you are found guilty, a municipal infraction could result in a fine of \$500.00 for a first offense and a fine of **\$750.00 for a second and subsequent offense**. In addition, the court may order you or the City to remove and cleanup the illegally stored items at your expense.

Please contact me at (319) 268-5186 to discuss a schedule for correction of this nuisance no later than **7/15/2020**. If you do not comply with this final notice, you will be issued a citation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Officer Greg Rekward
Code Enforcement Officer



INVOICE

Cooley Pumping LLC
 & Cooley Sanitation LLC
 27060 250th St
 Grundy Center, IA 50638
 Tel: (319) 345-6080
 Fax: (319) 345-6081

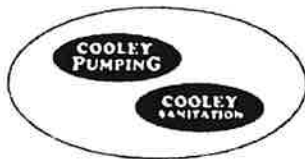
City of Cedar Falls Code Enforcement
 220 Clay St
 greg.rekward@cedarfalls.com
 Cedar Falls, IA 50613

Invoice #: 116786
 Invoice Date: Jan 14, 2021
 Page #: 1
 PO Number: Case #01071CFCICV14

Service Date	Type	Job Site Information/Description	Quantity	Amount
		(8) City of Cedar Falls 412 N Ellen St Rickie Cox Cedar Falls, IA 50613 PO Number: Case #01071CFCICV141472		
Jan 14, 2021	Labor>- Work Order 5515	**property cleanup - police on-site - clear yard of debris **utilized garbage truck, 4 men (1/2 hour each), debris taken to landfill	2.00	\$ 100.00
Jan 14, 2021	Hopper-load Pickup>- Work Order 5515		2.00	\$ 70.00
Jan 14, 2021	Machine/Equipment Charge>- Work Order 5515		1.00	\$ 125.00
	Invoice Total			\$ 295.00

INVOICE QUESTIONS EMAIL ADDRESS - deb@cooleypumping.com TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18% APR) finance charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT



Customer Name: City of Cedar Falls Code Enforcement
 Customer #: 007987 - 000008
 Invoice #: 116786
 Invoice Date: Jan 14, 2021
 PO Number:
 Invoice Total: \$ 295.00

Cooley Pumping LLC
 & Cooley Sanitation LLC
 27060 250th St
 Grundy Center, IA 50638

Please write in amount of payment enclosed

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

<p>CEDAR FALLS CITY OF</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">vs</p> <p>RICKIE LYNN COX</p> <p style="text-align: right;">Defendant</p>	<p style="text-align: center;">Case No: 01071CFCICV141472</p> <p style="text-align: center;">JUDGMENT AND ORDER TO ABATE</p>
--	--

Charge:

Cedar Falls ordinance No. 15-2 (22-24) Illegal storage of materials and debris, inoperable vehicle, trash or debris stored in open trailer and on property

Defendant failed to appear. The Court has entered a consent judgment against the Defendant.

IT IS THEREFORE ORDERED that Defendant is found guilty. The Court assesses a civil penalty of \$500.00 plus court costs.

IT IS FURTHER ORDERED that Defendant is given 30 days to pay in full.

IT IS FURTHER ORDERED that Defendant is given 20 days to abate the nuisance. If the nuisance is not corrected, the City/County has the authority to clean the property/correct the nuisance and assess costs against the property.

IT IS FURTHER ORDERED that Defendant shall keep the property in compliance with local ordinances.

DATED this 17th day of December, 2020

Copies to:
Plaintiff
Defendant



State of Iowa Courts

Case Number
CFCICV141472
Type:

Case Title
CF VS COX, RICKIE
OTHER ORDER

So Ordered

A handwritten signature in cursive script, appearing to read "Dennis W. Guernsey".

Dennis Guernsey, Magistrate
First Judicial District of Iowa

Electronically signed on 2020-12-17 16:22:20

CITATION

MUNICIPAL INFRACTION - CITY OF CEDAR FALLS ORDINANCE VIOLATION

CITATION NO. **NO 1013** DOCKET NO.

The City of Cedar Falls, Iowa vs
DEFENDANT NAME: Cox Rickie L
BIRTHDATE 12 20 48 SS# 48 258 7612
ADDRESS: 412 NEILSON
Cedar Falls Iowa 50613

The undersigned states that the Defendant did violate the Cedar Falls Code of Ordinances on or about:
06 / 03 / 2020 at 412 NEILSON () A.M. () P.M., at

Address of Violation(s): CEDAR FALLS IOWA 50613
Defendant herein did violate Section 15 2-122-24 of the Code of Ordinances of the City of Cedar Falls, Iowa, as follows:

ILLEGAL STORAGE OF MATERIALS & DEBRIS, UNAPPROPRIATE WHEELS, TRASH OR DEBRIS STORED IN OPEN TRAILER AND OR PROPERTY MUST BE REMOVED

CIVIL PENALTY AND COURT COSTS TO BE PAID AT THE TIME AND PLACE OF THE COURT APPEARANCE SHOWN ON THE CITATION. PAYMENT MUST BE MADE BY CASH OR CHECK TO IOWA DISTRICT COURT, BLACK HAWK CO. COURT HOUSE 316 E. 5TH ST., WATERLOO, IOWA 50703-4774

Defendant is forthwith directed to pay the civil penalty and to correct/cease the violation as follows:
ANY ITEMS NOT USED IN DAY TO DAY MAINTENANCE OF PROPERTY MUST BE STORED IN ENCLOSED STRUCTURE TO ANSWER THE CHARGES ON THIS CITATION, YOU MUST APPEAR IN COURT ON

12 / 17 / 2020 at 1:45 () A.M. () P.M.

IN THE BLACK HAWK COUNTY COURT HOUSE
316 E. 5TH STREET
WATERLOO, IOWA

FAILURE TO APPEAR IN COURT WITHOUT GOOD CAUSE WILL RESULT IN JUDGEMENT FOR THE CIVIL PENALTY AND COURT COSTS AND AN ORDER TO CORRECT/IABATE THE VIOLATION(S) BEING ENTERED AGAINST YOU.

The undersigned attests that the matters herein forth are true and correct.

By City Employee: Geeta Redwood Title: Clerk

Item 23.

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-11-201-007		Deed Holder COX, RICKIE L	Tax Mail to Address COX, RICKIE L 412 N ELLEN ST CEDAR FALLS, IA 50613		
PDF No. 9	Map Area SCDRFLS-11	Contract Buyer			
Property Address 412 N ELLEN ST CEDAR FALLS, IA 50613			Current Recorded Transfer		
			Date Drawn 8/31/2004	Date Filed 9/7/2004	Recorded Document 2005 006171
			Type D		

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
8/31/2004	170,000	IMPROVEMENTS AFTER JAN. 1 OF SALE YEAR, BUT PRIOR TO ACTUAL SALE DATE - PRIOR 09 / Deed	12/31/2014	CF HA 0072	0	Furnace
9/26/2003	75,100	TRANSFER TO/BY ESTATE - PRIOR 09 / Deed	8/29/2014	CF 26577	168,394	Int-Remodel
			6/15/2004	CF 3415	4,500	Bsmt Finish
			3/17/2004	CF HA 0034	0	A/C

ASSESSED VALUES/CREDITS

Year 2020 Values		Class R			
100% Value	Land 24,400	Dwelling 129,360	Building 0	Total 153,760	Acres 0
Credits	Homestead Credit Y	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit	
Taxable Value	Land 13,764	Dwelling 72,971	Building 0	Total 86,735	

Year 2019		Class R			
100% Value	Land 24,400	Dwelling 129,360	Building 0	Total 153,760	Acres 0
Credits	Homestead Credit Y	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit	
Taxable Value	Land 13,438	Dwelling 71,244	Building 0	Total 84,682	

Year 2018		Class R			
100% Value	Land 24,400	Dwelling 129,360	Building 0	Total 153,760	Acres 0
Credits	Homestead Credit Y	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit	
Taxable Value	Land 13,888	Dwelling 73,629	Building 0	Total 87,517	

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	153,760	84,682	33.14094	\$2,745.06	\$2,584.00
Nocorp	0	0	24.71061	\$0.00	

Item 23.

	Homestead Credit	Property Tax Relief Credit	Ag Credit	Family Farm Credit	Business Property Tax
Corp	\$160.73	\$0.00	\$0.00	\$0.00	\$0.00
Nocorp			\$0.00		

ABBREVIATED LEGAL

OAK HILL ADDITION S 82.5 FT LO T 21

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	83	83	132	132	0	10956	0.252
Totals:						10956	0.252

DWELLING CHARACTERISTICS

Type		Style		Total Living Area	
Single-Family / Owner Occupied		1 Story Frame		936	
Year Built	Area	Heat	AC	Attic	
1956	936	Yes	Yes	None	
Total Rooms Above		Total Rooms Below		Bedrooms Above	
5		0		3	
Basement		Basement Finished Area		No Basement Floor	
Full		650		0	
Foundation			Flooring		
C Blk			Carp / Vinyl		
Exterior Walls			Interior Finish		
Vinyl			Drwl		
Roof					
Asph / Hip					
Non-Base Heating	Floor/Wall	Pipeless	Handfired	Space Heaters	
0					
Plumbing	1 Full Bath		Deck	Style	Area
	1 Shower Stall Bath			Wood Deck-Med	210
	1 Sink				

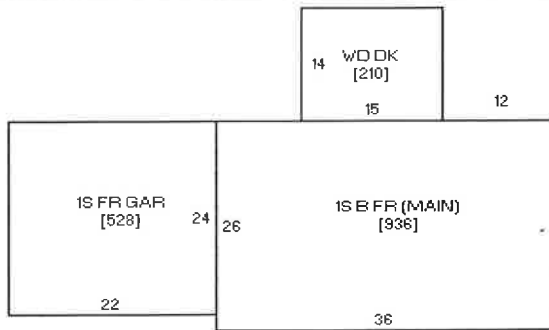
GARAGES

BASEMENT STALLS

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC	None
1956	Att Frame	0	0	528	0	None	0	0	

Entry Status: Inspected

Item 23.



Date Website Last Updated: 03/19/2021















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
DATE: April 29, 2021
SUBJECT: Amendment to Gordon Flesch Managed Content Licensing and Services Agreement

Earlier this year we requested State CDBG-CV2 funding for our Document Management Software, Laserfiche. We requested the funding because the software allows digital access to documents. It enables efficient remote work, not only for access to documents but for streamlined submittal of timesheets and other City processes. COVID-19 has pointed to many improvements needed in this area for effective remote work.

The state has agreed to our request for funding but in order to receive the funding we needed to amend our agreement with Gordon Flesch to include federal requirements for the funding. City Attorney, Kevin Rogers, has created the amendment to the original agreement and Gordon Flesch has agreed and signed.

Please see the attached amendment along with the original fully signed agreement for your reference. If you have any questions or concerns regarding this contract or purchase, please feel free to contact me at 268-5111.

Attachments:

FIRST AMENDMENT TO MANAGED CONTENT LICENSING AND SERVICES AGREEMENT

GORDON FLESCH COMPANY, INC.

This First Amendment to Managed Content Licensing and Services Agreement is made and entered into on this 3rd day of May, 2021, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and Gordon Flesch, Inc. (hereinafter "Contractor").

WHEREAS, the City and the Contractor entered into a certain Managed Content Licensing and Services Agreement dated August 12, 2020, which establishes the terms and conditions of (Laserfiche software installation and configuration) (hereinafter the "Agreement"); and

WHEREAS, certain fees for services provided by the Contractor and to be provided by the Contractor may be eligible for reimbursement to the City under the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, in order for the City to qualify for reimbursement under the CARES Act, the Agreement must be amended to incorporate required terms under federal law; and

WHEREAS, the City and the Contractor have agreed to such required terms and now wish to amend the Agreement to incorporate such required terms.

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

1. Exhibit "A" attached is hereby incorporated into the Agreement as if fully set forth therein.
2. The City and the Contractor hereby acknowledge and agree that all of the terms and conditions of the Agreement, including attachments, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Managed Content Licensing and Services Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this First Amendment to Managed Content Licensing and Services Agreement, effective as of the date first stated above.

Contractor:

Gordon Flesch, Inc.

By: Kattie Murray

Its: Kattie Murray - Manager Contracts Administration

City:

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk



EXHIBIT “A”

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- Federal Executive Order 11246, as amended by Executive Order 11375. *Provides that no one be discriminated in employment.*
- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.



MANAGED CONTENT LICENSING AND SERVICES AGREEMENT

BILLING INFORMATION			
Client	City of Cedar Falls, Iowa	Date	08-12-2020
Project Name	Laserfiche Document Management System		
Billing Contact	Julie Sorensen		
Billing Address	220 Clay Street, Cedar Falls, Iowa 50613		
Billing Email	Julie.sorensen@cedarfalls.com	Phone	(319) 273-8600
Laserfiche Subscription Software Licensing¹	Qty.	One-Time Fees	Annual Fees²
• Full Users - \$540/year each	10		\$5,400
• Participant Users - \$68/year each	60		\$4,080
GFC Professional Services		One-Time Fees	Annual Fees
As detailed in accompanying Statement of Work ¹ Not to exceed cost; client will be billed actual hours used if less.		\$13,100 ¹	
Block of 50 hours – can be used for all GFC services; hours expire 12 months from date of final project billing.		\$8,000	
GFC Support Services		One-Time Fees	Annual Fees
GFC Silver Support Plan • Unlimited Help Desk Support- 8:30 – 5:30 CST regular business days. • Software upgrades including professional services. • Access to online Laserfiche Training and Learning resources			\$1,422
Total Project Costs		\$21,100	\$10,902

¹ Software licenses are provided under the terms and conditions of the Laserfiche End User License Agreement provided as Attachment 1 to this document.

² Software license prices are valid for thirty days.

Agreement and Billing Terms

- The term of agreement is 12 months, beginning on date the software licenses are ordered. During the term of the agreement current Laserfiche license fees are valid for term of the agreement, including any additions.
- Initial year annual fees are billed as part of the project; subsequent year annual fees are billed in advance on the annual license renewal date.
- Agreement renews automatically unless client requests cancellation in writing ahead of service renewal date.
- GFC will invoice client for 50% of total project costs above, which is the sum of one-time fees and one year of annual fees, upon receipt of signed agreement; the remaining project costs, including any Change Orders that may be agreed to, will be invoiced upon delivery of Training.

GFC SUPPORT PLAN SERVICES

The GFC support plan services our outlined in Attachment 2 to this document.

ACCEPTANCE OF SERVICES AGREEMENT

The signatures below indicate acceptance of terms of this agreement by the client.


Client Authorized Signature

Robert M. Green, Mayor
Client Authorized Printed Name

9/8/2020
Date



ATTACHMENT 1

LASERFICHE END USER LICENSE AGREEMENT

This Laserfiche End User License Agreement (“EULA”) is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates (“Laserfiche,” “Licensor,” “we,” “our,” and “us”) and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, “Laserfiche Software” or “Software”), and associated Documentation (as defined below) (the Software and Documentation together, the “Laserfiche Product”). “You” and “your” and “Licensee” means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

1. **Acceptance of Terms.** THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL LASERFICHE PRODUCTS LICENSED ON AN ON-PREMISES BASIS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 18.8. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR UTILIZING THE LASERFICHE SOFTWARE (“USE”), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS EULA.
IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE NECESSARY AUTHORITY, DO NOT USE THE LASERFICHE PRODUCT. PROMPTLY RETURN THE LASERFICHE PRODUCT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.

2. **License**

2.1 **Grant of License.** For good and valuable consideration, Licensor grants you a limited, non-exclusive, non-transferable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the License Requisition (the “License”). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD.

- “License Requisition” means our invoice, our written acceptance of an Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase. The License Requisition may limit the scope of the License being granted or grant additional rights. For the avoidance of doubt, the reference hereinabove to, “Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase”, does not include, and our acceptance of any Order or any other agreement by which you acquire the License does not constitute our acceptance of, any agreement between you and Laserfiche’s authorized reseller or distributor.
- “Documentation” means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations manuals and specifications published by Laserfiche for the Software.
- “Order” means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche’s authorized reseller or distributor, shall not constitute an Order.





- 2.2 **License Scope.** Laserfiche Software may include, without limitation: (a) "**Server Software**" that provides document management services to other programs; (b) "**Client Software**" that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) "**Stand-alone Software**" that operates on a single computer; (d) "**Demonstration Software**" that is provided only for demonstration, testing and feedback purposes; (e) "**Distributed Computing Cluster Software**" that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) "**Plug-in Software Modules**" that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for "**application service provider**" purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.
3. **Evaluation License.** If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us ("**Evaluation Product**"), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.
4. **Ownership.** We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.
5. **License Restrictions.** Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "**Multiplex**" the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to





automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.

6. **Usage Limitations.** Your Use of the Software is subject to the usage limitations described at <https://www.laserfiche.com/eula/usage6.6.2018> and set forth in the License Requisition (each, a “Usage Limitation”).
7. **Subscription Software**
- 7.1 **Subscription License.** A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a “**Subscription**”, and such license, a “**Subscription License**”). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.
- 7.2 **Renewal of Subscription Term.** Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.
- 7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.
- 7.4 **Consequences of Non-Payment.** If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.
- 7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan (“**LSAP**”) during the term of the Subscription.
8. **Third Party Open Source Software.** Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.
9. **Confidentiality and Other Restrictions**
- 9.1 **Confidentiality Restrictions.** “**Laserfiche Confidential Information**” means: (a) the Laserfiche Software and Documentation; (b) Laserfiche’s source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche’s business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as “confidential” or “proprietary” or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.





- 9.2 **Additional Restrictions.** You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.
10. **Term and Termination.** This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it (i) release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).
11. **Indemnification.** YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, “Your Data”) WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche’s, its affiliates’ and authorized resellers’ employees, officers, directors, shareholders, and agents (each, an “Indemnified Party”), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney’s fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.
12. **Limited Warranty; Exclusions; Disclaimer**
- 12.1 **Limited Warranty.** THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU (“Warranty Period”), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche’s option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche’s sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will





not extend the original Warranty Period.

- 12.2 Exclusions.** Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.
- 12.3 Disclaimer.** EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

- 13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.
- 13.2 LIMITATIONS ON DAMAGES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.





- 14. Application of Limitations and Disclaimers to Consumers.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.
- 15. Basis of Bargain.** The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.
- 16. Interoperability.** To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written requested after you pay Laserfiche's licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.
- 17. Audit Rights.** During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.
- 18. Miscellaneous**
- 18.1 Waiver; Severability.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.
- 18.2 Entire Agreement and Order of Precedence.** This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA. Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.
- 18.3 Modifications to the EULA.** If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at www.laserfiche.com/eula/home. By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.
- 18.4 Limitation on Actions.** Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit





- of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.
- 18.5 **U.S. Government End Users.** Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 18.6 **Export Restrictions.** You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.
- 18.7 **Notices.** Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.
- 18.8 **Governing Law, Arbitration, Jurisdiction and Venue.** If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche "Licensor," the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.
- Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean
 Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA
 Governing Law: State of California, United States of America
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
- Country or Territory: Canada
 Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA
 Governing Law: State of California, United States of America
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
- Country or Territory: Mexico
 Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.**, Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO
 Governing Law: State of California, United States of America
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.





Country or Territory: Asia and Australia

Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG

Governing Law: Hong Kong

Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

Country or Territory: United Kingdom, European Union, and Eastern Europe

Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM

Governing Law: Laws of England and Wales

Arbitration: The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

Country or Territory: All other countries or territories

Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

- 18.9 **Legal Effect.** This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 18.10 **Assignment.** Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.
- 18.11 **Construction.** The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

* * * * *

October 2018.



ATTACHMENT 2

LASERFICHE[®] SOFTWARE ASSURANCE & SUPPORT

GFCConsulting partners with Laserfiche[®] to ensure we safeguard your organization's most important asset—*your information*. Your **Laserfiche Software Assurance & Support** is key to your organization's enterprise content management solution. Your organization receives everything you need to properly and cost-effectively maintain your **Laserfiche** system:

- Rapid-response live technical support
- Latest hotfixes, updates and patches
- New releases & upgrades
- Online support resources
- Access to learning & training resources
- Business Process Optimization consulting

Whether you choose **Silver** or **Gold**, you will receive support and training that minimizes downtime and ensures you have every resource you need to meet the technical challenges and expand your **Laserfiche** infrastructure.

	Silver	Gold
Access to Technical Support Center (phone and email) from 7:30am to 4:30pm CST Monday-Friday	Unlimited	Unlimited
GFCG response time to initial support request	8 business hours	2 business hours
Access to all software upgrades including major releases	Yes	Yes
Access to Laserfiche online learning resources (Laserfiche Support, Answers, Solutions Exchange and over 100 training videos)	Yes	Yes
Scheduled Business Process Optimization review	Yes	Yes
Access to Laserfiche technical support via web chat (exclude Avante licensing)	Yes	Yes
Preferred pricing on Laserfiche educational programs (Regional Conference and Empower)	Yes	Yes
Client-hosted Systems: Annual upgrade of Laserfiche environment by GFCG.	Yes	Yes
Cloud SaaS Systems: Two hours training provided annually.	Yes	Yes



STATEMENT OF WORK

Prepared for: City of Cedar Falls, Iowa

Laserfiche Implementation for City Records

August 11, 2020



COMMITTED TO HELPING BUSINESS RUN SMOOTHLY

GORDON FLESCH COMPANY, INC



PROJECT OVERVIEW

PROJECT SCOPE

1. Design Phase
 - a. Conduct requirements gathering process
 - b. Create final Statement of Work (SOW).
2. Installation and Configuration
 - a. Install/Configure Laserfiche 10.4.2 on server/s provided by client.
 - b. Configure up to five (5) document filing business processes:
 - c. Configure up to ten (10) full user accounts and sixty (60) participant user accounts.
 - d. Configure repository of up to 250 folders/sub-folders.
3. Training and User Acceptance Testing

PROJECT ACCEPTANCE

- All items listed in the final Statement of Work Project Scope section have been completed

PROJECT EXCLUSIONS

- This project does not include the correction of preexisting conditions whether or not discovered during the Design Phase or prior to project start. This includes, but is not limited to, computer/machine lockups, error messages, intermittent hardware or software failures, and/or poor performance.
- Installation of Laserfiche Windows Client or Laserfiche Connector for end users
- Access to Laserfiche software beyond that specified in accompanying License and Services agreement.
- Import of legacy images and associated data from current document management system.
- Anything not specifically detailed in this SOW

PROJECT CONSTRAINTS

- No project constraints identified at this time

PROJECT REQUIREMENTS OF CLIENT

- Review the System Requirements (Appendix B), and consult with GFC on the buildout of server/s
- Confirm all users that will have access to Laserfiche
- Finalize group security to be applied at the folder (record type) and subfolder (record subtype) levels
- Administration and Backup of the Laserfiche system
- Ensure Windows licenses are obtained by and licensed to Client to cover all servers recommended in this SOW.

PROJECT ASSUMPTIONS

- GFC personnel will have remote access (with prior approval) to necessary resources for installation during normal business hours and will be notified in advance by Customer of any high security and/or hazardous areas. Access includes, but is not limited to, servers, domains, and workstations necessary for this project installation.
- Customer has performed complete backups on all systems prior to beginning work. GFC strongly recommends that all computer workstation and server data is backed up prior to GFC coming onsite to ensure Customer data integrity is not compromised during site visits or during installation of hardware, software, or updates to software.
- All of Customer's computer workstations and software are up-to-date and in good working condition. If any changes are made to a computer workstation or server after GFC makes the necessary adjustments, it is the Customer's



responsibility to make those adjustments again. These adjustments can be provided by GFC; however, if GFC provides such adjustments, those services will be billed to the Customer at GFC's then current hourly service rate (currently \$ 225.00/hour).

- The Customer's designated resources (as hereinafter defined) must be available to the GFC Business Analyst(s), Project Engineer(s) and/or its designated subcontractor(s) during the phases of the installation and training specified herein.
- Software installations often require(s) rebooting of Customer's servers. The Customer is prepared for these necessary reboots. If the reboots substantially interfere with Customer's business, the rebooting may be scheduled after business hours.
- The Customer's Project Coordinator (someone who has the authority to make decisions related to changes in the installation and training) must be available to GFC and/or its designated subcontractor(s) during all phases of the installation and training specified herein. GFC will obtain authorization to use subcontractors prior to utilization. Such authorization shall not be unreasonably withheld, delayed or conditioned.
- In the event work on the project is not be completed in accordance with the proposed schedule due to unavailability of the Customer's resources or due to an inability to perform required work (including but not limited to system reboots), additional labor costs may, at GFC's option, be billed to the customer at its current hourly onsite rate. The service rate on the date hereof is \$225.00 per hour. If the GFC Business Analysts, Project Engineer(s) and/or its designated subcontractor(s) will not be available for installation or training at the scheduled time, every reasonable effort will be made to provide the Customer with at least 24 hours prior notice and in any event GFC will provide Customer with at least 8 hours' notice for any rescheduled installation or training.
- All software supplied by the Customer for the project is properly licensed to the Customer and not in default under the terms of any such software licenses. All hardware supplied by the Customer for the project is in good working condition.
- Customer is responsible for creating, configuring, and maintaining back-ups of their Laserfiche solution server(s) and database(s). GFC will provide, at the customer's request, Laserfiche's documentation on best practices on backing-up the Laserfiche environment.

SYSTEM REQUIREMENTS

SERVER HARDWARE REQUIREMENTS

Client is responsible for providing the server equipment pre-configured, in good working condition, and with the minimal system requirements outlined in Appendix B of this SOW. GFC requires that the installation of servers be completed and tested prior to the installation of Laserfiche.

MFD/SCANNER HARDWARE REQUIREMENTS

Client will continue to use the currently connected MFD/scanner equipment provided by GFC.



PROJECT DELIVERABLES

PROJECT MANAGEMENT

The GFC project management methodology works with the Customer to plan and configure the desired design and implementation. The GFC Project Manager will work with all parties and resources to coordinate the numerous tasks to be completed during design and implementation. The project manager will assist with the definition of requirements, identification of tasks, manage issues, and schedule the implementation of products and/or services.

NAMED USER ACCOUNTS AND SECURITY

The GFC Business Analyst and Project Engineer team will work with Client to define up to ten (10) full and sixty (60) participant users that will have access to the system. Once the users have been identified, A GFC Project Engineer will create the accounts within Laserfiche using Active Directory username and passwords.

BUSINESS FUNCTIONAL REQUIREMENTS

Laserfiche software enables the following functionalities, though configuration of all is not part of this initial project scope.

Intake variety of content types from a variety of content sources (scanning, faxing, emailing, applications, bulk imports, etc.).
Index content upon arrival into content repository from a variety of sources.
Browse and search content based on meta data and text searches using Mac or PC.
Results of text search should show partial documents in the result and allow for cntrl-F functionality inside the document.
Wildcard searched must be allowed
Create and save user-defined search templates.
Link to content in repository via URLs for communication or distribution.
Must be able to logically if not physically separate all police documents from other documents, using the same instance of the software
Track content events (read, write, delete, etc.) and report for compliance and audit purposes.
Easily track paper copies of digitized content objects (e.g. receipts).
Perform cross-departmental automated processing and workflows.
Integration with MS Office and Outlook
Allow centralized governance, retention, and destruction policies for archived content at folder and document level.
Allow records managers to override or modify policies or schedules on case-by-case basis.
Generate disposition workflows.
Enact legal holds, fulfill eDiscovery requests, and produce defensible disposal audit trails (i.e. deleted content).



Create task-based ad hoc workflows.
Must have the capability to integrate with our existing software, by pulling up related documents based on information on a screen.
Integrate with existing software where based on information on screen the document management system knows what index to scan the document into.
Integrate with software to directly store content in document storage solution (bypassing need for F: Drive storage in certain cases).
Security available at the user and group of users
Security applied at document and folder levels

FOLDER STRUCTURE

To be determined in the Design Phase, up to 250 folders or subfolders. Departments as outlined in the client RFP included:

- City council and boards and commissioner agenda, packets and minutes
- Police records
- Financials
- Human resources
- Licenses and permits
- Plats and plans

METADATA MANAGEMENT

Based on information specified in the Design Phase, a GFC Project Engineer will create and configure up to ten (10) templates and up to eighty (80) corresponding fields, which will be used for entry naming/routing, search/retrieval, etc.

BUSINESS PROCESSES

A GFC Project Engineer will configure five (5) business processes within Laserfiche, to be identified in the requirements gathering process of the Design Phase. Each workflow may utilize multiple Laserfiche modules. Additionally, some workflows will require further access to external applications or data sources.

MFD/SCANNER CONFIGURATION

Requirements to be determined in Design Phase; up to twenty-one devices included.

TRAINING

	Laserfiche Resources	Administrator Training	Power User Training	End User Training
Level 3	Included	2 Hours (Remote)	2 Hours onsite (includes Analyst)	2 Hours onsite 2 Hours Post-cutover onsite

Laserfiche Resources

- Online Video Gallery
- Quick Start Guide
- Business Process Guide



- o GFC will provide Client a training guide for each business process configured within the system. This training guide will provide users with information on logging into Laserfiche, processing documents through the system, and core system functionality. It will be given to power users prior to the User Acceptance Testing period.

Administrator Training

GFC will provide Client up to two (2) total hours of administrator training and is recommended for Information Technology personnel within the Client organization. Topics include:

- Overview of Laserfiche Server
- Laserfiche Security Configured
- Laserfiche Client Overview
- Overview of Laserfiche Workflow Modules
- Laserfiche Workflows Configured
- Overview of Laserfiche Modules Purchased
- Backing-up of Laserfiche Environment

Power User Training

GFC will provide Client up to two (2) total hours of training on the business process configured within the system prior to the User Acceptance Testing period. The training is recommended for functional / process leads. These individuals will conduct "Train the Trainer" sessions for all remaining users.

End User Training

GFC will provide Client two onsite sessions. (1) Two hours of training for users focused on how they use the system. This can be onsite or remote, based on client requirements; (2) Two-hour additional training, planned for approximately thirty days after project closure, focused on needs at that time.

PROJECT MANAGEMENT PLAN

ESTIMATED PROJECT TIMELINES

	Description	Est. Time (days/stage)
Design Phase	Requirement gathering work and meeting with client to create the Statement of Work. GFC will create detailed framework and specific configurations for the final solution.	30-40
Implementation Phase	Installation and configuration of the Laserfiche software for implementation, testing and delivery of a working solution.	30-40
Training and UAT	Training and user testing as specified in the Statement of Work.	5-7

USER ACCEPTANCE TESTING

Upon completion of Power User Training, Client has a period of five (5) business days for User Acceptance Testing (UAT). During this time, Client power users are expected to perform the core functions presented as part of training in a timely and disciplined manner, document any issues, and communicate them to the GFC Project Manager. GFC will immediately work to resolve those issues related to Statement of Work (SOW) functionalities. For issues communicated that are outside the SOW scope, the GFC Project Manager will document for subsequent, post-project discussions with Client.



PROJECT ACCEPTANCE AND CLOSURE

Upon completion of User Acceptance Testing (UAT), Client will be sent a Project Acceptance Form to sign and return. This form will detail project deliverables completed and note any deliverables that are to be completed by GFC within the next thirty (30) days. Signature and return of the form will activate GFC Support Plan Help Desk services for Client. Acknowledgement of Project Acceptance terms can also be approved via email reply.

ACCEPTANCE OF STATEMENT OF WORK

By signing below, I confirm the accuracy of the description of this project, as specified throughout the document, and acknowledge that I have read and understand this Statement of Work and agree to its terms.

City of Cedar Falls, Iowa

Robert M. Green

By: Name

[Handwritten Signature]

Signature

Mayor

Title

9/8/2020

Date

Gordon Flesch Company, Inc.

Bill DERMODY

By: Name

[Handwritten Signature]

Signature

MANAGER OF CONTENT SERVICES

Title

9/18/2020

Date



APPENDIX A: PROJECT CHANGE REQUEST FORM SAMPLE

CUSTOMER & PROJECT INFORMATION			
Customer Name		Change Request Date	
Project Name		Change Request Number	

Note: Upon approval, the solution outlined below will be provided in accordance with the terms and conditions set forth in the original Statement of Work (SOW) and imageCARE Master Agreement, between Gordon Flesch Company and the client.

CATEGORY OF CHANGE		
<input type="checkbox"/> Scope	<input type="checkbox"/> Schedule	<input type="checkbox"/> Business Process
<input type="checkbox"/> Cost	<input type="checkbox"/> Requirements	<input type="checkbox"/> Documents

REQUESTOR INFORMATION		
Name	E-Mail Address	Phone Number

CHANGE DESCRIPTION

IMPACT OF CHANGE					
Scope	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify	Schedule	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify
	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact		<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact
Cost	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify	Requirements	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify
	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact		<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact

Cost (\$): _____ \$ x,xxx.xx

CHANGE AUTHORIZATION

The signatures below indicate acceptance of the requested Project Change. GFC is authorized to begin work on the Project Change identified above.

GFC Project Manager Signature

By: GFC Project Manager

Date

Customer Authorized Signature

By: Name of Authorized Representative of Customer

Date



APPENDIX B: SYSTEM REQUIREMENTS

Laserfiche is a server-based solution that requires component software. Depending on system configuration, multiple servers may be required to make more efficient use of all available server resources. **It is the responsibility of the customer to provide the required server(s), as well as the server licenses required.** If needed, please consult with a Project Engineer to validate configuration prior to building servers. For information on designing a backup and recovery plan, [click here](#).

The Laserfiche Application server must be dedicated and have the originally installed operating system, not an upgrade from a previous version of Windows. If the server is being re-purposed e.g. domain controller or application server, then the operating system must be re-installed to eliminate any legacy configuration.

Installation of the Laserfiche Application server on client operating systems are not supported and Domain Controllers are not recommended.

LASERFICHE SERVER

Recommended requirements for the Application Server, assuming the server is managing the core application. Specifications may need to be adjusted based on the configuration of the system and system performance. For additional information on Laserfiche 10.4.1, [click here](#).

Specification	Description
Operating System	Windows Server 2008 or later, x64 editions only <i>If Full-Text Indexing and Search Service will be installed on the same computer, then Windows Server 2008 R2 requires Service Pack 1 to be installed.</i>
CPU	Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 1.8 GHz); a 64-bit CPU is required. <i>If Full-Text Indexing and Search Service will be installed on the same computer, then a quad core CPU is recommended.</i>
Virtual Cores	1 to 100 users: 4 cores 101 to 200 users: 8 cores
Memory	*1 to 24 users: 4 GB RAM 25 to 100 users: 16 GB RAM 101 to 200 users: 32 GB RAM *If Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, then 8 GB of RAM is recommended.



LASERFICHE WORKFLOW

For additional information on Workflow 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	9 or higher
Operating System	Windows Server 2008 (Service Pack 2), Windows Server 2008 R2 (Service Pack 1), *Windows Server 2012, *Windows Server 2012 R2, Windows Server 2016, Windows Server 2019 *.NET Framework 4.5, 4.6, or 4.7 required
Database	SQL Server 2008, SQL Server 2008 R2, SQL Server 2012, SQL Server 2014, SQL Server 2016, SQL Server 2017, SQL Server 2019
Virtual Cores	2, 4, 6, or 8-core CPU, based on need. More CPU cores allow more workflows to run simultaneously.
Memory	4GB RAM or higher

LASERFICHE DATABASE SERVER

Specification	Description
Database	Microsoft SQL Server 2008 (Service Pack 1), Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012, Microsoft SQL Server 2014, Microsoft SQL Server 2016. For Microsoft SQL Server requirements, see Microsoft's SQL Server home page .
Virtual Cores	1 to 100 users: 4 cores 101 to 200 users: 8-16 cores
Memory	1 to 24 users: 4 GB RAM 25 to 100 users: 32 GB RAM 101 to 200 users: 64 GB RAM



LASERFICHE FORMS

For additional information on Forms 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	9 or higher
Operating System	Windows Server 2008 (SP 2+), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019
Database	Microsoft SQL Server 2008, Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012, Microsoft SQL Server 2014, Microsoft SQL Server 2016, Microsoft SQL Server 2017, Microsoft SQL Server 2019
Virtual Cores	4+
Memory	8 GB RAM
Internet Information Services (IIS)	IIS 7 (Windows 7, Windows Server 2008), IIS 7.5 (Windows 7, Windows Server 2008 R2), IIS 8 (Windows 8, Windows Server 2012), IIS 8.5 (Windows 8.1, Windows Server 2012 R2), IIS 10 ASP.NET 4.x must be enabled
User Client Workstation	<ul style="list-style-type: none"> - Users can fill out forms that start a process in Chrome (latest version), Safari(Mac only), Firefox (latest version), Internet Explorer 11 and later, Edge, Opera. - The Laserfiche Forms Inbox, Form Designer, Process Designer, Administrative pages, etc. must be viewed in Internet Explorer 11, Edge, Firefox (latest version), or Chrome (latest version). - Laserfiche Forms also supports mobile browsing (Chrome, Firefox, and Safari recommended).



LASERFICHE WEB ACCESS

For additional information on Web Access 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	10.4 or higher
Operating System	Windows Server 2008 or later, x64 only
CPU	2.8 GHz or faster processor
Virtual Cores	1 to 75 users: 4 cores 76 to 150 users: 8 cores 151 to 250 users: 16 cores
Memory	8 GB RAM
Internet Information Services (IIS)	IIS 7 (Windows Vista or Windows Server 2008), IIS 7.5 (Windows 7 or Windows Server 2008 R2), IIS 8 (Windows 8, Windows Server 2012), IIS 8.5 (Windows 8.1, Windows Server 2012 R2), IIS 10 (Windows 10, Windows Server 2016)
User Client Workstation	Internet Explorer 11 or later, Microsoft Edge, Firefox, Safari for iOS, and Chrome

LASERFICHE DIRECTORY SERVER (LFDS)

Directory Server is required if Laserfiche Rio is implemented within a multi Laserfiche environment e.g. development, testing, and production. For additional detail on LFDS 10.4.2, [click here](#).

Specification	Description
Operating System	LFDS is only supported on 64-bit versions of Microsoft Windows: Windows Server 2008 R2 Service Pack 1, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019
Database	Microsoft SQL Server 2008 (Service Pack 3), Microsoft SQL Server 2008 R2 (Service Pack 2), Microsoft SQL Server 2012 (Service Pack 2), Microsoft SQL Server 2014, Microsoft SQL Server 2016, Microsoft SQL Server 2017, Microsoft SQL Server 2019
Windows Components	.Net Framework 4.7.2 or later, IIS 7.5 or later, HTTPS
CPU	Dual-core processor
Memory	2 GB RAM



LASERFICHE IMPORT AGENT

For additional information on Import Agent 10.3.1, [click here](#).

Specification	Description
Laserfiche Application Server	10.2 or higher
Operating System	Windows Server 2008 R2 (Service Pack 1), Windows Server 2012, Windows Server 2016, Windows 7 (Service Pack 1), Windows 8, Windows 10
CPU	Quad-core 2.8 GHz processor or faster
Memory	2+ GB RAM

LASERFICHE WINDOWS CLIENT

For installation instructions, [click here](#).

Specification	Description
Operating System	Microsoft Windows 7, Microsoft Windows 8, Microsoft Windows 8.1, or Microsoft Windows 10
CPU	Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 2.8 GHz)
Memory	4 GB RAM
Microsoft Office Integration	Microsoft Office 2007 (32-bit only), Microsoft Office 2010 (32-bit and 64-bit), Microsoft Office 2013 (32-bit and 64-bit), Microsoft Office 2016 (32-bit and 64-bit)

LASERFICHE CONNECTOR

For additional information on Connector 10.3, [click here](#). For installation instructions, [click here](#).

Specification	Description
Operating System	Windows Server 2008 (SP 2+) and later, or Windows Vista (SP2+) and later
CPU	2.93GHz or faster processor
Memory	4 GB RAM

**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: Benjamin Claypool, Civil Engineer II, PhD, EI

DATE: April 29, 2021

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Community Bank & Trust, 312 W 1st Street, Cedar Falls, IA

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 Community Bank & Trust, 312 W 1st Street, Cedar Falls, IA 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, PE, City Engineer

Prepared by: (Ben Claypool, Civil Engineer II, City of Cedar Falls)

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **(Community Bank & Trust)**, (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the ____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Benefited Property”); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City’s Code of Ordinances (hereinafter “Plan”) has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner’s land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City’s Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner’s cost storm water management facilities in compliance with Section 24-341 of the City’s Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter “Facilities”).
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): Stacey Bentley
Printed Name & Title: Stacey Bentley, Pres/CEO

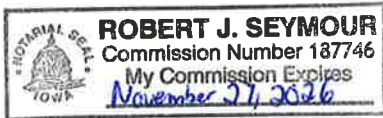
STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 15th day of April

, 2021 by Stacey Bentley (Printed Name) as President/CEO (Title) of

(Community Bank & Trust).

Robert J. Seymour
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2021 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Legal Description

ORIGINAL PLAT CEDAR FALLS LOTS 1,2,3 AND 4 BLK 17 AND EASE A ND ALL THAT PART ALLEY IN BLK 17 EXC NLY
10 FT SAID ALLEY AN D EXC THAT PART LOT 1 FOR HWY B 593 P 65

Exhibit B
Stormwater Management Facilities

SITE SPECIFIC DATA		DSBB PERFORMANCE DATA						
PROJECT NUMBER	10553	TREATMENT FLOW RATE (CFS)	3.60					
PROJECT NAME	COMMUNITY BANK & TRUST	FULL CAPTURE TRASH FLOW RATE (CFS)	N/A					
PROJECT LOCATION	CEDAR FALLS, IA	SETTLING AREA (SF)	50.0					
STRUCTURE ID	PROP BIO CLEAN DSBB	LOADING RATE (GPM/SF)	32.31					
TREATMENT REQUIRED		SCREEN SYSTEM STORAGE CAPACITY (CF)	34.00					
WATER QUALITY FLOW RATE (CFS)	3.60	SEDIMENT STORAGE CAPACITY (CF)	140.10					
FULL CAPTURE TRASH FLOW RATE (CFS)	N/A	80% TSS REMOVAL						
PEAK FLOW RATE (CFS)	TBD	DSBB STORAGE CAPACITIES						
PEAK STORM DURATION (YEARS)	TBD	CAGE SCREEN CAPACITY						
PIPE & ELEVATION DATA		LENGTH (FT)	WIDTH (FT)	HEIGHT (FT)	TOTAL (CF)			
PIPE DATA	I.E.	MATERIAL	DIAMETER					
INLET PIPE	858.65	RCP	18"	SCREEN 1	5.38	1.58	2.00	17.00
OUTLET PIPE	858.65	RCP	18"	SCREEN 2	5.38	1.58	2.00	17.00
RIM ELEVATION	863.40	LOADING & SOIL DATA		SEDIMENT CHAMBER CAPACITY				
SURFACE LOADING		PEDESTRIAN		CHAMBER 1	3.13	5.00	3.00	46.95
PREMISE & COVER	(1) #30 (1) 4' X 4' HATCH			CHAMBER 2	3.04	5.00	3.00	45.60
CORROSIVE SOIL CONDITIONS	N/A			CHAMBER 3	3.17	5.00	3.00	47.55
GROUNDWATER ELEVATION	N/A							
NOTES: PRELIMINARY, NOT FOR CONSTRUCTION.								

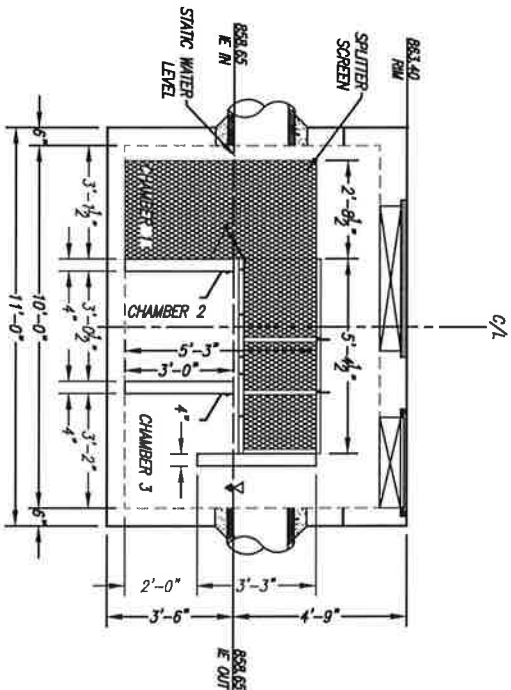
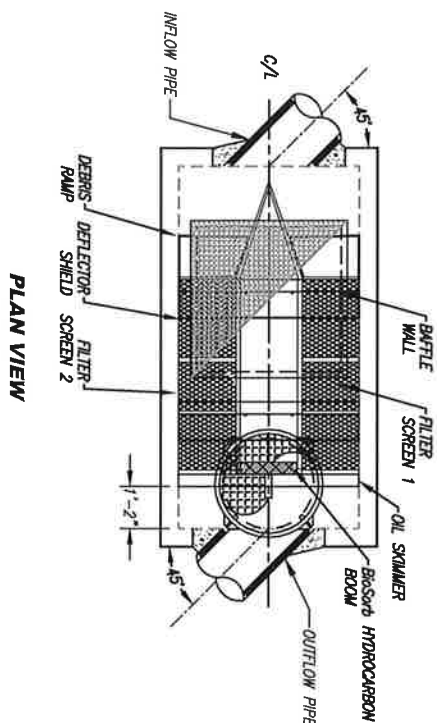
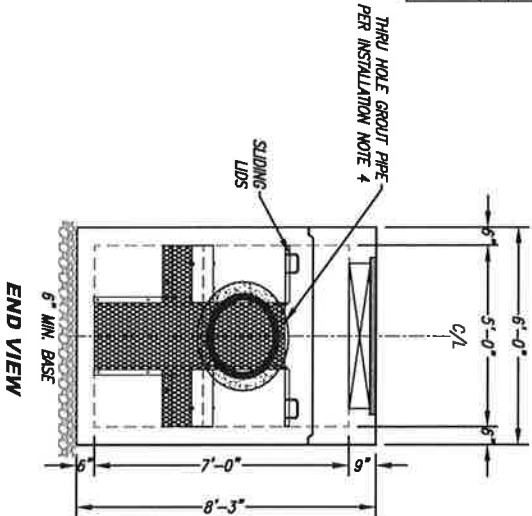
GENERAL NOTES

1. BIO CLEAN TO PROVIDE ALL MATERIALS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS, ELEVATIONS, SPECIFICATIONS, AND CAPACITIES ARE SUBJECT TO CHANGE. FOR PROJECT SPECIFIC DRAWINGS DETAILING EXACT DIMENSIONS, WEIGHTS, AND ACCESSORIES PLEASE CONTACT BIO CLEAN.
3. MANHOLES AND ALTERNATIVE HATCHES AVAILABLE UPON REQUEST.

INSTALLATION NOTES

1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE DEBRIS SEPARATING BATTLE BOX UNIT AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURER'S CONTRACT.
2. MANUFACTURER RECOMMENDS A 6"-12" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT ENGINEER'S RECOMMENDED BASE SPECIFICATIONS.
3. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE. (PIPES CANNOT INTRUDE BEYOND FLUSH.)
4. ALL GAPS AROUND PIPES SHALL BE SEALED WATER/TIGHT WITH A NON-SHRINK GROUT PER MANUFACTURER'S STANDARD CONNECTION DETAIL AND SHALL MEET OR EXCEED REGIONAL PIPE CONNECTION STANDARDS.
5. CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL RISERS, MANHOLES, AND HATCHES. ALL COVERS SHALL BE SHIPPED LOOSE. CONTRACTOR TO GROUT ALL MANHOLES AND HATCHES TO MATCH FINISHED SURFACE UNLESS SPECIFIED OTHERWISE.

SCREEN	LENGTH (FT)	WIDTH (FT)	HEIGHT (FT)	TOTAL (CF)
SCREEN 1	5.38	1.58	2.00	17.00
SCREEN 2	5.38	1.58	2.00	17.00
SEDIMENT CHAMBER CAPACITY				
CHAMBER 1	3.13	5.00	3.00	46.95
CHAMBER 2	3.04	5.00	3.00	45.60
CHAMBER 3	3.17	5.00	3.00	47.55



PROPRIETARY AND CONFIDENTIAL. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIOCLEAN, A FORTERRA COMPANY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIOCLEAN, A FORTERRA COMPANY IS PROHIBITED.

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DSBB-5-10-84
DUAL STAGE HYDRODYNAMIC SEPARATOR
STANDARD DETAIL

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

The BioClean DSBB filtering manhole structure ("structure") shall be inspected quarterly.

The structure shall be cleaned when the sediment has accumulated to a depth of two feet in the treatment chamber.

Cleaning of the structure should be done during dry weather conditions when no flow is entering the system.

Cleaning of the structure should be accomplished with a vacuum truck by removing the manhole cover and inserting the vacuum hose into the sump.

Disposal of all material removed from the structure shall be done in accordance with local regulations.

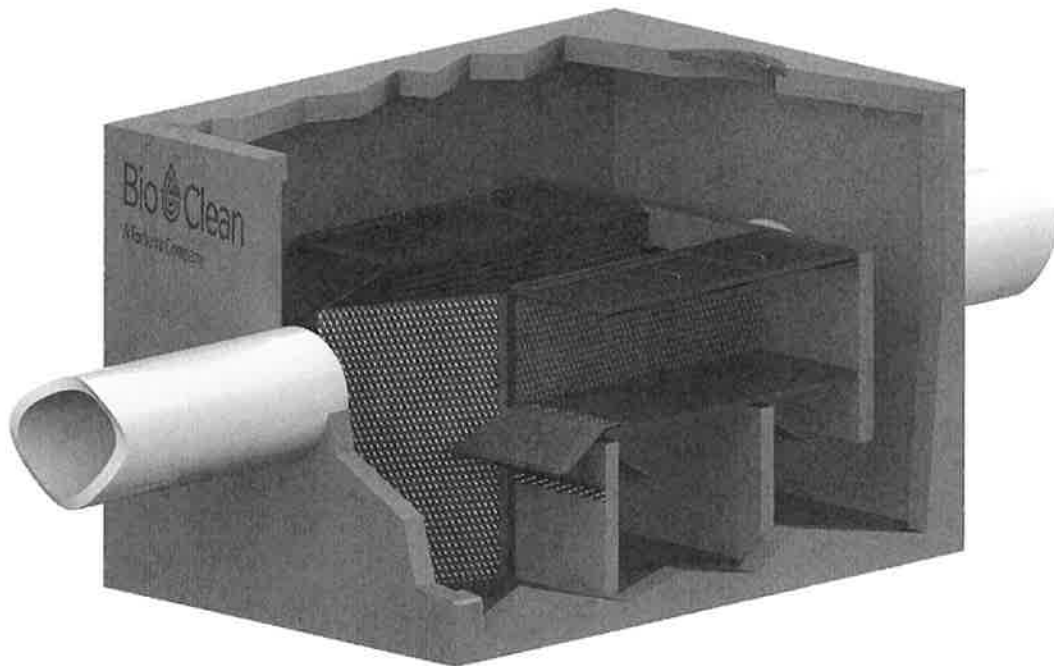
Install and operate the system in accordance with all applicable manufacturer performance and maintenance recommendations.

DUAL STAGE

Hydrodynamic Separator (DSBB)

Bio Clean
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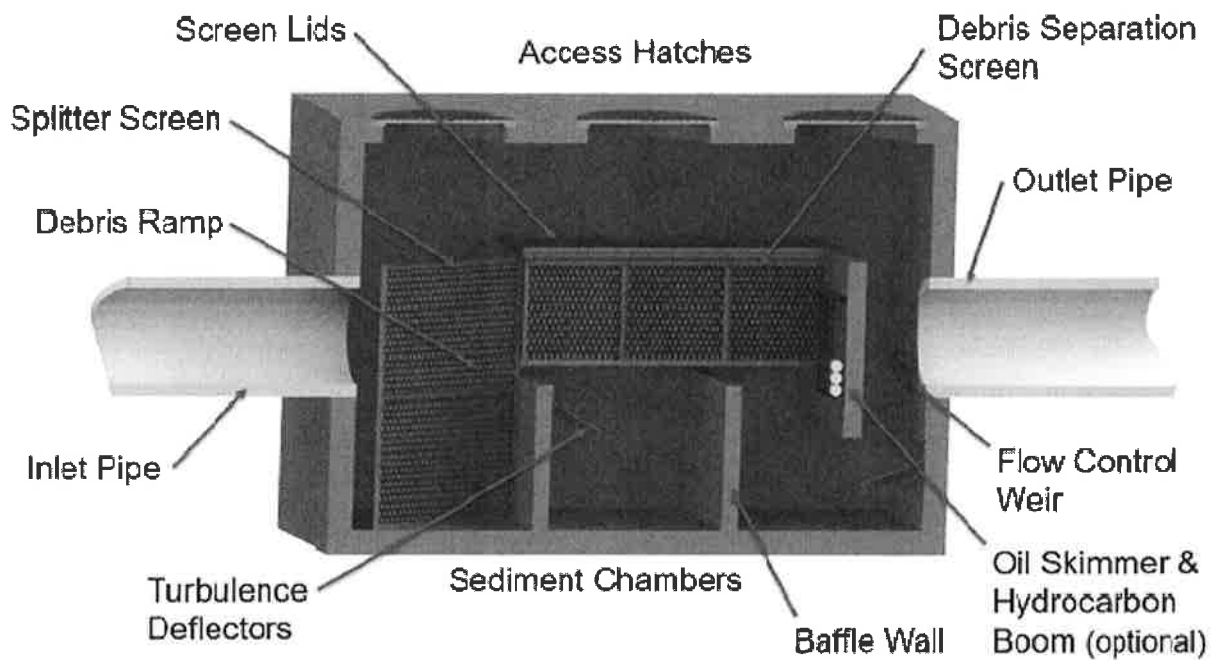
OPERATION & MAINTENANCE



OPERATION & MAINTENANCE

The Debris Separating Baffle Box (DSBB), a stormwater dual-stage Hydrodynamic Separator is designed to remove high levels of trash, debris, sediments and hydrocarbons (optional). The innovative screening system directs floatable trash, debris, and organics into raised filtration screens for dry state storage which prevents septic conditions, odor, nutrient leaching and allows for easy removal. The raised filtration screens are assisted by a non-clogging inlet splitting screen which directs flows to the filtration screens while maintaining high treatment flow rates. The DSBB is able to effectively capture and store sediment with no maintenance or loss of treatment capacity for several years based on annual average loading in most regions.

Yet, as with all stormwater BMPs, inspection and maintenance on the DSBB Hydrodynamic Separator is necessary. Stormwater regulations require that all BMPs be inspected and maintained to ensure they are operating as designed to allow for effective pollutant removal and provide protection to receiving water bodies. It is recommended that inspections be performed multiple times during the first year to assess site-specific loading conditions. This is recommended because pollutant loading can vary greatly from site to site. Variables such as nearby soil erosion or construction sites, winter sanding of roads, amount of daily traffic and land use can increase pollutant loading on the system. The first year of inspections can be used to set inspection and maintenance intervals for subsequent years. Without appropriate maintenance a BMP can exceed its storage capacity which can negatively affect its continued performance in removing and retaining captured pollutants.



System Diagram:

Inspection Equipment

Following is a list of equipment to allow for simple and effective inspection of the DSBB Separator:

- Bio Clean Environmental Inspection Form (contained within this manual).
- Flashlight.
- Manhole hook or appropriate tools to remove access hatches and covers.
- Appropriate traffic control signage and procedures.
- Measuring pole and/or tape measure.
- Protective clothing and eye protection.
- Note: entering a confined space requires appropriate safety and certification. It is generally not required for routine inspections or maintenance of the system.



Inspection Steps

The core to any successful stormwater BMP maintenance program is routine inspections. The inspection steps required on the DSBB are quick and easy. As mentioned above the first year should be seen as the maintenance interval establishment phase. During the first year more frequent inspections should occur in order to gather loading data and maintenance requirements for that specific site. This information can be used to establish a base for long-term inspection and maintenance interval requirements.

The DSBB Separator can be inspected through visual observation without entry into the system. All necessary pre-inspection steps must be carried out before inspection occurs, especially traffic control and other safety measures to protect the inspector and nearby pedestrians from any dangers associated with an open access hatch or manhole. Once these access covers have been safely opened the inspection process can proceed:

- Prepare the inspection form by writing in the necessary information including project name, location, date & time, unit number and other info (see inspection form).
- Observe the inside of the system through the access hatches. If minimal light is available and vision into the unit is impaired utilize a flashlight to see inside the system.
- Look for any out of the ordinary obstructions in the inflow pipe, sediment chambers, filtration screens, splitter screen, or outflow pipe. Write down any observations on the inspection form.

- Through observation and/or digital photographs estimate the amount of floatable debris accumulated inside the filtration screens. Record this information on the inspection form. Check both the right and left filtration screens if applicable.
- Utilizing a tape measure or measuring stick estimate the amount of sediment accumulated in each of the three sediment chambers. Record this depth on the inspection form.
- Observe the condition and color of the hydrocarbon booms and any floating oils in front of the boom cage. Record this information on the inspection form.
- Finalize inspection report for analysis by the maintenance manager to determine if maintenance is required.

Maintenance Indicators

Based upon observations made during inspection, maintenance of the system may be required based on the following indicators:

- Missing or damaged internal components.
- Obstructions in the system or its inlet or outlet.
- Excessive accumulation of floatable trash, debris and foliage in the filtration screens in which the length and width of the chambers screens is more than half full and/or flow into the screens is fully impeded by these debris. Large items blocking the entrance.
- Excessive accumulation of sediment in any of the three separation chambers is more than half-full (18" to 27" depending on the model size). See chart below:

Model	Sediment Chamber				Screen Basket Dimensions				Hydrocarbon Boom Cage		
	ID Length (in)	ID Width (in)	Sediment Chamber Depth (in)	Sediment Chamber Capacity at 50% Full (cu ft)	Screen Basket Quantity	Screen Basket Width (in)	Screen Basket Height (in)	Screen Basket Capacity (cu ft)	Cage Height (in)	Cage Width (in)	Booms
2.5-4	48	30	36	14.8	2	9	12	3.3	9	5	1
3-6	72	36	36	26.8	2	11	18	9.0	15	7	1
4-6	72	48	36	35.8	2	15	18	12.3	15	11	1
4-8	96	48	36	47.8	2	15	24	22.0	21	11	2
5-10	120	60	36	70.0	2	19	24	34.0	21	15	2
6-12	144	72	36	102.0	2	22	24	47.4	21	21	2
8-12	144	96	36	136.0	2	30	27	72.7	24	29	2
8-14	168	96	36	160.0	2	30	27	84.4	24	29	2
10-14	168	120	36	200.0	2	38	27	106.9	24	37	2
11-16	192	132	45	309.4	2	40	33	160.4	30	45	3
11-24	288	132	54	569.3	2	40	36	263.3	33	45	3
11-34	408	132	54	816.8	2	40	36	373.3	33	45	3

Maintenance Equipment

It is recommended that a vacuum truck be utilized to minimize the time required to maintain the DSBB Separator:

- Bio Clean Environmental Maintenance Form (contained in O&M Manual).
- Flashlight.
- Manhole hook or appropriate tools to access hatches and covers.
- Appropriate traffic control signage and procedures.
- Protective clothing and eye protection.
- Note: entering a confined space requires appropriate safety and certification. It is generally not required for routine maintenance of the system. Exception is deeper units entry may be required to open filtration screen lids and replace hydrocarbon booms (optional).
- Vacuum truck (with pressure washer attachment preferred).

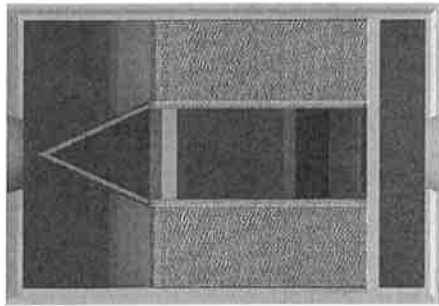
Maintenance Procedures

It is recommended that maintenance occurs at least three days after the most recent rain event to allow for drain down from any associated upstream detention systems. Maintaining the system while flows are still entering it will increase the time and complexity required for maintenance. Debris captured in the filtration screens requires time to dry out which decreases time to remove and associated weight. Cleaning of the filtration screens and sediment chambers can be performed from finish surface without entry into the vault utilizing a vacuum truck on most installations. Depth and configuration of the installation may create conditions which would require entry for some or all of the maintenance procedures. Configuration and size of access hatches also effects the conditions in which entry may be required. Once all safety measures have been set up cleaning of the filtration screens, hydrocarbon boom(s) (optional) and/or sediment chambers can proceed as followed:

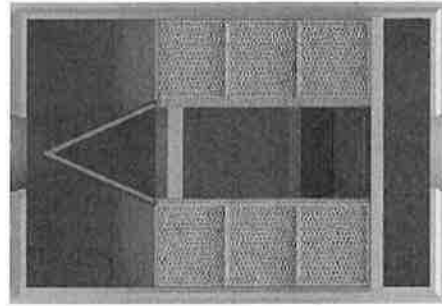
- Remove all access hatches (requires traffic control and safety measures to be completed prior).
- Locate the right and left filtration screens. Manhole or hatch access will be provided to each of these screens. As highlighted below. Depending on the configuration of the DSBB the filtration screens may or may not have sliding lids depending on factors such as online or offline bypass, water level at peak flow, back flow conditions amongst other site-specific variables. Units that have lids are designed with locking mechanisms along the sidewall of the structure that can be unlocked from the finished surface with an extension rod. The length of this rod is limited and for deeper installs entry may be required to unlock and slide the lids.

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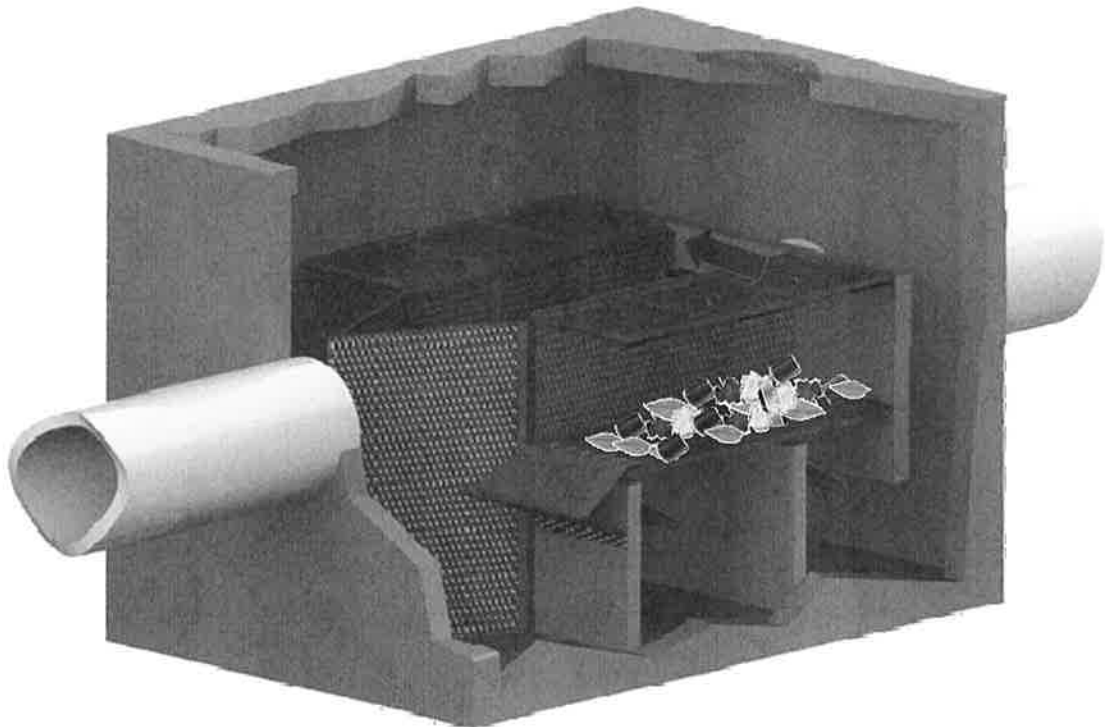
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Top view into DSBB. Filtration screens highlighted in yellow without sliding lids.



Top view into DSBB. Filtration screens highlighted in turquoise with sliding lids.

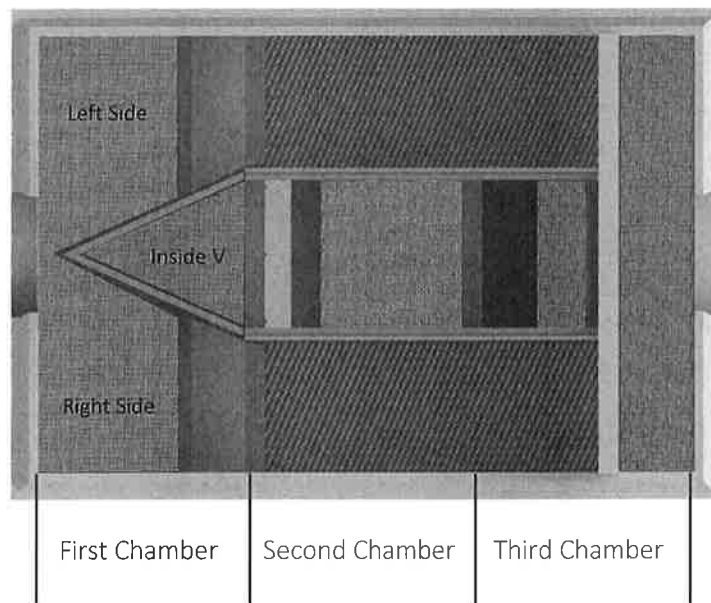


Isometric view into the DSBB illustrating the sliding lids of the filtration screens. Lids can slide left and right in the horizontal direction from closed and locked position for easy access for cleaning and removal of debris.

- Once filtration screens lids are opened (if applicable) the vacuum hose extension is inserted down into the screens for removal of debris. The width of the screen of the smallest model is 9" therefore allowing an standard 8" vacuum hose to be used for all models and sizes. All debris should be removed with the vacuum hose and the pressure washer should be used to spray down and remove all debris on the bottom, side and top screens. Ensure all holes

within in the screen are cleared of debris. This is critical to restoring the full hydraulic capacity of the filtration screens. Once completed close and lock lids (if applicable).

- Using an extension on a vacuum truck position the hose over the opened access hatch or hatches leading to the first sediment chamber adjacent to the pipe inlet and includes the splitter screen. Lower vacuum hose into the sediment chamber on the left and right side of the splitter screen. This is where a majority of the larger sediments and heavy debris will accumulate. Remove all floating debris, standing water and sediment from this sediment chamber. Vertical access to the bottom of the sediment chamber is unimpeded. The vac hose can be moved from side-to-side to fully remove sediments at the corners. A power washer can be used to assist if sediments have become hardened and stuck to the walls or the floor of the chamber. The power washer should also be used to spray the splitter screen clean of any accumulated debris. The vacuum hose can also be inserted on the outlet side of the splitter screen (inside the V) to remove any remaining accumulated sediment.



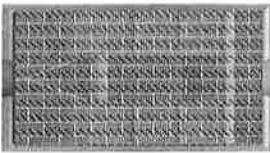
Top view into DSB illustrating the three sediment chambers.

- The **yellow** highlighted areas show where the vacuum hose should be inserted for cleaning of the **first** sediment chamber.
- The **turquoise** highlighted area show where the vacuum hose should be inserted for cleaning of the **second** sediment chamber.
- The **orange** highlighted areas shows where the vacuum hose is inserted for cleaning of the **third** sediment chamber.

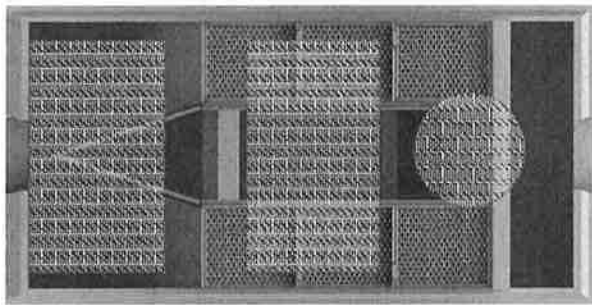
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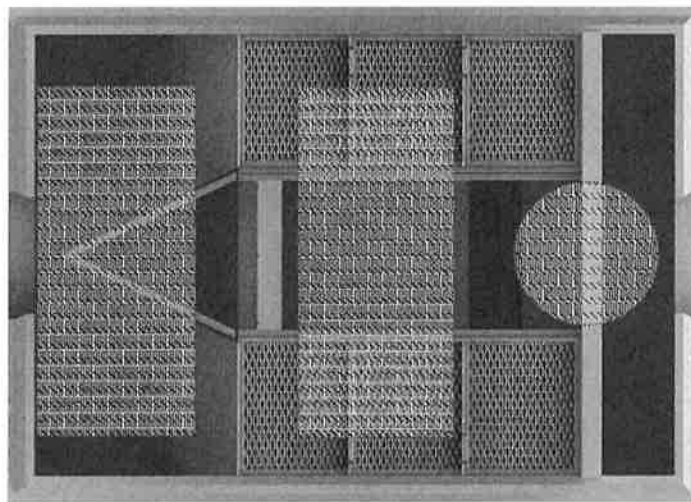
- Repeat the same procedure in the second and third sediment chambers in the locations shown in the above diagrams. Access to these two chambers is in the center of the system unlike the first sediment chamber. The filtration screens cover the sediment chamber along the sides, yet allow for unimpeded access in the middle without a requirement to open the filtration chamber tops or go through the filtration screens (hinged floor) as found with other baffle box systems. Hatch or manhole size, quantity and location vary based on model size and site specific project constraints. Various access hatch sizes and configurations are available to meet individual project requirements. Larger hatches, open assisted hatches and/or taller ID dimensions to increase headroom are available by request. Below are a few examples of various models and optimal hatch configurations.



A DSBB-2.5-4 is offered with a 2.5-4 access hatch in either parkway, direct or indirect traffic rating. This provides full access. Bolt and pull, hinged or hinged with lift-assisted options offered. *Figures not to scale.*



A DSBB-5-10 is offered with two 2.5-4 access hatches in either parkway, direct or indirect traffic rating along with a single 24" diameter manhole for access to the third sediment chamber and hydrocarbon booms. Bolt and pull, hinged or hinged with lift assisted options offered. *Figures not to scale.*

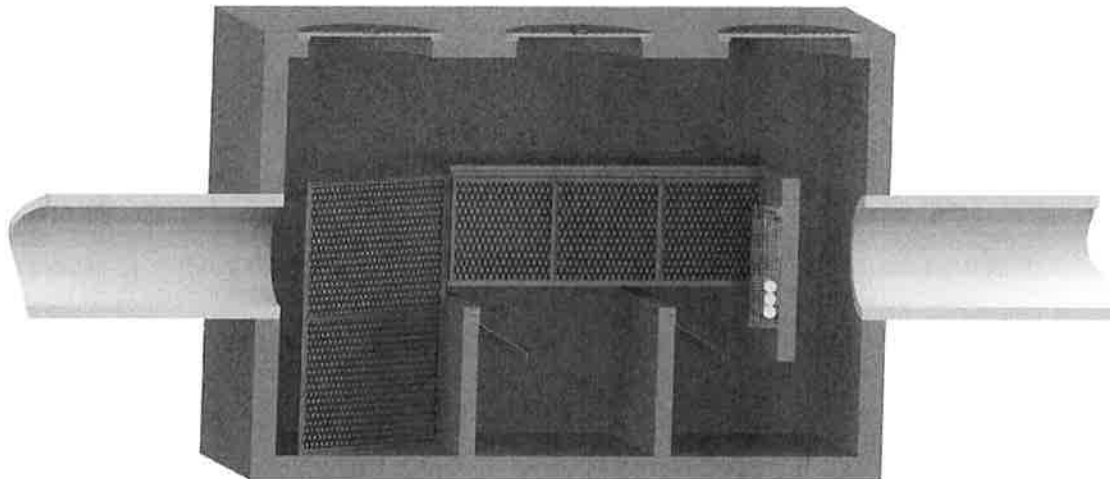


A DSBB-8-12 is offered with two 3-6 access hatches in either parkway, direct or indirect traffic rating along with a single 30" diameter manhole for access to the third sediment chamber and hydrocarbon booms. Bolt and pull, hinged or hinged with lift assisted options offered. *Figures not to scale.*

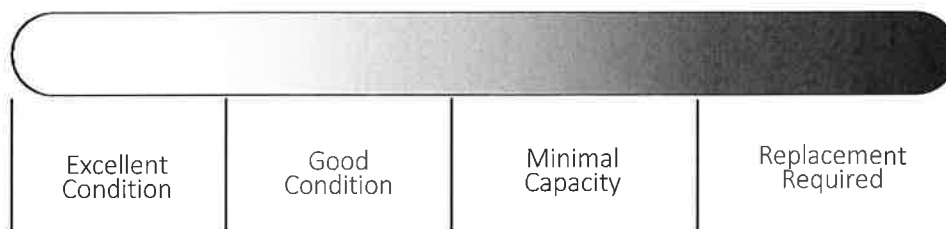
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- Based on the color of the hydrocarbon booms replacement may be necessary. The booms are housed inside the boom cage which is attached to the influent side of the oil skimmer wall. The cage has a hinged top which is opened allowing access to the hydrocarbon booms. Once old booms are removed new booms can be dropped in and the top closed. See below image.



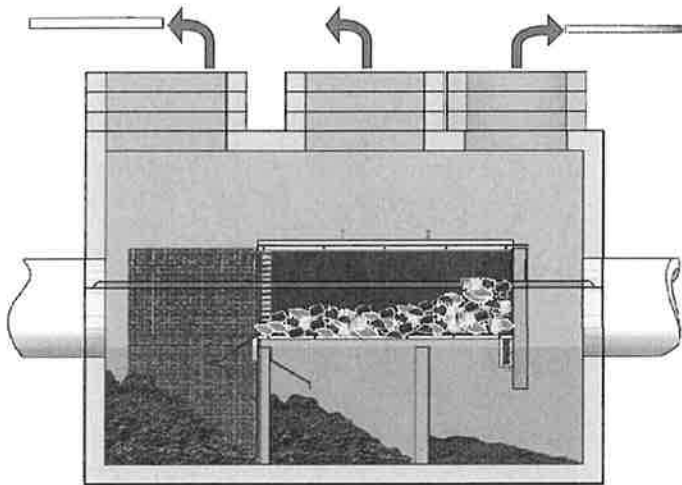
- Follow is a replacement indication color chart for the hydrocarbon booms:



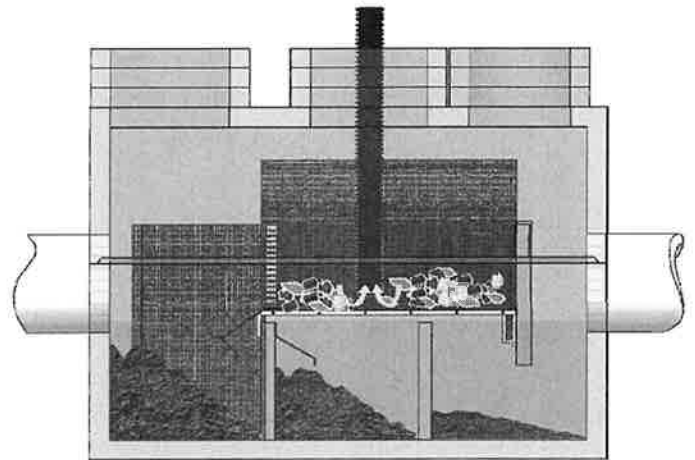
- NOTE:** Filtration screens can be cleaned before or after cleaning and removal of sediment for the sediment chambers. Cleaning them before is preferred before removing sediment and standing water from the second and third chamber as debris and water will be deposited on the sediment chamber floors in the process of cleaning the filtration screens over the second and third chamber. Cleaning the first sediment chamber before the filtration screens allows the splitter screen to be fully exposed. Thus the pressure washing of all screens (splitter and filtration) can be done as the same time if needed.
- The last step is to close up and replace all access hatches and remove all traffic control.
- All removed debris and pollutants shall be disposed of following local and state requirements.

- Disposal requirements for recovered pollutants may vary depending on local guidelines. In most areas the sediment, once dewatered, can be disposed of in a sanitary landfill. It is not anticipated that the sediment would be classified as hazardous waste.
- In the case of damaged components, replacement parts can be ordered from the manufacturer. Hydrocarbon booms can also be ordered directly from the manufacturer.

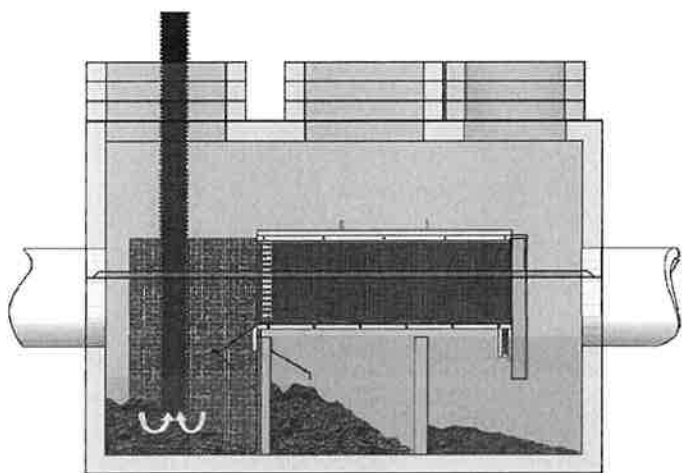
Maintenance Sequence



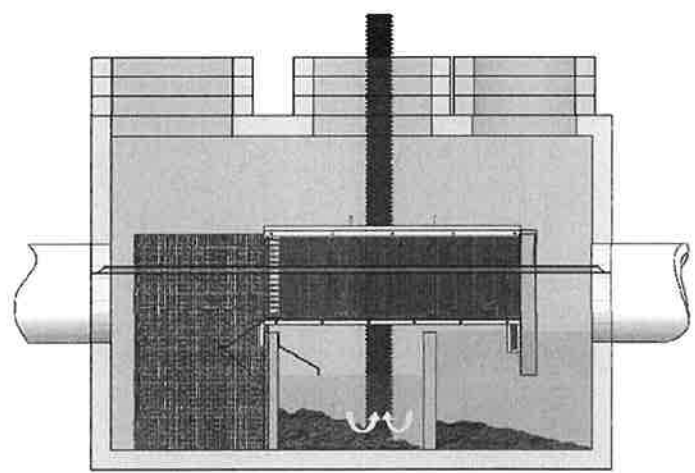
Remove access hatches set up vacuum truck to clean the filtration screens and sediment chamber. Locate positions of filtration screens and first, second and third sediment chambers plus the hydrocarbon boom cage.



Unlock and open filtration screen lids (if applicable, some units will not have lids). Insert vacuum hose into the first filtration screen and clean out trash & debris. Use a pressure washer to remove any debris stuck on the screens.



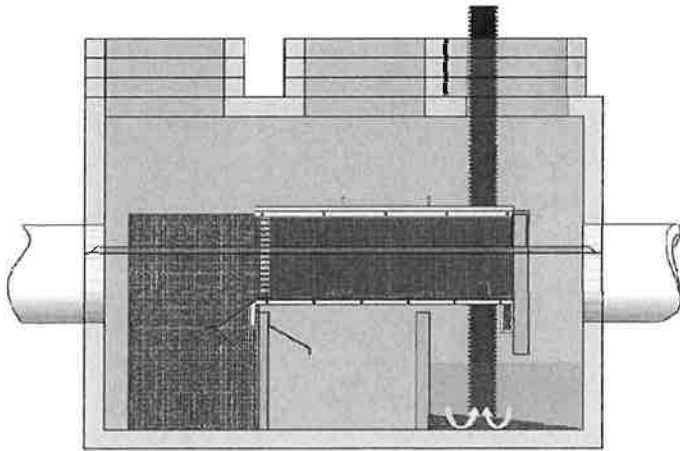
Insert vacuum hose in the first sediment chamber to remove sediment and debris. The vacuum hose will need to be inserted on the right and left side of the splitter screen to remove all sediment. Once completed use a pressure washer to clean off the splitter screen.



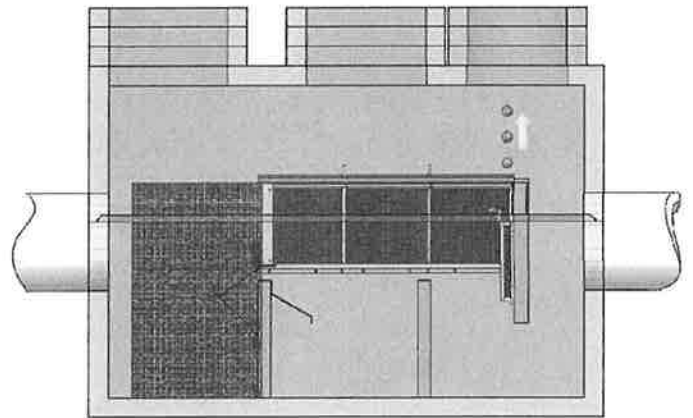
Repeat the above steps for cleaning the second sediment chamber. Compacted sediment can be loosened using a pressure washer.

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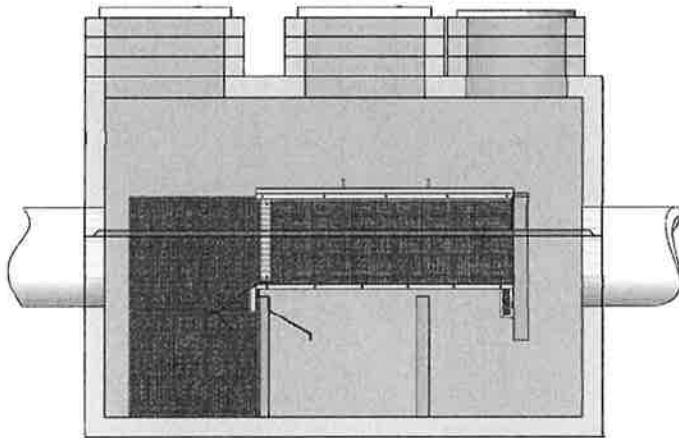
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Repeat the above steps for cleaning the third sediment chamber. Compacted sediment can be loosened using a pressure washer.



Once the unit is fully cleaned check the condition of the hydrocarbon booms in the boom cage hanging on the oil skimmer wall. Use color indicator in this manual to decide if replacement is required. If required open boom cage and replace booms.



Once cleaning and maintenance is complete ensure boom cage lid and filtration screen lids are closed and locked. Replace all manhole covers and or access hatches and remove traffic control.

For Maintenance Services or Information Please Contact Us At:

760-433-7640

Or Email: info@biocleanenvironmental.com



Inspection and Maintenance Report Bio Clean Debris Separating Baffle Box

Project Name _____

Project Address _____
(city) (Zip Code)

Owner / Management Company _____

Contact _____ Phone () - - -

Inspector Name _____ Date ____ / ____ / ____ Time _____ AM / PM

Type of Inspection Routine Follow Up Complaint Storm Storm Event in Last 72-hours? No Yes

Weather Condition _____ Additional Notes _____

For Office Use Only
(Reviewed By) _____
(Date) _____ Office personnel to complete section to the left.

Site Map #	GPS Coordinates of Vault	Model #	Debris, Trash and Foliage Accumulation Inside Filtration Screens (lbs)	Sediment Accumulation In Sediment Chambers (lbs) & Depth (inches)	Structural Notes	Operational Per Manufactures' Specifications (If not, why?)
	Lat: _____ Long: _____					
	Lat: _____ Long: _____					
	Lat: _____ Long: _____					

Comments: _____

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually or in accordance with manufacturers recommendations.**

Exhibit E

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

**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: Benjamin Claypool, Civil Engineer II, PhD, EI

DATE: April 29, 2021

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Tidal Wave Auto Spa, 416 Brandilynn Blvd, Cedar Falls, IA

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 Tidal Wave Auto Spa, 416 Brandilynn Blvd, Cedar Falls, IA 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, PE, City Engineer

Prepared by: (Ben Claypool, Civil Engineer II, City of Cedar Falls)

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **(Tidal Wave Auto Spa)**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): [Signature]
Printed Name & Title: Glenn M Jarrell, Secretary, Coastal County

STATE OF Georgia)
) SS
COUNTY OF Upson)

This instrument was acknowledged before me on the 22nd day of April

, 2021 by Glenn M Jarrell as Secretary of (Tidal
(Printed Name) (Title)

Wave Auto Spa).



[Signature]
Notary Public in and for the State of Georgia

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2021 by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Legal Description

LOT 1, GENCOM ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO THE CITY OF CEDAR FALLS IN DOC. #2018-10402.

Exhibit B

Stormwater Management Facilities

(See attached sheets)



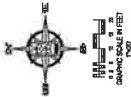
SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA

DESIGNED BY
MMS CONSULTANTS, INC.
1877 S. GILBERT STREET
CEDAR FALLS, IA 52603

OWNER
BRANDT VMA BLVD
CEDAR FALLS, IA 52603

ARCHITECT
BRIGHTWORK REAL ESTATE
ATTN: CHRIS BREWER
1000 UNIVERSITY AVENUE, SUITE 200
TAMPA, FL 33606

ENGINEER
MMS CONSULTANTS, INC.
1877 S. GILBERT STREET
CEDAR FALLS, IA 52603



STANDARD LEGEND AND NOTES

1	RETAIL DRIVE AND PARKING DECK FRAME, CONCRETE
2	RETAIL DRIVE AND PARKING DECK FRAME, CONCRETE
3	RETAIL DRIVE AND PARKING DECK FRAME, CONCRETE
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50	RETAIL DRIVE AND PARKING DECK FRAME, CONCRETE

- 1. SITE LAYOUT AND DIMENSION PLAN
- 2. SITE LAYOUT AND UTILITY PLAN
- 3. EROSION CONTROL PLAN
- 4. LANDSCAPE PLAN
- 5. GENERAL NOTES & DETAILS

GENERAL NOTES & DETAILS

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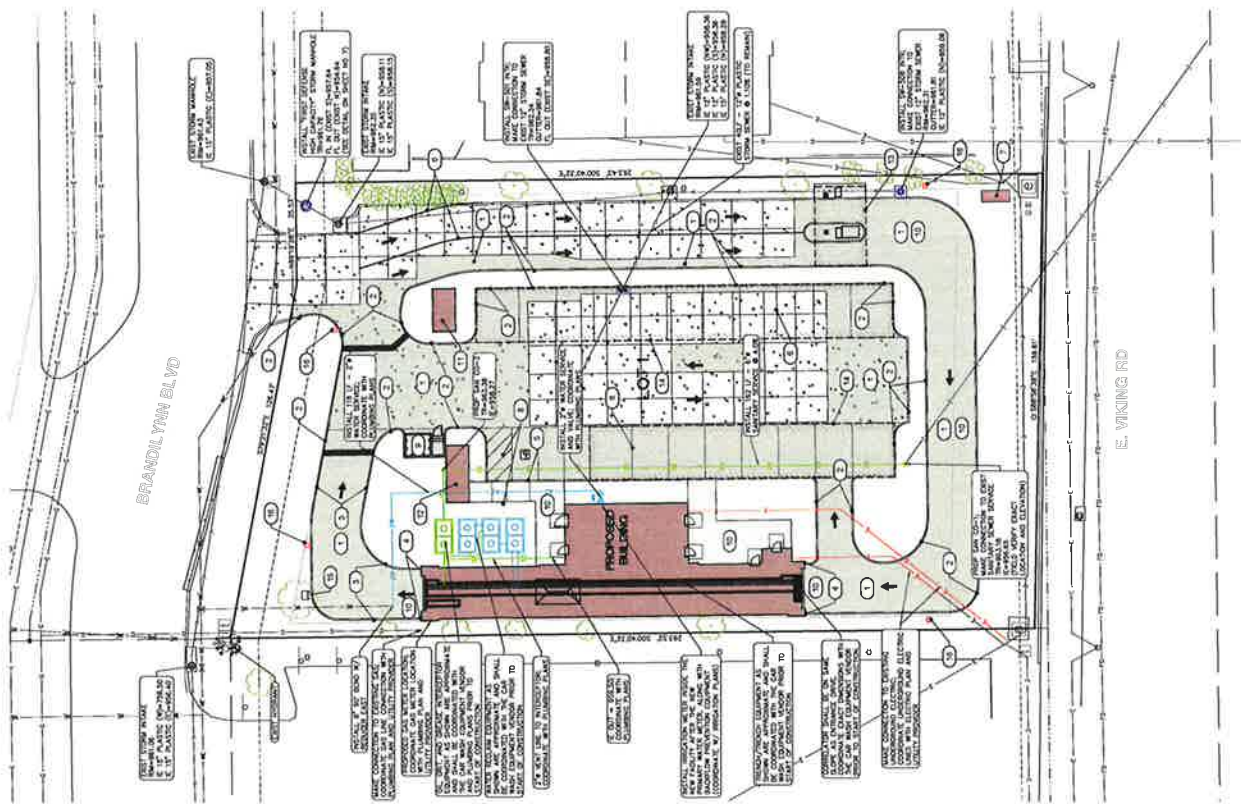
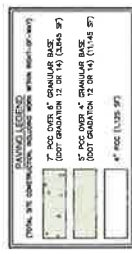


EXHIBIT B Stormwater Management Facilities Page 1 of 3

Item 26.

MMS CONSULTANTS, INC.
1877 S. GILBERT STREET
CEDAR FALLS, IA 52603
PHONE: 319.266.1111
FAX: 319.266.1112
WWW.MMSCONSULTANTS.COM

EXHIBIT B

Stormwater Management Facilities

Page 2 of 3

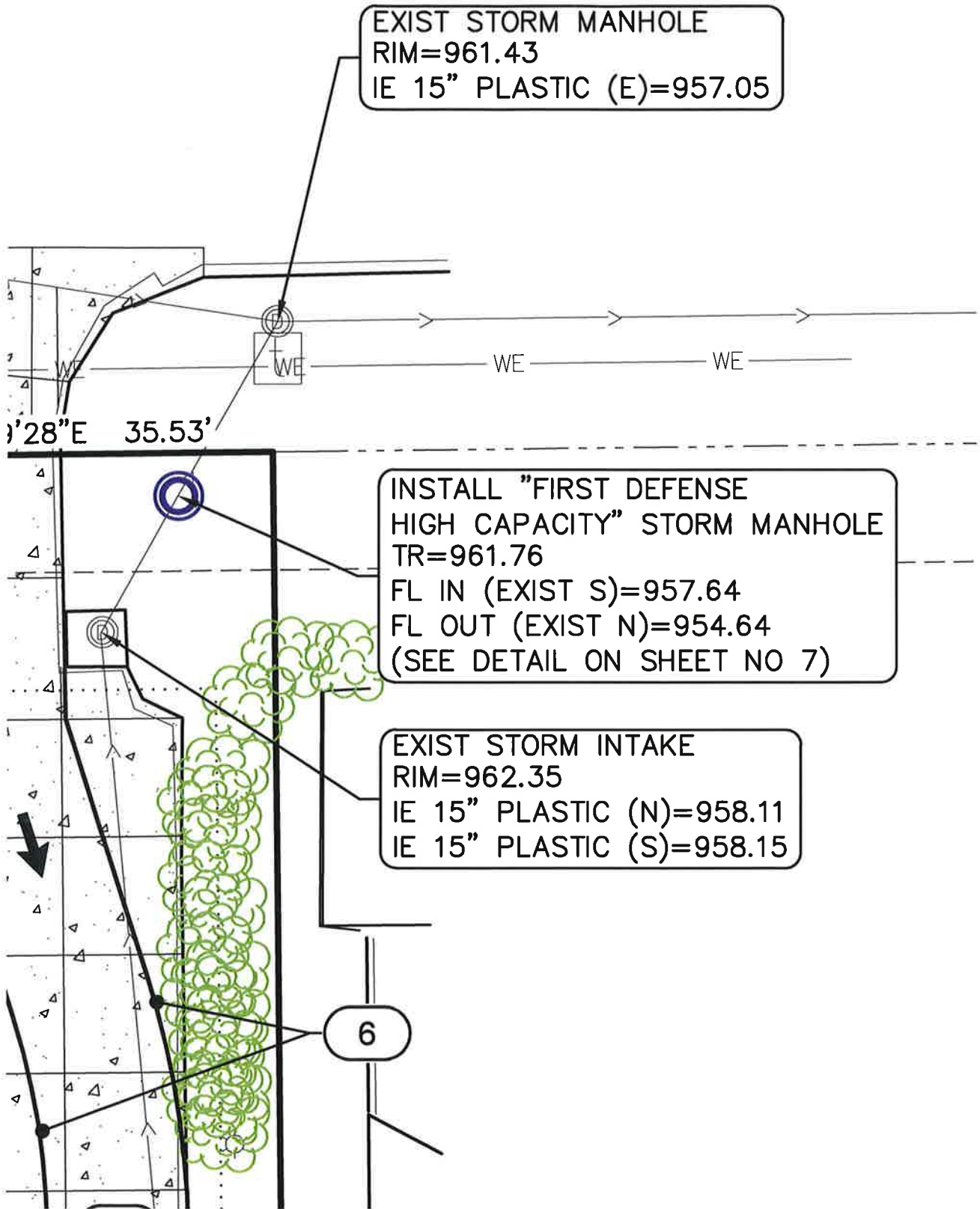
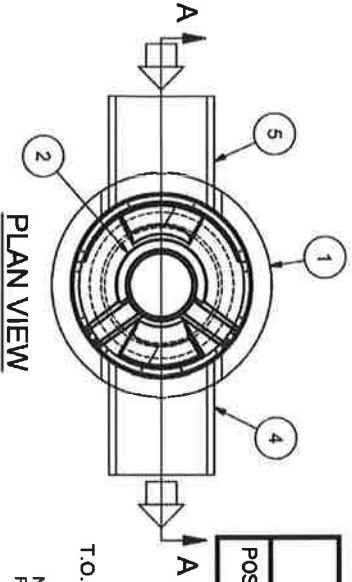


EXHIBIT B

Stormwater Management Facilities

Page 3 of 3

POST-DEVELOPMENT RUNOFF	2-YEAR EVENT (CFS)	10-YEAR EVENT (CFS)	100-YEAR EVENT (CFS)
4.92	7.07	10.61	



HYDRO FRAME AND COVER (INCLUDED)
GRADE RINGS BY OTHERS AS REQUIRED

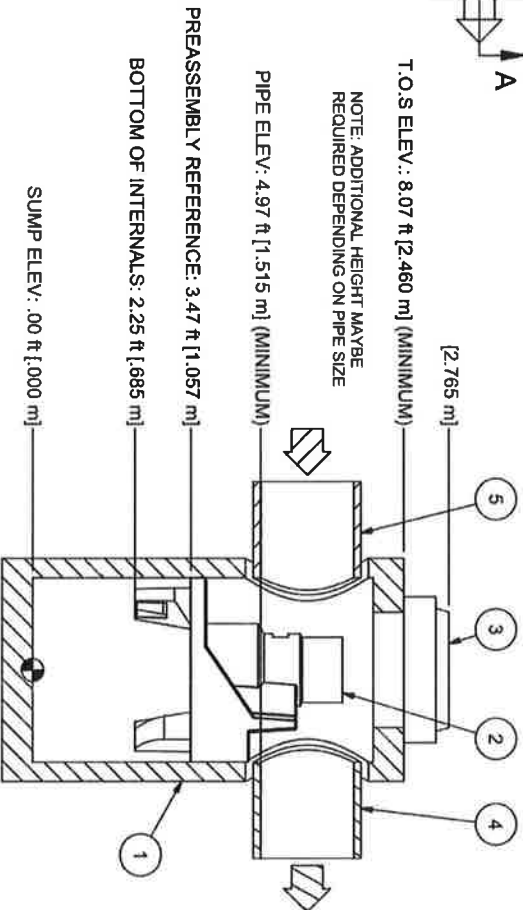
PRODUCT SPECIFICATION:

1. PEAK HYDRAULIC FLOW: 18.0 cfs (510 l/s)
2. MIN SEDIMENT STORAGE CAPACITY: 0.7 cu. yd. (0.5 cu. m.)
3. OIL STORAGE CAPACITY: 191 gal. (723 liters)
4. MAXIMUM INLET/OUTLET PIPE DIAMETERS: 24 in. (600 mm)
5. THE TREATMENT SYSTEM SHALL USE AN INDUCED VORTEX TO SEPARATE POLLUTANTS FROM STORMWATER RUNOFF.
6. FOR MORE PRODUCT INFORMATION INCLUDING REGULATORY ACCEPTANCES, PLEASE VISIT <https://hydro-int.com/en/products/first-defense>

GENERAL NOTES:

1. General Arrangement drawings only. Contact Hydro International for site specific shop drawings.
2. The diameter of the inlet and outlet pipes may be no more than 24".
3. Multiple inlet pipes possible (refer to project plan).
4. Inlet/outlet pipe angle can vary to align with drainage network (refer to project plans).
5. Peak flow rate and minimum height limited by available cover and pipe diameter.
6. Larger sediment storage capacity may be provided with a deeper sump depth.

ANY WARRANTY GIVEN BY HYDRO INTERNATIONAL WILL APPLY ONLY TO THE EXTENT IT IS SPECIFICALLY STATED BY IT. ACCORDINGLY, HYDRO INTERNATIONAL CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY STRUCTURAL, PLANT OR EQUIPMENT, OR THE PERFORMANCE OF THE EQUIPMENT, OR ANY PART THEREOF, IF THE EQUIPMENT IS SUBJECT TO CONDITIONS OUTSIDE ANY DESIGN OR SPECIFICATION PROVIDED BY HYDRO INTERNATIONAL. HYDRO INTERNATIONAL CANNOT ACCEPT LIABILITY FOR ANY PART THEREOF, IF THE EQUIPMENT IS SUBJECT TO CONDITIONS OUTSIDE ANY DESIGN OR SPECIFICATION PROVIDED BY HYDRO INTERNATIONAL. HYDRO INTERNATIONAL CANNOT ACCEPT LIABILITY FOR ANY PART THEREOF, IF THE EQUIPMENT IS SUBJECT TO CONDITIONS OUTSIDE ANY DESIGN OR SPECIFICATION PROVIDED BY HYDRO INTERNATIONAL.



SECTION A-A

PARTS LIST

ITEM	QTY	SIZE (in)	SIZE (mm)	DESCRIPTION
1	1	48	1200	I.D. PRECAST MANHOLE
2	1			INTERNAL COMPONENTS (PRE-INSTALLED)
3	1	30	750	FRAME AND COVER (ROUND)
4	1	24 (MAX)	600 (MAX)	OUTLET PIPE (BY OTHERS)
5	1	24 (MAX)	600 (MAX)	INLET PIPE (BY OTHERS)



PROJECTION

IF IN DOUBT ASK

- COMMENTS:**
1. MANHOLE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
 2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING FIRST DEFENSE MANHOLE.
 3. CONTRACTOR TO CONFIRM RIM, PIPE INVERTS, PIPE DIA. AND PIPE ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.

DATE:	11/8/2019	SCALE:	1:30
DRAWN BY:	JLJ	CHECKED BY:	
FIRST DEFENSE HIGH CAPACITY		APPROVED BY:	

GENERAL ARRANGEMENT

DO NOT SCALE DRAWING
SEE FABRICATION TOLERANCES
DIMENSIONS ARE IN INCHES

UNITS	0.00 - 0.125 = 3/16	0.125 - 0.375 = 3/8	0.375 - 0.625 = 5/8	0.625 - 1.000 = 1
UNITS	0.12 - 0.24 = 3/16	0.24 - 0.36 = 3/8	0.36 - 0.48 = 3/8	0.48 - 0.60 = 3/4
UNITS	0.60 - 0.75 = 3/4	0.75 - 0.90 = 7/8	0.90 - 1.00 = 1	

STOCK NUMBER: N/A

DRAWING NO: 4FDHC_FDHC GA STD

SHEET SIZE: 1 OF 1

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or 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.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	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.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	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 surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

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 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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: April 29th, 2021

SUBJECT: Temporary Construction Easement Agreement for Stairway
 TrueNorth/K&K LLC Stairway Improvements
 226 Main Street and City Right of Way

On the south side of 226 Main Street (TrueNorth/K&K LLC), there exists a stairway opening in the sidewalk within the City's right-of-way that provides basement access. Serving as the only access to this portion of the building, the need for this stairway is required. However the stairs have been a part of the building from its original construction. With an unknown structural integrity, the City has developed the attached "Temporary Construction Easement Agreement for Stairway". This agreement lays out the framework for TrueNorth/K&K LLC to receive, from the City, the costs the City would have incurred to properly excavate the exterior face of the stairs, pour a concrete shield wall to protect the existing wall, and remove and replace the top one and one-half feet with new concrete and handrail, and complete the opening with the new brick pavers that will be installed during the Downtown Streetscape and Reconstruction Phase II project. The value to be paid upon completion will be equal to the bid alternate provided price of \$39,960.00.

There are many benefits to this agreement. First and foremost, the planned downtown work could cause irreparable damage to the existing stairs within the City right-of-way. By paying the same price that the City would have incurred to make the stairwell appropriate as a confining edge for the new brick pavers, TrueNorth/K&K LLC will be completely reconstructing the stairway to all updated codes, under City inspection, and with significantly improved aesthetics. Upon completion, the City will enter a Perpetual Stairway Easement Agreement, formalizing the responsibility of the owner of the building to maintain the stairway. With all construction to take place without impeding the City's awarded Downtown Streetscape and Reconstruction Phase II contractor, the project's overall schedule length will be reduced. The benefit to TrueNorth/K&K LLC is the reduced cost of fully reconstructing the stairway and the formalized right to the stairway through the Perpetual Stairway Easement Agreement.

We recommend the motion to approve this Temporary Construction Easement Agreement for Stairway.

xc: David Wicke, City Engineer, PE
 Chase Schrage, Director of Public Works

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR STAIRWAY

This Temporary Construction Easement Agreement for Stairway ("Agreement") is made this _____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, a municipality ("City"), and K+K, LLC ("Grantee").

WHEREAS, Grantee is the owner of property in the downtown area of the City legally described as The West 76 Feet and South 22 Feet of Lot 5 of Block 5 of the Original Plat of Cedar Falls and commonly known as 226 Main Street, in Cedar Falls, Iowa ("Grantee Property"); and

WHEREAS, there exists within the City right-of-way adjacent to the Grantee Property an opening at sidewalk level that serves a stairway leading down to the lower level of a commercial building located on the Grantee Property. The Stairway opening at ground level is approximately 117 square feet in dimension and has metal guardrail on the south and east edges of the stairway opening, a painted metal handrail on the southern wall of the stairwell, three windows with a daylight opening elevation below the sidewalk surface, one metal basement access doors, and a floor drain for any collected stormwater. The depth of the Stairway is approximately eight (8) feet. The Stairway and opening is depicted in Exhibit "A" attached (the "Stairway"); and

WHEREAS, as part of the Downtown Streetscape and Reconstruction Project Phase II ("Project") the City is fully reconstructing East 3rd Street from Main Street to State Street and removing and replacing the existing concrete sidewalk with an updated aesthetic brick paver design which will impact the Stairway; and

WHEREAS, the City and Grantee agree that the Stairway in its current condition is inappropriate as a confining border for the brick pavers and significant structural damage could occur as a result of the reconstruction of East 3rd Street; and

WHEREAS, as part of the Project the City would have incurred either \$39,960 to remove the top one and one half feet of the west, south, and east walls of the Stairway, excavate the exterior walls to full depth, form and reinforce an additional external shield wall, pour the new wall with concrete, and replace the existing handrail and safety rail with an updated black powder coated version, as shown in Exhibit "B" attached; and

WHEREAS, the Grantee has agreed to assume responsibility for the cost of reconstruction of the Stairway as a preventative safety measure and aesthetic update and to reduce overall costs for future reconstruction if the structural wall were to fail; and

WHEREAS, the City has agreed to contribute to the cost of reconstruction of the Stairway in the amount the City has saved by not repairing the Stairway; and

WHEREAS, the exact dimensions of the reconstructed Stairway have not been finally determined at this time; and

WHEREAS, the City has agreed to grant a permanent easement to the Grantee to use the Stairway upon completion of the Stairway reconstruction; and

WHEREAS, Grantee has agreed to maintain the Stairway in the future as well as assume full responsibility for and to hold the City harmless from and indemnify the City for injuries occurring on or due to the Stairway; and

WHEREAS, the City and Grantee have reached agreement on these matters and wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Grantee agree as follows:

1. Grant and Purpose of Easement. The City hereby grants and conveys to the Grantee a temporary construction easement over, under, and across the Stairway for the purpose of demolition, construction, reconstruction and repair of the Stairway, and to perform all work necessary to reconstruct the Stairway. The City also grants and conveys to Grantee the right of ingress to and egress from the Stairway.
2. Term of Easement. The construction easement granted herein is temporary in nature and shall terminate upon completion of the reconstruction of the Stairway and final acceptance of the reconstruction by the City, or upon repair of the Stairway or abandonment of the reconstruction project by Grantee, or upon material breach of the terms of this Agreement after a reasonable opportunity to cure, whichever first occurs.
3. Reconstruction of Stairway. Reconstruction of the Stairway shall adhere to the plans and specifications set forth in Exhibit "C" attached. Any modification of said plans and specifications shall be subject to approval by the City. Construction work shall be subject to observation and inspection by the City in the City's sole discretion. Grantee agrees to notify the City prior to any and all backfilling of the new structural wall to allow the City to observe the same. Grantee shall erect and maintain a six foot in height metal construction fence around the work area during the entire period of reconstruction. Grantee shall establish the new sidewalk grades surrounding the Stairway to the elevations provided by the City.
4. Timing of Reconstruction. Reconstruction of the Stairway shall be completed on or before November 15, 2021. Delays to work on the Project which are caused by the Stairway reconstruction that result in liquidated damages assessed against the City's contractor may be deducted from the amount agreed to be paid to Grantee by the City in the amount as the assessed liquidated damages. Should such liquidated damages exceed the amount agreed to

be paid to Grantee, Grantee agrees to pay to the City the difference within 30 days of demand therefore.

5. Construction Materials and Equipment. Grantee shall not park or store, or allow to be parked or stored, construction equipment or vehicles on the public sidewalk. Any construction materials and supplies stored at the construction site must be secured as required by the City's ordinances.

6. Permits and Compliance with City Ordinances. Grantee shall be responsible for securing any necessary City permits for construction in the right-of-way at Grantee's cost, and Grantee shall at all times comply with City, State and Federal laws, rules and regulations.

7. Reservation of Rights by the City. Except for the Easement granted herein, the City reserves any and all ownership rights to use and occupy the Stairway as City right-of-way.

8. Hold Harmless and Indemnification. Grantee agrees to indemnify, defend and hold harmless the City and its elected and appointed officials, and all its employees and agents from and against any and all action or cause of action, claim, demand, liability, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injures to or death of any person or persons, or causing property damage, happening in, on or because of the Stairway reconstruction. Nothing herein is intended to create any rights in or for the benefit of any person not a party to this Agreement, or such person's successors or assigns.

9. Damage to Property in the City Right-of-Way. Grantee agrees to pay the reasonable cost of repair or replacement of any property located within the City right-of-way that is damaged or destroyed as a result of the Stairway reconstruction, including, but not limited to, public utilities and infrastructure.

10. Insurance. Grantee agrees to maintain liability insurance with any reputable insurer authorized to do business in the State of Iowa for coverage for any and all liabilities assumed in this Agreement.

11. Payment by City. Upon City-approved completion of the Stairway reconstruction by Grantee, the City will issue payment to the Grantee in the amount of \$39,960.00, equal to the bid amount to repair the Stairway.

12. Permanent Easement. Upon completion of the Reconstruction of the Stairway, acceptance by the City, and payment by the City to the Grantee in the amounts set forth herein, and assuming all terms and conditions of this Agreement have been complied with by Grantee, the City agrees to then grant and convey to Grantee a permanent easement over the Stairway in substantially the form of the Perpetual Stairway Easement Agreement attached as Exhibit "D". The City and Grantee both agree to execute said Permanent Stairway Easement Agreement as soon as practicable after the conditions of this paragraph have been met.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns and shall run with the Grantee Property.


14. Entire Agreement and Amendments. This Agreement sets forth all the agreements, terms, covenants and conditions between the City and the Grantee concerning the temporary construction easement for the Stairway reconstruction, and supersedes and replaces

any previous agreement governing the same subject matter. No amendment to this Agreement shall be valid unless in writing and signed by the City and the Grantee, and approved by the City Council of the City.

IN WITNESS WHEREOF, the City and Grantee have executed this Temporary Construction Easement Agreement for Stairway to be effective as of the date first written above.

CITY
City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

GRANTEE

By: Tyon Kimble
Printed Name
Its: member


ATTEST:

Jacqueline Danielsen, MMC, City Clerk

State of Iowa)
)
County of Black Hawk)

The foregoing instrument was acknowledged before me on this 28 day of April,
2021, by Tyon Kimble as member of K+K, LLC.
Printed Name Title Business Name





Notary Public in and for the State of Iowa

My commission expires: March 30, 2023

EXHIBIT A - The "Stairway"



EXHIBIT A - The "Stairway" (Continued)

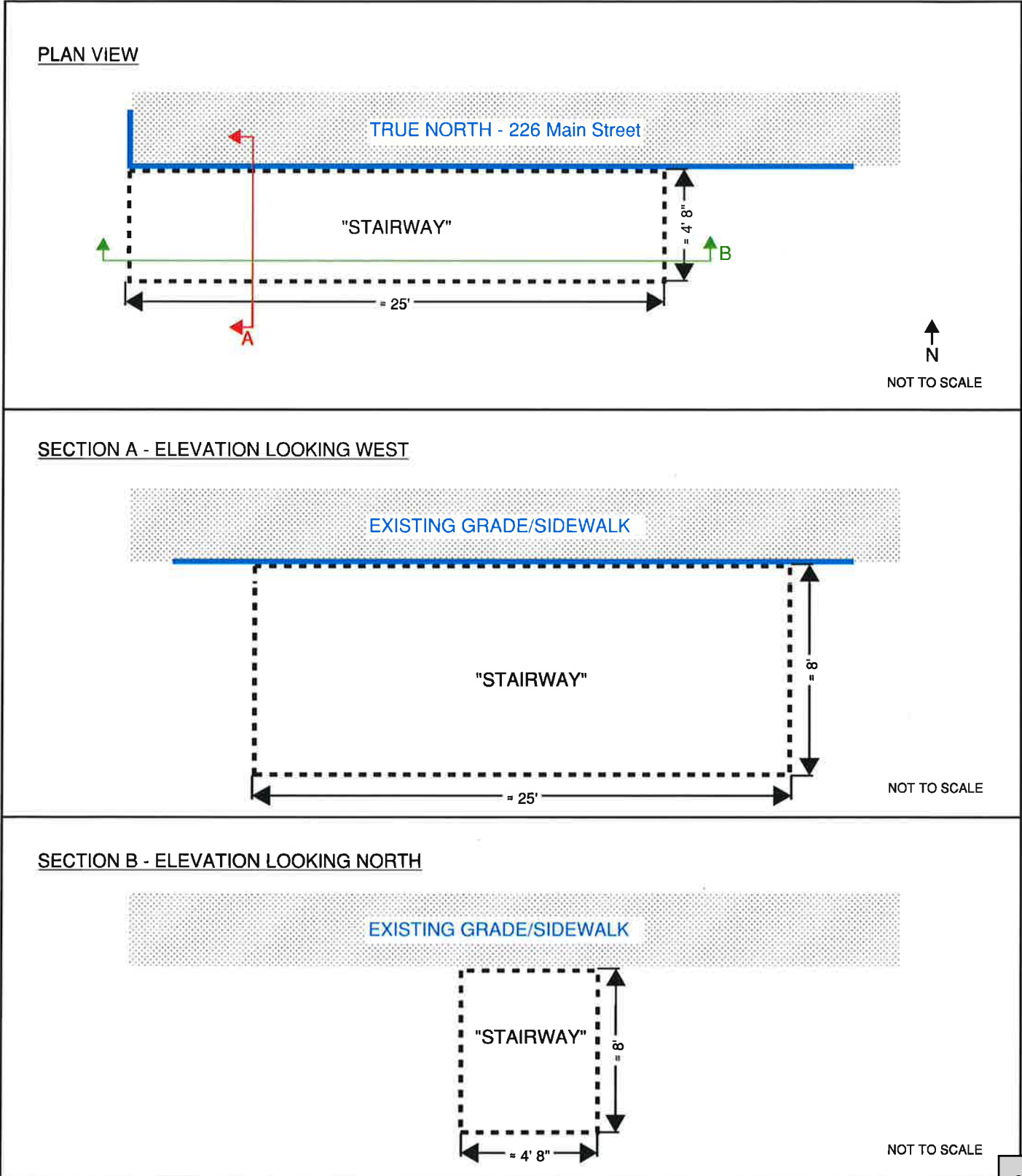


EXHIBIT B - Repair & Cost

BID ADD ALTERNATE #1 - REPAIR STAIRS					ENGINEER'S ESTIMATE		Awarded Bid	
							K. Cunningham Construction Co., Inc.	
ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Special	Concrete Wall, Handrail, and Safety Rail	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 39,960.00	\$ 39,960.00
TOTAL BID ADD ALTERNATE 1:						\$ 36,000.00		\$ 39,960.00

EXHIBIT B - Repair & Cost (Continued)

120.0752.08
Sheet V.3

SNYDER & ASSOCIATES, INC.
6005 DOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-452-5399 | www.snyderandassociates.com

120.0752.08
Sheet V.3

DOWNTOWN STREETScape AND RECONSTRUCTION PHASE II

REPAIR STAIRS - 226 MAIN ST

SNYDER & ASSOCIATES

120.0752.08
Sheet V.3

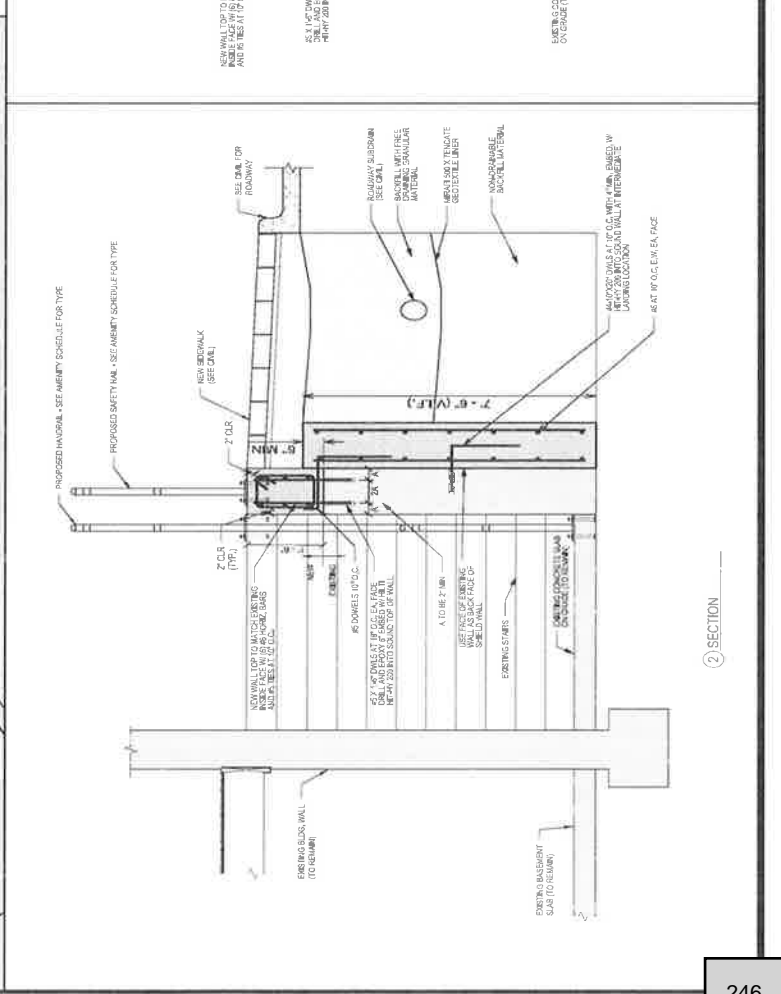
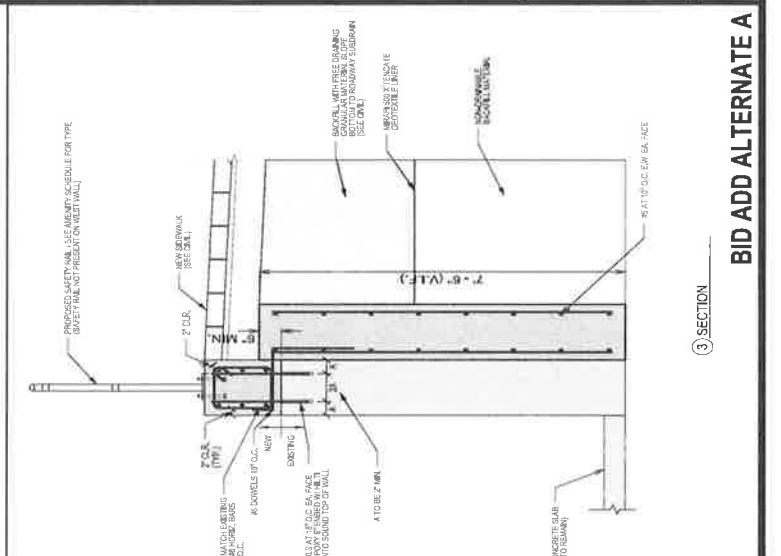
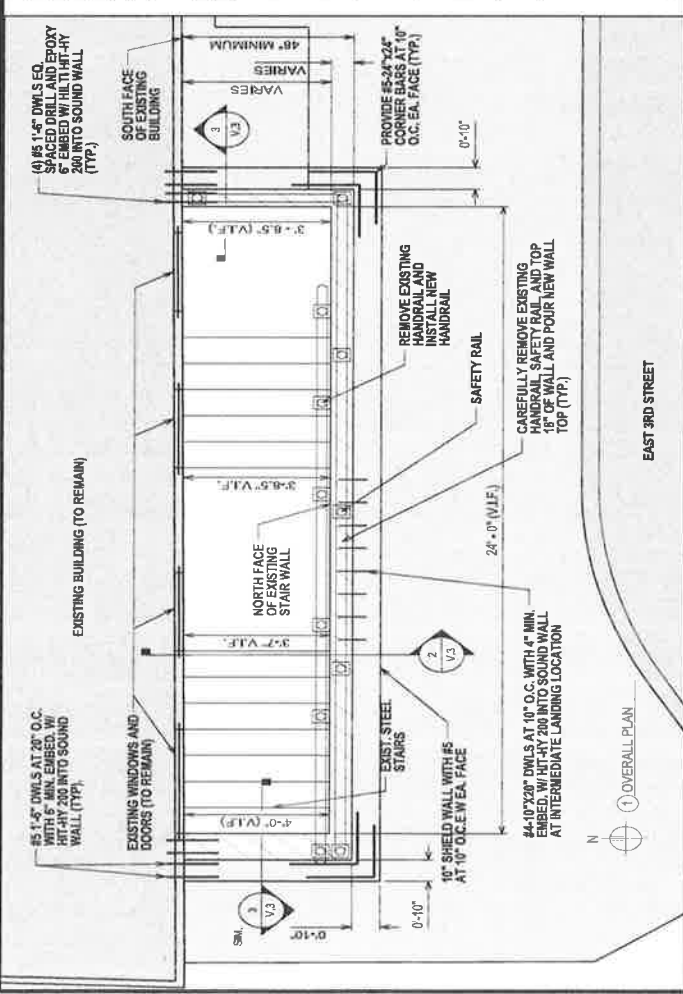
120.0752.08
Sheet V.3

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT
1	9072-108-A-0	CONCRETE	10	CY
2	9080-108-B-0	HANDRAIL	22	LF
3	9080-108-C-0	SAFETY RAIL	30	LF
4	10.010-108-A-0	DEMOLITION WORK	3	CY

ESTIMATE REFERENCE INFORMATION	
ITEM NO.	ITEM
1	CONCRETE WALL: 9072-108-A-0 FURNISHING AND PLACING CONCRETE, REINFORCING STEEL, AND FILL MATERIAL FOR NEW TOP 18" AND SHIELD WALL.
2	HANDRAIL: 9080-108-B-0 HANDRAILS SHALL BE COATED BLACK AND POWDER COATED PER SUDAS 9080.2.14C
3	SAFETY RAIL: 9080-108-C-0 SAFETY RAILS SHALL BE COATED BLACK AND POWDER COATED PER SUDAS 9080.2.14C
4	DEMOLITION WORK: 10.010-108-A-0 INCLUDES NECESSARY EXCAVATION AND REQUIRED TEMPORARY SHORING/BRACING.

NOTE:

- 1) WATER MITIGATION IN STAIRS TO BE PROPERTY OWNERS RESPONSIBILITY.
- 2) THE EXTENT OF THESE REPAIRS IS TO PROVIDE A LEVEL TOP OF WALL SURFACE FOR NEW SIDEWALK WORK.
- 3) SHIELD WALL NOT TO INTERFERE WITH STAIR WIDTH OR STAIR RISE AND RUN FUTURE CODE COMPLIANCE WORK.





Design/Build General Contractor

Phone: 319-277-0100
Fax: 319-277-8937
1705 Waterloo Rd.
Cedar Falls, IA 50613
www.MageeConstruction.com

March 1, 2021

True North
226 Main Street
Cedar Falls, IA 50613

Re: Exterior Stairway Re-construction

Thank you for the opportunity to provide costs for the removal of the existing stairway and construction of a new stairway.

General Requirements:

- Clean up and dump fees
- Supervision
- Consumables
- Equipment
- Permit

Site Work:

- Remove the existing stairwell and stairs.
- Remove the sidewalk from the building line to the south approximately 14 feet and to the east approximately 40 feet from the southwest corner of the building.
- Over excavate the 14 ft. by 40 ft. area to a depth of 8 ft..
- Haul off all excavated material.
- Provide and place and compact new fill after the new stairwell has been formed, poured, stripped and cured.

Concrete:

- Pour 24" by 12" deep footings for the new stairwell.
- Form and pour re-bar re-inforced walls for the new stairwell.
- Pour a 4" floor in the new stairwell at two areas
- Form and pour a slab between the area where the stairs will be installed.

Stairs:

- Provide and install 2 sets of galvanized stairs.

Handrails:

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

Item 27.

- Provide and install new stairwell perimeter railings and gate from American Fence Company to match the ones to be used for the 100 Block Alley Project. These are specified by the City of Cedar Falls.

Windows:

- Existing windows will remain in place.

Exterior Door

- The existing door will remain in place.

Safety: Provide and temporarily install protection at the perimeter of the 14ft. by 40 ft. area.

Note: A \$1,000 allowance is included for repair of the stucco exterior of the foundation wall.

Our cost to complete the above work is \$45,693.00

Changes in the Work:

Changes in the work, which are within the general scope of this agreement, may be accomplished, without invalidating this agreement, by change order, work order change directive, or minor change in the work.

The contractor may make minor changes in the design and construction of the project consistent with the intent of the specifications which do not involve an adjustment to the estimated cost of the work, the contractor's management fee or the estimated date of completion, and do not materially and adversely affect the design of the project, the quality of any of the materials or the equipment selected by the owners, the performance of any materials, equipment or systems specified and selected by the owner, or the quality of the workmanship required by the specifications.

The contractor may request and/ or the owner, without invalidating this agreement, may order changes in the work within the general scope of this contract consisting of additions, deletions or other revisions to the cost of the work. All such changes in the work shall be authorized by applicable change order, and shall be performed under the applicable conditions of this contract.

Unknown Conditions:

If in the performance of the work the contractor finds latent, concealed or subsurface conditions which may materially differ from the conditions the contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally inherent in the kind of work provided for in this agreement, then the estimated cost of the work, and the estimated date of completion shall be equitably adjusted by change order within a reasonable time after the conditions are first observed.

Contract Terms:

Prices quoted include all labor, materials, building permits, clean up, haul-away and dump fees to complete the work as described above.

It is understood that an allowance is a cost projection and is subject to change to reflect the actual cost. Allowances are based on the use and professional installation of commonly used materials and are subject to change when the final selections are made and/or when this portion of the project is bid.

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

Item 27.

Any labor and materials necessary for extra work not included in the above base bid, such as conditions not visible or requests for additional work, will be billed at our standard labor rates. This additional work will be done only upon the owner's approval. Every effort is made to include all work needed at time of bid, but unforeseen conditions may exist and, therefore, become the responsibility of the owner. All extra charges will become part of the original contract and will be due with the final payment or as they are completed and invoiced.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Owners' Liability Insurance:

The owners shall be responsible for obtaining and maintaining their own liability insurance. Insurance for claims arising out of the performance of this agreement may be purchased and maintained at the owner's discretion. The owner shall provide the contractor with a certificate of insurance at the request of the contractor.

Insurance to Protect Project:

The owner shall obtain and maintain "All Risk" builders risk insurance in a form acceptable to the contractor on the entire project for the full cost of replacement at the time of any loss. This insurance shall include as named insured's, the owner, the contractor, the architect/engineer, subcontractors, material suppliers and sub-subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage at least: theft, vandalism, malicious mischief, transit, materials stored off site, collapse, false work, temporary buildings, debris removal, flood, earthquake, testing and damage resulting from defective design, workmanship or material. The owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance policy shall be written without a co-insurance clause. The owner shall be solely responsible for any deductible amounts.

Terms: Monthly draws as work progresses and balance upon substantial completion. Monthly draws will be based on percentage of work completed per schedule of values.

Monthly invoices will be submitted to owner on the 25th of each month and are due within 10 days. Service charges of 1.5% per month will accrue on all past due invoices. In the event that legal proceedings are commenced to collect any past due balance owner shall be responsible for the contractor's attorney's fees and court costs.

Magee Construction Company provides a two year workmanship warranty.

Thank you,

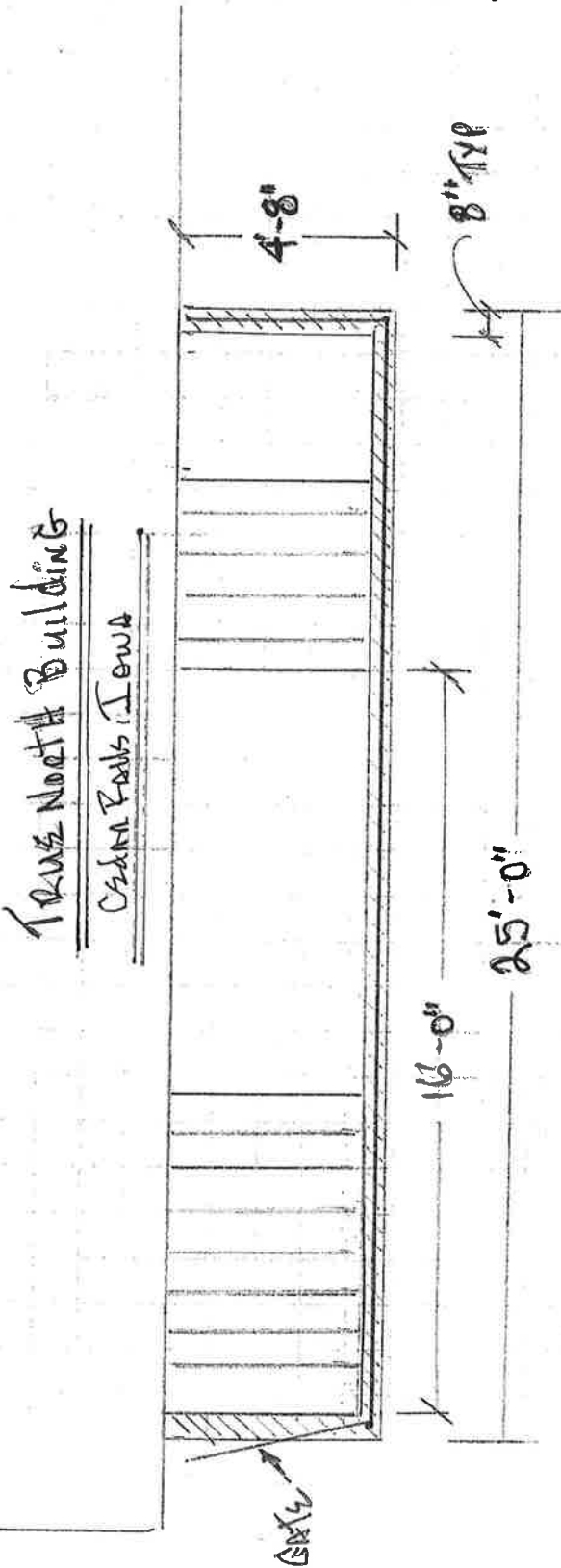


Wayne Magee
Magee Construction Company

Accepted By _____ Date _____

Design/Build General Contractor

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)



Truss North Building
Cedar Falls, Iowa

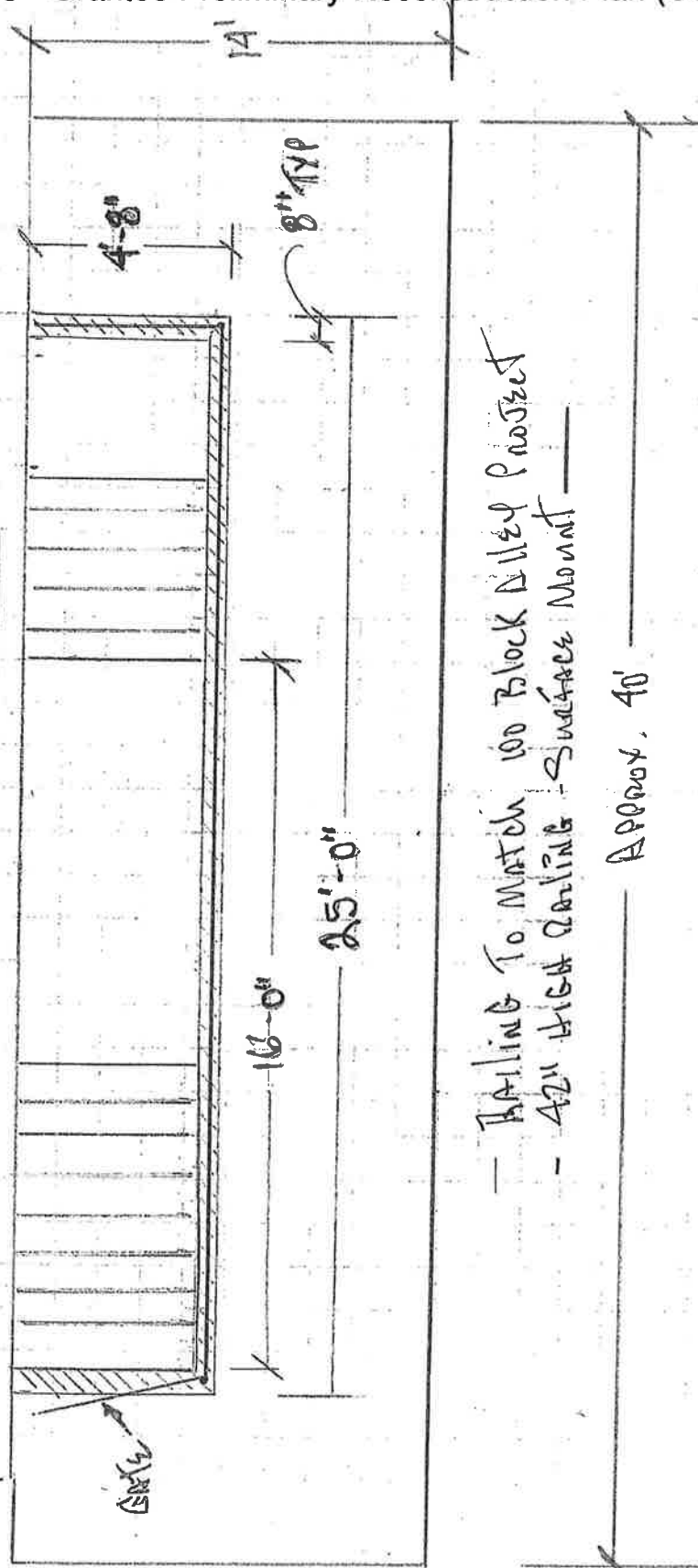
- RAILING TO MATCH 100 BLOCK DILLED PROJECT
- 42" HIGH RAILING - SURFACE MOUNT

1015

Design/Build General Contractor

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

TRUSS NORTH BUILDING
Cedar Falls, Iowa



- RAILING TO MATCH 100 BLOCK DILLED PROJECT
- 42" HIGH RAILING - SURFACE MOUNT -

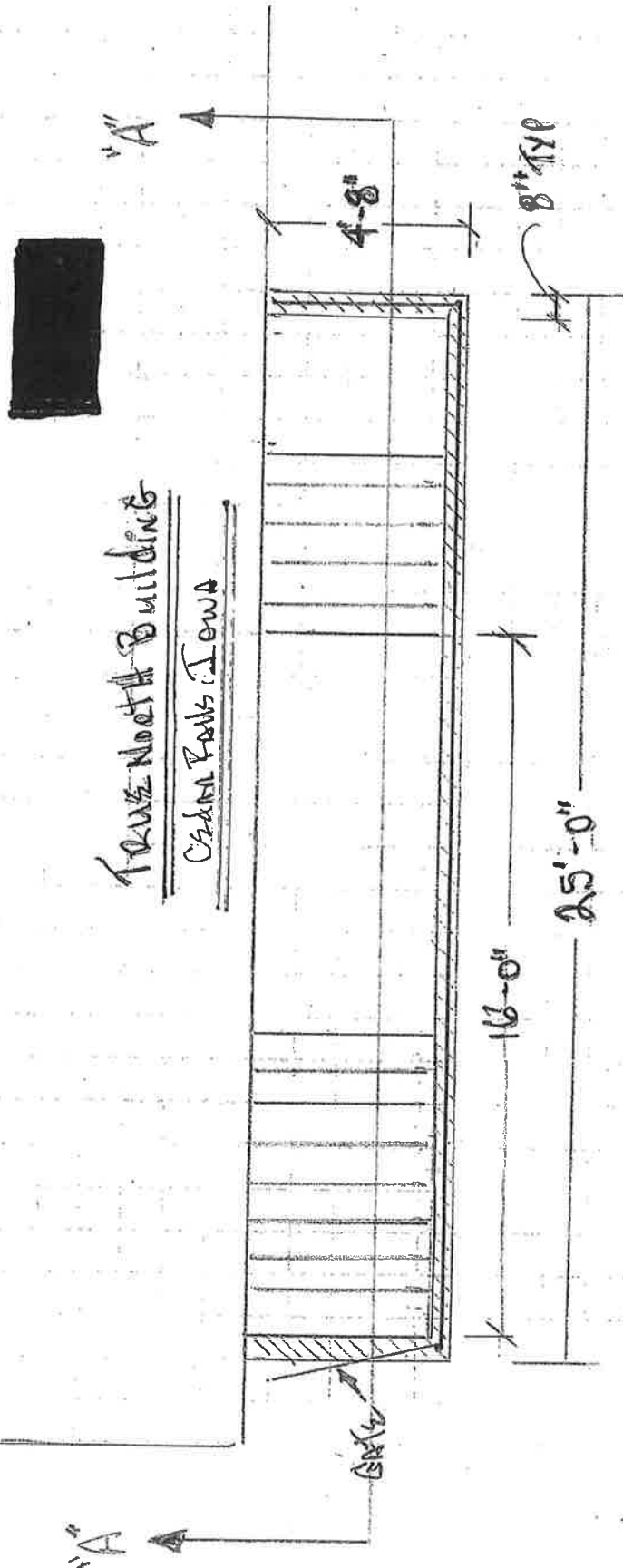
Approx. 40'

Excavation, Backfill & Compaction
within Area outlined in Red

2 of 5

Design/Build General Contractor

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)



Truax North Building
Cedar Falls, Iowa

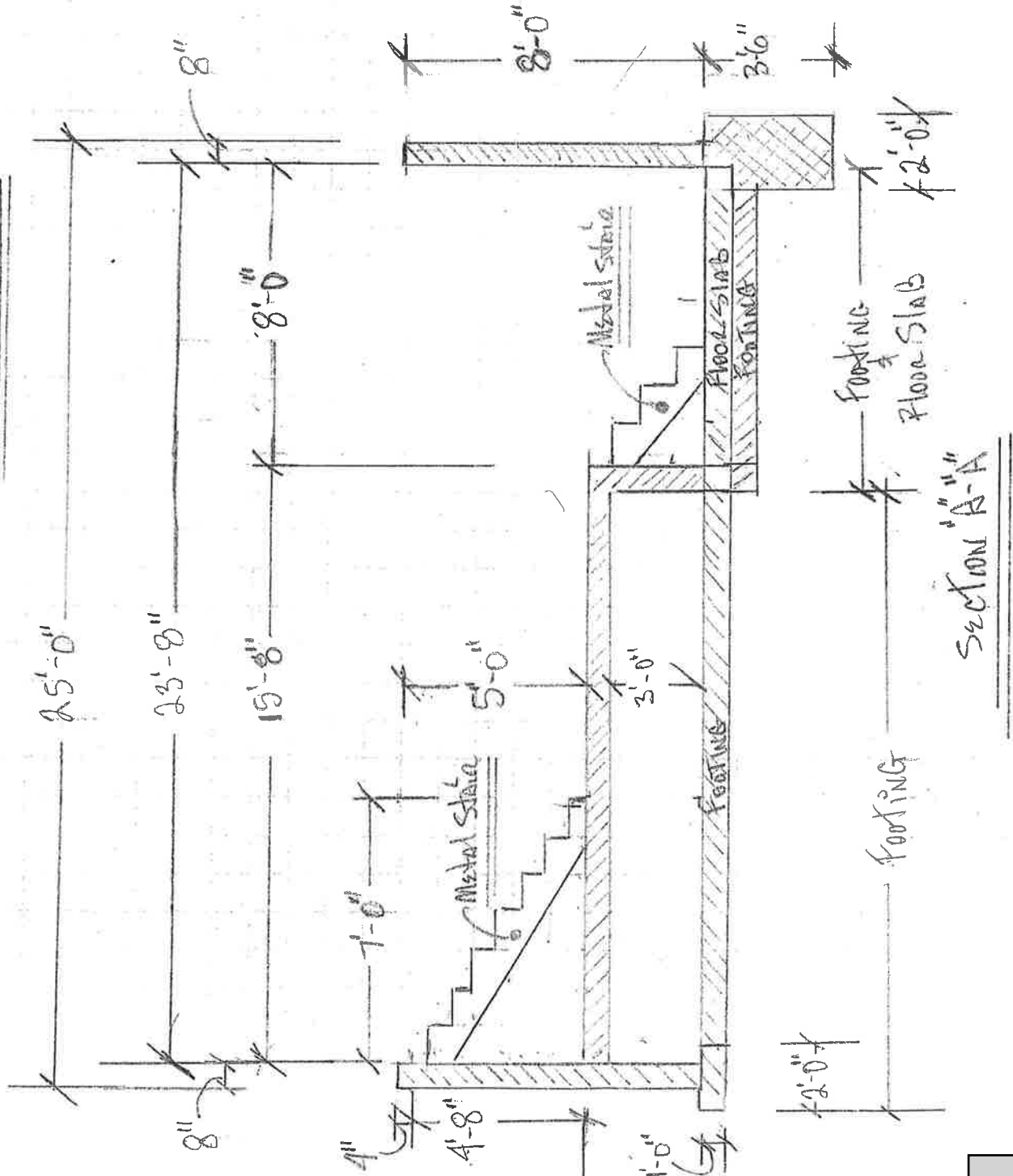
- RAILING TO MATCH 100 BLOCK DILEY PROJECT
- 42" HIGH RAILING - SURFACE MOUNT -

30FS

Design/Build General Contractor

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

True North Building
Cedar Falls, Iowa



Design/Build General Contractor

EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

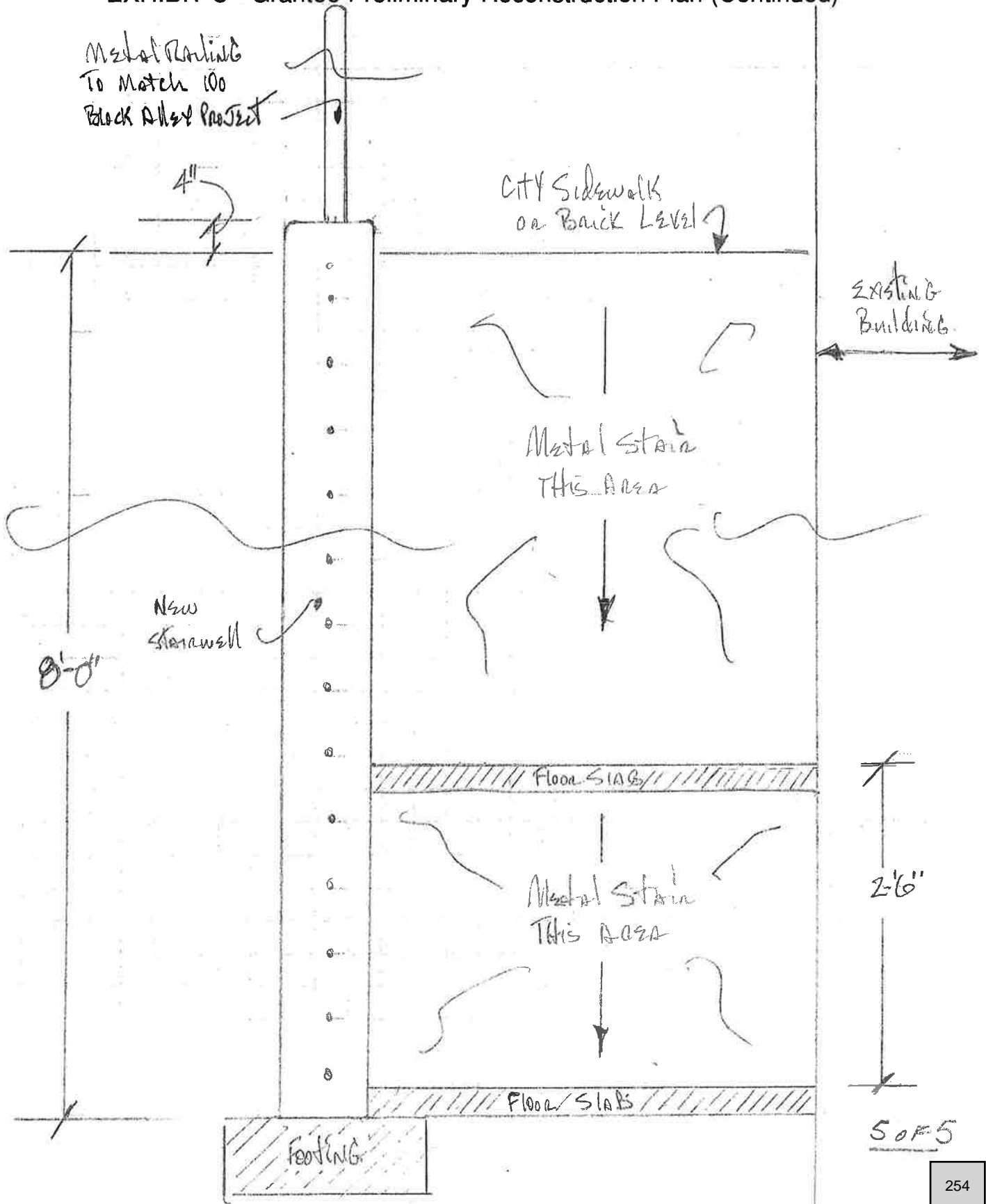


EXHIBIT C - Grantee Preliminary Reconstruction Plan (Continued)

Additional Construction Requirements:

Proof of 95% compaction using the standard proctor test method required after every 3 feet of backfill, in elevation.

Compaction required up to the current sidewalk grades with a City approved hard surfacing prior to the work of the City's awarded contractor in the excavation area denoted on page 5 of Exhibit C.

EXHIBIT D - PERPETUAL STAIRWAY EASEMENT AGREEMENT

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

PERPETUAL STAIRWAY EASEMENT AGREEMENT

This Stairway Easement Agreement ("Agreement") is made this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, a municipality ("City"), and _____ ("Grantee").

WHEREAS, Grantee is the owner of property in the downtown area of the City legally described as _____ and commonly known as _____ Main Street?, in Cedar Falls, Iowa ("Grantee Property"); and

WHEREAS, the City and Grantee entered into a certain Temporary Construction Easement Agreement for Stairway dated the ____ day of _____, 2021, which was approved by the City Council by Resolution No. _____, on the ____ day of _____, 2021 ("Temporary Easement Agreement"); and

WHEREAS, pursuant to the Temporary Easement Agreement, Grantee reconstructed a stairway and opening that is located within the City right-of-way that provides below grade access to adjacent Grantee property, such stairway and opening as reconstructed being generally described in Exhibit "A" attached (the "Reconstructed Stairway"); and

WHEREAS, the Grantee has agreed to maintain the Stairway in the future as well as assume full responsibility for and to hold the City harmless from and indemnify the City for injuries occurring on or due to the Reconstructed Stairway; and

WHEREAS, as part of the Temporary Easement Agreement, the City and Grantee agreed that all terms and conditions of the Temporary Easement Agreement were met, that a permanent easement agreement would be entered into between the parties; and

WHEREAS, all such terms and conditions of the Temporary Easement Agreement have been met and the parties now wish to execute the agreed upon permanent easement agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Grantee agree as follows:

1. Grant and Purpose of Easement. The City grants and conveys to the Grantee a permanent, exclusive Easement for the use of the Reconstructed Stairway. The exact area of the Easement is depicted in Exhibit "B" attached. The purpose of this easement is for use and occupancy of the Reconstructed Stairway for access to the Grantee Property. Grantee has the right to prohibit and exclude public use of the Reconstructed Stairway during the term of this Agreement.
2. Term of Easement. The Easement granted herein is permanent unless and until the City, in its sole discretion, removes or eliminates the Reconstructed Stairway, or the Reconstructed Stairway is abandoned by the Grantee, or if Grantee is in material breach of the terms of this Agreement after a reasonable opportunity to cure such breach.
3. Repair and Maintenance of Reconstructed Stairway. Grantee shall maintain the Reconstructed Stairway in a reasonably safe and serviceable condition at Grantee's sole expense. Grantee shall notify the City in writing in advance of any maintenance or repair work to be done on the Reconstructed Stairway and shall obtain the required licenses and permits for such work. Such repair and maintenance shall be done in conformance with City, state and federal statutes, rules, regulations and standards. No such work shall be done without prior approval of the City, which approval shall not be unreasonably withheld. Grantee acknowledges that the City is not responsible for repair, reconstruction or maintenance of the Reconstructed Stairway in the event of damage to the Reconstructed Stairway by any cause during the term of this agreement.
4. Reservation of Rights by the City. Except for the Easement granted herein, the City reserves any and all ownership rights to use and occupy the Reconstructed Stairway as City right-of-way. Nothing herein shall be construed as any limitation on the City's right of access to and occupancy of the Reconstructed Stairway for any purpose.
5. Hold Harmless and Indemnification. Grantee agrees to indemnify, defend and hold harmless the City and its elected and appointed officials, and all its employees and agents from and against any and all action or cause of action, claim, demand, liability, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injury to or death of any person or persons, or causing property damage, happening in, on or because of the Reconstructed Stairway, during the term of this Agreement. Nothing herein is intended to create any rights in or for the benefit of any person not a party to this Agreement, or such person's successors or assigns.
6. Insurance. Grantee agrees to maintain liability insurance with any reputable insurer authorized to do business in the State of Iowa for coverage for any and all liabilities assumed in this Agreement.
7. Binding Effect. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns and shall run with the Grantee Property.
9. Entire Agreement and Amendments. This Agreement sets forth all the agreements, terms, covenants and conditions between the City and the Grantee concerning the

Reconstructed Stairway easement, and supersedes and replaces any previous agreement governing the same subject matter. No amendment to this Agreement shall be valid unless in writing and signed by the City and the Grantee.

IN WITNESS WHEREOF, the City and Grantee have executed this Stairway Easement Agreement to be effective as of the date first written above.

CITY

GRANTEE

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

By: _____

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

State of Iowa)
)
County of Black Hawk)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2021, by _____.

(seal)

Notary Public in and for the State of Iowa

My commission expires: _____

**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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: April 29th, 2021

SUBJECT: Greenhill Road & South Main Street Intersection Improvements Project
City Project Number: RC-178-3228
City-State Agreement, TSIP

Please find attached the Greenhill Road & South Main Street Intersection Improvements Project Agreement for review and approval. The agreement will provide funding for the reconstruction project. The Greenhill Road & South Main Street Intersection Improvements project will include reconstruction of the signalized intersection at S Main Street and Greenhill Road with an updated round-a-bout design. This design will still incorporate the two lanes in each direction along Greenhill, and one lane in each direction along S. Main Street, with the exception of an additional south bound right turn only lane toward the west when driving south down S. Main Street. This project will include improvements to the storm sewer, and other miscellaneous roadway items, while also replacing the existing wooden privacy fence with a new, more robust, vinyl alternative.

The Traffic Safety Improvement Program (TSIP) and the agreement for Traffic Safety Improvement Program Funding administered through the Iowa Department of Transportation will provide \$500,000 in approved funding awarded by the Iowa Transportation Commission Order No. H-2020-32 on December 8, 2020.

The Engineering Division recommends approval of the Cedar Heights Drive Reconstruction Project Agreement with the Iowa Department of Transportation. Please sign and return originals to the Engineering Division for further processing.

If you have any questions or comments, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
David Wicke, PE, City Engineer

February 2021

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
 (Site-Specific Improvement)

County	<u>Black Hawk</u>
Recipient	<u>Cedar Falls</u>
Project No.	<u>CS-TSF-1185(656)--85-07</u>
Iowa DOT	
Agreement No.	<u>2022-TS-004</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Cedar Falls, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2020-32 on December 8, 2020.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Eastern Region Local Systems Field Engineer. The Recipient's contact person shall be David Wicke, City Engineer.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Cedar Falls:

The construction of a roundabout on Greenhill Road at Main Street. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$ 500,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

February 2021

- c. If a letting is required, the project shall be let to contract before July 1, 2023, but no earlier than July 1, 2021. If a letting is not required, project activities shall be initiated prior to July 1, 2023. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

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5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

February 2021

- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2021.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten

February 2021

(10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- i. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

February 2021

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-TS-004 as of the date shown opposite its signature below.

City of Cedar Falls, Iowa:

By: _____ Date _____, 20____.

Title: _____

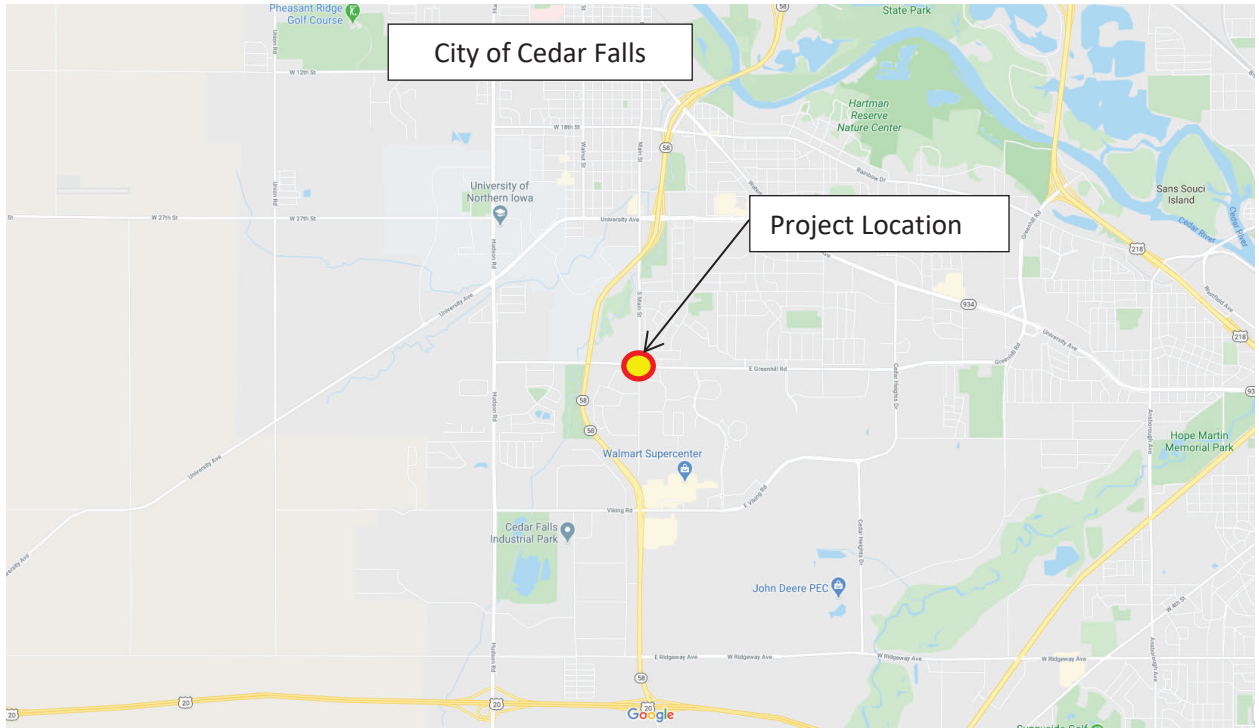
I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the _____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Cedar Falls, Iowa

Iowa Department of Transportation:

By: _____ Date _____, 20____.

Steve J. Gent
Director,
Traffic and Safety Bureau



**Proposed Public Improvements -Greenhill Road Corridor
 South Main Street to Coneflower Parkway**

Cedar Falls, Iowa

Engineer's Rough Order Magnitude of Cost
 Estimate of Quantities - April 24, 2020

Item No	Description	Unit	Unit Price	TSIP Eligible Quantity	TSIP Eligible Cost	Non-TSIP Eligible Quantity	Non-TSIP Eligible Cost	Total Cost
1	Excavation, Class 10	CY	\$ 5			10,500	\$ 52,500	\$ 52,500.00
2	Subgrade Preparation	SY	\$ 3			15,200	\$ 45,600	\$ 45,600.00
3	Modified Subbase	CY	\$ 7	15,200	\$ 106,400			\$ 106,400.00
4	Topsoil, Strip, Salvage and Respread	CY	\$ 8			3,500	\$ 28,000	\$ 28,000.00
5	Remove Existing Intake	EA	\$ 900			6	\$ 5,400	\$ 5,400.00
6	Remove Existing Manhole	EA	\$ 900			1	\$ 900	\$ 900.00
7	Remove Storm Sewer	LF	\$ 25			540	\$ 13,500	\$ 13,500.00
8	Storm Sewer RCP	LF	\$ 90			1,240	\$ 111,600	\$ 111,600.00
9	Storm Sewer Intake, SW-510	EA	\$ 6,500			8	\$ 52,000	\$ 52,000.00
10	Storm Sewer Manhole, SW-501	EA	\$ 4,000			2	\$ 8,000	\$ 8,000.00
11	Removal of Pavement	SY	\$ 8			9,600	\$ 76,800	\$ 76,800.00
12	PCC Pavement, 10"	SY	\$ 70	10,300	\$ 721,000			\$ 721,000.00
13	Concrete Median, Colored	SY	\$ 90			1,405	\$ 126,450	\$ 126,450.00
14	Truck Apron, Colored	SY	\$ 90	570	\$ 51,300			\$ 51,300.00
15	Pavement Markings	LS	\$ 10,000	1	\$ 10,000			\$ 10,000.00
16	Removal of Sidewalk	SY	\$ 10			2,200	\$ 22,000	\$ 22,000.00
17	PCC Sidewalk, 5"	SY	\$ 45			2,450	\$ 110,250	\$ 110,250.00
18	Detectable Warnings	SF	\$ 45			340	\$ 15,300	\$ 15,300.00
19	Removal and Replacement of Wood Fence	LF	\$ 60			1,200	\$ 72,000	\$ 72,000.00
20	Retainig Wall	LF	\$ 45			2,000	\$ 90,000	\$ 90,000.00
21	Mobilization		\$ 130,000			1	\$ 130,000	\$ 130,000.00
22	Traffic Control	LS	\$ 50,000			1	\$ 50,000	\$ 50,000.00
23	Traffic Signal Removal	LF	\$ 30,000			1	\$ 30,000	\$ 30,000.00
24	Lighting	LS	\$ 60,000	1	\$ 60,000			\$ 60,000.00
25	Construction Survey	LS	\$ 25,000			1	\$ 25,000	\$ 25,000.00
26	Landscaping / Restoration	LS	\$ 45,000			1	\$ 45,000	\$ 45,000.00
27	Erosion Control	LS	\$ 15,000			1	\$ 15,000	\$ 15,000.00
28	Utility Relocation	LS	\$ 400,000			1	\$ 400,000	\$ 400,000.00
SubTotal					\$ 948,700.00		\$ 1,525,300.00	

Rough Order of Magnitude Construction Cost

\$ 2,474,000.00

**EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



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: April 28, 2021

SUBJECT: Professional Services Agreement
 Snyder & Associates, Inc.
 2021 Survey Services
 MC-000-3282

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. that outlines the scope of services and costs for 2021 Survey Services. The Professional Services Agreement approved on the April 5th council had a redundant error in the total Not to Exceed total of the agreement. Attached for Council approval is the corrected agreement that provides for construction survey for five (5) specific ongoing construction projects and allows for other professional land surveying services which may be required on an “as needed” basis for a total Not to Exceed total of \$200,000.

The City of Cedar Falls’ Land Surveyor resigned on April 22nd, 2021. Due to the vacated position, the City will require professional land surveying services while the City seeks out candidates to fill the vacant position. The length of this transition is unknown and it is important for the completion of current construction projects and the development and design of future projects that the City has access to professional land surveying services. It was estimated that the Land Surveyor position provides approximately \$15,000 a month in survey services. This agreement with Snyder & Associates, Inc. falls in line with that estimate of rates and is intended to cover the following projects: Cyber Lane Extension, Cedar Heights Drive, Oak Park Blvd. Sewer Replacement, Industrial Park Expansion, and W. Viking Road Reconstruction.

The Department of Public Works requests your consideration and approval of this Professional Services Agreement with Snyder & Associates, Inc. for “on-call” surveying services.

If you have any questions or comments feel free to contact me.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**2021 Survey Services
Cedar Falls, Iowa
City Project Number: MC-000-3282**

This Agreement is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A, Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Two Hundred Thousand Dollars (\$200,000).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Lindsay Beaman

Printed Name: Robert M. Green

Printed Name: Lindsay Beaman

Title: Mayor of Cedar Falls

Title: Business Unit Leader

Date: _____

Date: April 6, 2021

Exhibit A

Construction Survey Services Cedar Falls, Iowa City Project Number: MC-000-3282

SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall include the services and supplies to complete the following tasks:

Objective: The CLIENT seeks to complete construction of multiple projects for which the CONSULTANT has assisted the CLIENT during the design and letting process. These projects include the Cyber Lane Extension project, Cedar Heights Drive Reconstruction project, Oak Park Blvd. Sewer Replacement project, Industrial Park Expansion project and W. Viking Road Reconstruction project.

Construction survey scope shall include the following:

The CONSULTANT shall be responsible for providing construction staking for the Projects listed with the tasks below. The construction documents will contain a provision that the CONSULTANT will provide one set of stakes for each construction operation of the Project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

After completion of construction, the CONSULTANT shall perform field survey as required to verify which monuments found during the original survey and identified in the construction plans, if any, were disturbed or removed during construction. All disturbed or missing monuments identified shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Black Hawk County Recorder.

TASK A – Cyber Lane Extension

Complete the construction survey scope listed above for the Cyber Lane Extension project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK B – Cedar Heights Drive

Complete the construction survey scope listed above for the Cedar Heights Drive project. Construction for this project is to begin 2021 and end in 2023. All construction survey scope should be completed by May 1, 2023 for this Task.

TASK C – Oak Park Blvd. Sewer Replacement

Complete the construction survey scope listed above for the Oak Park Blvd. Sewer Replacement project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK D – Industrial Park Expansion

Complete the construction survey scope listed above for the Industrial Park Expansion Mass Grading and Phase I Infrastructure Improvement project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK E – W. Viking Road Reconstruction

Complete the construction survey scope listed above for the W. Viking Road Reconstruction project. The timeline for this construction has not yet been established. For purposes of this agreement it is assumed that all construction survey scope should be completed by November 30, 2022 for this Task.

OTHER SERVICES

The Client may request Other Services from the Consultant not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Consultant; or requesting additional work items that increase the Consultant's Services and corresponding costs. Included in potential additional work items are right-of-way and/or acquisition services, utility relocation survey and/or staking, one-on-one property owner meetings, construction survey for items not included in the project bid documents and construction survey beyond that noted above.

Upon initiation of Other Services, the Consultant will submit, in writing to the Client, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses in place at the time the services are to be completed.

COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the CONSULTANT in accordance with the terms and conditions of the Agreement. Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Two Hundred Thousand Dollars (\$200,000).

Exhibit B

**2021 Survey Services
Cedar Falls, Iowa
City Project Number MC-000-3282**

Original 12/13/11
Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
 The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no

later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to

the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

Construction Survey Services
Cedar Falls, Iowa
City Project No. MC-000-3282

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

Automobile:

\$1,000,000

(Combined Single Limit)

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

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

Umbrella:

\$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions:

\$1,000,000

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

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

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

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

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

Construction Survey Services
Cedar Falls, Iowa
City Project No. MC-000-3282

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

Construction Survey Services
Cedar Falls, Iowa
City Project No. MC-000-3282

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (4/ Item 29.

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 DONAGHY-KEMPTON INSURORS PO BOX 3287 DES MOINES IA 50316-0287	CONTACT NAME: Brian Donaghy PHONE (A/C. No. Ext): 515-288-8545 E-MAIL ADDRESS: brian@dki-ins.com	FAX (A/C. No): 515-288-2422	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Snyder & Associates Inc 2727 SW Snyder Blvd Ankeny IA 50023-8402	INSURER A : UNITED FIRE GROUP		13021
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 251724956 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60376805	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60376805	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		60376805	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	30304469	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			60376805	10/1/2020	10/1/2021	BPP \$2,288,000
A	Inland Marine			60376805	10/1/2020	10/1/2021	Leased & Rented \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

CERTIFICATE HOLDER CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 60376805

COMMERCIAL MULTIPLE LINE
IL 70 84 06 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

SCHEDULE**Name of Organization:**

CITY OF CEDAR FALLS IA

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

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
 - d. Damages under **Coverage H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added :**
8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
9. **Coverage G - Product Recall Expense**
 Aggregate Limit \$50,000
 Each Product Recall Limit \$25,000
- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
 - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.
- We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.
- We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. **Aggregate Limits of Insurance (Per Location)**
 The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**
 The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:
 The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement;
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE** , a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .
For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" **c.** is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D. Item 9. "Insured Contract" **f.(1)** is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
 - b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.

Exhibit C

**2021 Survey Services
Cedar Falls, Iowa
City Project Number MC-000-3282**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant
Project No. 121.0360.08

Construction Survey Services
Cedar Falls, Iowa
City Project No. MC-000-3282

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. 121.0360.08

Construction Survey Services
Cedar Falls, Iowa
City Project No. MC-000-3282

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



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 & City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: April 29, 2021

SUBJECT: Cedar Heights Drive Reconstruction Project
 City Project No.: RC-000-3171
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Cedar Heights Drive Reconstruction Project.

This project is under the direction of the City of Cedar Falls. However, the Iowa DOT is the contracting authority and will conduct the letting for this project. This project involves the reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection.

The overall project cost is \$7,560,000. The City received a \$2,900,000 Surface Transportation Block Grant (STBG) and \$500,000 through the Traffic Safety Improvement Program (TSIP). The remaining funds will be provided by General Obligation Bonds, Local Sales Tax, Street Construction Fund, and also from Cedar Falls Utilities.

The electronic Plans, Specifications, and Estimate of Costs and Quantities are available upon request for your review at the City Clerk's Office. The Engineering Division recommends receiving, filing, and adopt the plans.

Xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

LETTING DATE
 MAY 18, 2021
 PCC PAVEMENT - GRADE AND REPLACE
 STBG-SWAP-1185(652)--SG-07
 CITY OF CEDAR FALLS

This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to section 2602 of the standard specifications for additional information.

All applicable Standard Road Plans are shown on Sheet C.8

281-1
18-18-16
SECTION 404 PERMIT AND CONDITIONS
 Construct this project according to the requirements of U.S. Army Corps of Engineers Nationwide Permit 14, Permit No. CEMVR-00-P-2828-0147. A copy of this permit is available from the Iowa DOT website (<http://www.enrpermits.iowadot.gov/>). The U.S. Army Corps of Engineers reserves the right to visit the site without prior notice.



Highway Division

PLANS OF PROPOSED IMPROVEMENT ON THE URBAN ROAD SYSTEM CITY OF CEDAR FALLS

PCC PAVEMENT - GRADE AND REPLACE

IN THE CITY OF CEDAR FALLS, ON CEDAR HEIGHTS DR.
FROM GREENHILL RD SOUTH 0.8 MILES TO VIKING RD

SCALES: As Noted

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

VALUE ENGINEERING SAVES. REFER TO ARTICLE 1105.14 OF THE SPECIFICATIONS.

	TOT 38
Item 30.	
PROJECT IDENTIFICATION NUMBER	
IOWA DOT PROJECT NUMBER	
STBG-SWAP-1185(652)--SG-07	
CITY OF CEDAR FALLS PROJECT NUMBER	
RC-000-3171	
R.O.W. PROJECT NUMBER	

NO.	DESCRIPTION
A.1	TITLE SHEET
A.2	LOCATION MAP
A.3	LEGEND
B.1-B.6	TYPICAL SECTIONS AND DETAILS
C.1-C.20	QUANTITIES, ESTIMATE REFERENCE, AND TABULATIONS
D.1-D.9	PLAN AND PROFILE - CEDAR HEIGHTS DR
E.1-E.4	PLAN AND PROFILE - SIDEROADS
F.1	PLAN AND PROFILE - DETOUR
G.1-G.13	SURVEY CONTROL AND REFERENCE INFORMATION
H.1-H.12	RIGHT-OF-WAY
J.1-J.37	TRAFFIC CONTROL AND STAGING
K.1-K.19	PLAN AND PROFILE - ROUNDABOUTS
L.1-L.32	GEOMETRIC, STAKING, AND JOINTING
LS.1-LS.23	LANDSCAPING
M.1-M.14	STORM SEWER
MSA.1-MSA.5	SANITARY SEWER
MWM.1-MWM.10	WATER MAIN
N.1-N.17	PAVEMENT MARKINGS AND PERMANENT SIGNAGE
P.1-P.8	LIGHTING LAYOUT
R.1-R.12	REMOVALS
RC.1-RC.6	SEDIMENT CONTROL QUANTITIES
RR.1-RR.12	EROSION CONTROL PLAN
RU.1	EROSION CONTROL DETAILS
S.1-S.26	SIDEWALK
T.1-T.13	EARTHWORK QUANTITIES
U.1-U.5	MISCELLANEOUS DETAILS
U.6	PLAN & PROFILE - RETAINING WALL
W.1-W.75	CROSS SECTIONS

MILEAGE SUMMARY			
DIV.	LOCATION	LIN. FT.	MILES
1	CEDAR HEIGHTS DRIVE, STA. 10+00 TO 58+59.60	4,859.60	0.92

For Project Location Map
Refer to Sheet No. A.2



DESIGN DATA URBAN			
2017	AADT	10,000	V.P.D.
2045	AADT	16,000	V.P.D.
2045	DHV	1,600	V.P.H.
	TRUCKS	1%	%
	Total		
	Design ESALs	--	

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	PATRICK D. SCHWICKERATH	PRIMARY SIGNATURE BLOCK
G.1	TERRY COADY	SURVEY CONTROL AND REFERENCE INFORMATION, RIGHT-OF-WAY
LS.1	ANDREW T. MEESMANN	LANDSCAPING
P.1	JUSTIN C. JACKSON	LIGHTING LAYOUT, PAVEMENT MARKINGS, AND SIGNAGE



LEAD AGENCY	
CITY OF CEDAR FALLS	
 City Engineer David Wicke, PE	2/12/2021 Date

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.

Patrick D. Schwickerath 02/12/2021
 Patrick D. Schwickerath, P.E. Date

License Number P18652
 My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
ALL SHEETS EXCEPT G-SHEETS, H-SHEETS, LS-SHEETS, N-SHEETS, AND P-SHEETS

OPINION OF PROBABLE PROJECT COSTS



Division 1: Participating, Roadway Items: SWAP Funding
 Division 2: Participating, CS-TSF-1185(653)-85-07 [Supplemented with SWAP Funding]
 Division 3: Non-Participating, 100% City of Cedar Falls Funding
 Division 4: Non-Participating, Water Main Items: 100% City of Cedar Falls Funding

CEDAR HEIGHTS DRIVE RECONSTRUCTION
 FROM GREENHILL RD TO VIKING RD
 CEDAR FALLS, IOWA
 119.0263.08

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY				UNIT PRICE	EXTENDED PRICE				TOTAL COST
				DIV 1	DIV 2	DIV 3	DIV 4		DIV 1	DIV 2	DIV 3	DIV 4	
1	2101-0850002	Clearing and Grubbing	UNIT	187	38			\$ 40.00	\$ 7,480.00	\$ 1,520.00	\$ -	\$ -	\$ 9,000
2	2102-2625001	Embankment-In-Place, Contractor Furnished	CY	19855	3605			\$ 10.00	\$ 198,550.00	\$ 36,050.00	\$ -	\$ -	\$ 234,600
3	2102-2710070	Excavation, Class 10, Roadway and Borrow	CY	9305	7882			\$ 8.00	\$ 74,440.00	\$ 63,056.00	\$ -	\$ -	\$ 137,496
4	2102-2710080	Excavation, Class 10, Unsuitable or Unstable Material	CY	535.5	272.2			\$ 14.00	\$ 7,497.00	\$ 3,810.80	\$ -	\$ -	\$ 11,308
5	2105-8425015	Topsoil, Strip, Salvage and Spread	CY	8233	3749			\$ 20.00	\$ 164,660.00	\$ 74,980.00	\$ -	\$ -	\$ 239,640
6	2107-0875100	Compaction With Moisture Control	CY	35116	12569			\$ 3.25	\$ 114,127.00	\$ 40,849.25	\$ -	\$ -	\$ 154,976
7	2109-8225100	Special Compaction of Subgrade	STA	57.27	32.06			\$ 900.00	\$ 51,543.00	\$ 28,854.00	\$ -	\$ -	\$ 80,397
8	2110-3825010	Granular Material	TON	513.8	111.3			\$ 25.00	\$ 12,845.00	\$ 2,782.50	\$ -	\$ -	\$ 15,628
9	2113-0001100	Subgrade Stabilization Material, Polymer Grid	SY	2409.5	1224.9			\$ 5.00	\$ 12,047.50	\$ 6,124.50	\$ -	\$ -	\$ 18,172
10	2115-0100000	Modified Subbase	CY	5208.7	2647.1			\$ 35.00	\$ 182,304.50	\$ 92,648.50	\$ -	\$ -	\$ 274,953
11	2121-7425010	Granular Shoulders, Type A	TON	93.4				\$ 30.00	\$ 2,802.00	\$ -	\$ -	\$ -	\$ 2,802
12	2123-7450000	Shoulder Construction, Earth	STA	4.45				\$ 500.00	\$ 2,225.00	\$ -	\$ -	\$ -	\$ 2,225
13	2123-7450020	Shoulder Finishing, Earth	STA	82.68	27.97			\$ 150.00	\$ 12,402.00	\$ 4,195.50	\$ -	\$ -	\$ 16,598
14	2212-5070321	Patches, Partial-Depth Repair, P.C.C.	SF		8			\$ 125.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000
15	2213-6745700	Removal of Flumes	EACH		1			\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ 500
16	2213-7100400	Relocation Of Mail Boxes	EACH	9				\$ 500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500
17	2301-1033080	Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 8 in.	SY	18348.2	9381.8			\$ 60.00	\$ 1,100,892.00	\$ 562,908.00	\$ -	\$ -	\$ 1,663,800
18	2301-4875006	Median, P.C. Concrete, 6 in.	SY	157.5	193.2			\$ 75.00	\$ 11,812.50	\$ 14,490.00	\$ -	\$ -	\$ 26,303
19	2301-6911722	PCC Pavement Samples	LS	0.5	0.5			\$ 2,500.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ 2,500
20	2304-0101000	Temporary Pavement	SY	1560.1	1673.8			\$ 65.00	\$ 101,406.50	\$ 108,797.00	\$ -	\$ -	\$ 210,204
21	2315-8275025	Surfacing, Driveway, Class A Crushed Stone	TON	647.2				\$ 22.00	\$ 14,238.40	\$ -	\$ -	\$ -	\$ 14,238
22	2401-6750001	Removals, As Per Plan	LS	0.5	0.5			\$ 1,000.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 1,000
23	2414-6460000	Ornamental Metal Railing	LF	84				\$ 165.00	\$ 13,860.00	\$ -	\$ -	\$ -	\$ 13,860
24	2416-0100024	Aprons, Concrete, 24 in. Dia.	EACH	2	1			\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ -	\$ -	\$ 4,500
25	2416-0100030	Aprons, Concrete, 30 in. Dia.	EACH	1	1			\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ 3,200
26	2416-0100036	Aprons, Concrete, 36 in. Dia.	EACH	1				\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700
27	2416-0100048	Aprons, Concrete, 54 in. Dia.	EACH	1				\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000
28	2416-1180024	Culvert, Concrete Roadway Pipe, 24 in. Dia.	LF	84				\$ 90.00	\$ 7,560.00	\$ -	\$ -	\$ -	\$ 7,560
29	2417-0225015	Aprons, Metal, 15 in. Dia.	EACH	4	2			\$ 700.00	\$ 2,800.00	\$ 1,400.00	\$ -	\$ -	\$ 4,200
30	2417-1040015	Culvert, Corrugated Metal Entrance Pipe, 15 in. Dia.	LF	139	45			\$ 30.00	\$ 4,170.00	\$ 1,350.00	\$ -	\$ -	\$ 5,520
31	2430-0000100	Modular Block Retaining Wall	SF		153			\$ 65.00	\$ -	\$ 9,945.00	\$ -	\$ -	\$ 9,945
32	2435-0130148	Manhole, Sanitary Sewer, SW-301, 48 in.	EACH			7		\$ 5,500.00	\$ -	\$ -	\$ 38,500.00	\$ -	\$ 38,500
33	2435-0130348	Manhole, Sanitary Sewer, SW-303, 48 in.	EACH			1		\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000
34	2435-0140148	Manhole, Storm Sewer, SW-401, 48 in.	EACH			1		\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500
35	2435-0140160	Manhole, Storm Sewer, SW-401, 60 in.	EACH	2	2			\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 24,000
36	2435-0140184	Manhole, Storm Sewer, SW-401, 84 in.	EACH	1				\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000
37	2435-0140196	Manhole, Storm Sewer, SW-401, 96 in.	EACH	1				\$ 14,500.00	\$ 14,500.00	\$ -	\$ -	\$ -	\$ 14,500
38	2435-0250100	Intake, SW-501	EACH		2			\$ 4,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 8,000
39	2435-0250300	Intake, SW-503	EACH	2	3			\$ 7,000.00	\$ 14,000.00	\$ 21,000.00	\$ -	\$ -	\$ 35,000
40	2435-0250500	Intake, SW-505	EACH	19	6			\$ 4,750.00	\$ 90,250.00	\$ 28,500.00	\$ -	\$ -	\$ 118,750
41	2435-0250600	Intake, SW-506	EACH	22	7			\$ 6,500.00	\$ 143,000.00	\$ 45,500.00	\$ -	\$ -	\$ 188,500
42	2435-0250610	Intake, SW-506 Modified	EACH	6				\$ 8,000.00	\$ 48,000.00	\$ -	\$ -	\$ -	\$ 48,000
43	2435-0250904	Intake, SW-509, Top Only	EACH	1				\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500
44	2435-0251000	Intake, SW-510	EACH		1			\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500
45	2435-0251224	Intake, SW-512, 24 in.	EACH	4	1			\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ -	\$ -	\$ 12,500
46	2435-0251230	Intake, SW-512, 30 in.	EACH	1	1			\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ 4,800
47	2435-0600020	Manhole Adjustment, Major	EACH	1	2			\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ -	\$ -	\$ 6,000
48	2435-0600120	Intake Adjustment, Major	EACH		1			\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 3,000
49	2499-3575000	Special Flume	EACH		1			\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000
50	2502-6745952	Removal of Subdrain	LF	7200	3250			\$ 5.00	\$ 36,000.00	\$ 16,250.00	\$ -	\$ -	\$ 52,250
51	2502-8212036	Subdrain, Longitudinal, (Shoulder) 6 in. Dia.	LF	8448.8	2682.2			\$ 11.00	\$ 92,936.80	\$ 29,504.20	\$ -	\$ -	\$ 122,441
52	2502-8213108	Subdrain, PVC, Standard, Non-Perforated, 8 in.	LF	20	96			\$ 25.00	\$ 500.00	\$ 2,400.00	\$ -	\$ -	\$ 2,900
53	2502-8221303	Subdrain Outlet, DR-303	EACH	104	43			\$ 210.00	\$ 21,840.00	\$ 9,030.00	\$ -	\$ -	\$ 30,870
54	2502-8221305	Subdrain Outlet, DR-305	EACH		1			\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ 375
55	2503-0110015	Storm Sewer Gravity Main, Trenched, 15 in.	LF	228	296			\$ 55.00	\$ 12,540.00	\$ 16,280.00	\$ -	\$ -	\$ 28,820
56	2503-0110018	Storm Sewer Gravity Main, Trenched, 18 in.	LF	82	52			\$ 65.00	\$ 5,330.00	\$ 3,380.00	\$ -	\$ -	\$ 8,710
57	2503-0110024	Storm Sewer Gravity Main, Trenched, 24 in.	LF	212	148			\$ 80.00	\$ 16,960.00	\$ 11,840.00	\$ -	\$ -	\$ 28,800
58	2503-0110030	Storm Sewer Gravity Main, Trenched, 30 in.	LF	588	78			\$ 95.00	\$ 55,860.00	\$ 7,410.00	\$ -	\$ -	\$ 63,270
59	2503-0114215	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 15 in.	LF	1024	340			\$ 55.00	\$ 56,320.00	\$ 18,700.00	\$ -	\$ -	\$ 75,020
60	2503-0114218	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 18 in.	LF	80	310			\$ 65.00	\$ 5,200.00	\$ 20,150.00	\$ -	\$ -	\$ 25,350
61	2503-0114224	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 24 in.	LF	646	76			\$ 80.00	\$ 51,680.00	\$ 6,080.00	\$ -	\$ -	\$ 57,760
62	2503-0114230	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 30 in.	LF	550	362			\$ 95.00	\$ 52,250.00	\$ 34,390.00	\$ -	\$ -	\$ 86,640
63	2503-0114236	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 36 in.	LF		1018			\$ 120.00	\$ 122,160.00	\$ -	\$ -	\$ -	\$ 122,160
64	2503-0114254	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 54 in.	LF		68			\$ 400.00	\$ 27,200.00	\$ -	\$ -	\$ -	\$ 27,200
65	2503-0200036	Remove Storm Sewer Pipe Less Than or Equal to 36 in.	LF	1296	303			\$ 20.00	\$ 25,920.00	\$ 6,060.00	\$ -	\$ -	\$ 31,980

OPINION OF PROBABLE PROJECT COSTS



Division 1: Participating, Roadway Items: SWAP Funding
 Division 2: Participating, CS-TSF-1185(653)-85-07 [Supplemented with SWAP Funding]
 Division 3: Non-Participating, 100% City of Cedar Falls Funding
 Division 4: Non-Participating, Water Main Items: 100% City of Cedar Falls Funding

CEDAR HEIGHTS DRIVE RECONSTRUCTION
 FROM GREENHILL RD TO VIKING RD
 CEDAR FALLS, IOWA
 119.0263.08

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY				UNIT PRICE	EXTENDED PRICE				TOTAL COST
				DIV 1	DIV 2	DIV 3	DIV 4		DIV 1	DIV 2	DIV 3	DIV 4	
66	2503-0200341	Storm Sewer Abandonment, Fill and Plug, Less Than or Equal to 36 in. Dia.	LF		80			\$ 45.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ 3,600
67	2504-0114008	Sanitary Sewer Gravity Main, Trenched, PVC, 8 in.	LF			1142		\$ 90.00	\$ -	\$ -	\$ 102,780.00	\$ -	\$ 102,780
68	2504-0200404	Sanitary Sewer Service Stub, PVC, 4 in.	LF			72		\$ 85.00	\$ -	\$ -	\$ 6,120.00	\$ -	\$ 6,120
69	2504-0240036	Remove Sanitary Sewer Pipe Less Than or Equal to 36 in.	LF			365		\$ 50.00	\$ -	\$ -	\$ 18,250.00	\$ -	\$ 18,250
70	2507-3250005	Engineering Fabric	SY	207.2	57.6			\$ 5.00	\$ 1,036.00	\$ 288.00	\$ -	\$ -	\$ 1,324
71	2507-6800061	Revetment, Class E	TON	143.2	40.9			\$ 50.00	\$ 7,160.00	\$ 2,045.00	\$ -	\$ -	\$ 9,205
72	2510-6745850	Removal of Pavement	SY	17838.3	9593.5			\$ 9.50	\$ 169,463.85	\$ 91,138.25	\$ -	\$ -	\$ 260,602
73	2510-6750600	Removal of Intakes and Utility Accesses	EACH	2	7	3		\$ 750.00	\$ 1,500.00	\$ 5,250.00	\$ 2,250.00	\$ -	\$ 9,000
74	2511-0302600	Recreational Trail, Portland Cement Concrete, 6 in.	SY	4047.5	1919.5			\$ 48.00	\$ 194,280.00	\$ 92,136.00	\$ -	\$ -	\$ 286,416
75	2511-0310100	Special Compaction of Subgrade For Recreational Trail	STA	36.94	18.18			\$ 350.00	\$ 12,929.00	\$ 6,363.00	\$ -	\$ -	\$ 19,292
76	2511-6745900	Removal of Sidewalk	SY	26.7	1268.4			\$ 10.00	\$ 267.00	\$ 12,684.00	\$ -	\$ -	\$ 12,951
77	2511-7526004	Sidewalk, P.C. Concrete, 4 in.	SY	68.7	129.8			\$ 55.00	\$ 3,778.50	\$ 7,139.00	\$ -	\$ -	\$ 10,918
78	2511-7528101	Detectable Warnings	SF	480	320			\$ 45.00	\$ 21,600.00	\$ 14,400.00	\$ -	\$ -	\$ 36,000
79	2512-1725256	Curb and Gutter, P.C. Concrete, 2.5 ft.	LF	35.3	622.6			\$ 60.00	\$ 2,118.00	\$ 37,356.00	\$ -	\$ -	\$ 39,474
80	2515-2475006	Driveway, P.C. Concrete, 6 in.	SY	395.3				\$ 55.00	\$ 21,741.50	\$ -	\$ -	\$ -	\$ 21,742
81	2515-2475007	Driveway, P.C. Concrete, 7 in.	SY	908.9	638.9			\$ 55.00	\$ 49,989.50	\$ 35,139.50	\$ -	\$ -	\$ 85,129
82	2515-6745600	Removal of Paved Driveway	SY	886.4	471.8			\$ 9.00	\$ 7,977.60	\$ 4,246.20	\$ -	\$ -	\$ 12,224
83	2519-4200090	Removal and Reinstallation of Fence, Decorative	LF	65				\$ 50.00	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 3,250
84	2520-3350015	Field Office	EACH	1				\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ -	\$ 12,500
85	2524-6765010	Remove and Reinstall Sign As Per Plan	EACH	11	4			\$ 250.00	\$ 2,750.00	\$ 1,000.00	\$ -	\$ -	\$ 3,750
86	2524-6765110	Removal of Type A Sign	EACH	12	8			\$ 65.00	\$ 780.00	\$ 520.00	\$ -	\$ -	\$ 1,300
87	2524-9276010	Perforated Square Steel Tube Posts	LF	242	690			\$ 14.00	\$ 3,388.00	\$ 9,660.00	\$ -	\$ -	\$ 13,048
88	2524-9325001	Type A Signs, Sheet Aluminum	SF	277	357			\$ 20.00	\$ 5,540.00	\$ 7,140.00	\$ -	\$ -	\$ 12,680
89	2525-0000120	Removal of Traffic Signalization	LS		1			\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000
90	2527-9263109	Painted Pavement Marking, Waterborne or Solvent-Based	STA	117.75	87.51			\$ 80.00	\$ 9,420.00	\$ 7,000.80	\$ -	\$ -	\$ 16,421
91	2527-9263131	Wet Retroreflective Removable Tape Markings	STA	20.83	84.58			\$ 125.00	\$ 2,603.75	\$ 10,572.50	\$ -	\$ -	\$ 13,176
92	2527-9263137	Painted Symbols and Legends, Waterborne or Solvent-Based	EACH	26	14			\$ 110.00	\$ 2,860.00	\$ 1,540.00	\$ -	\$ -	\$ 4,400
93	2527-9263180	Pavement Markings Removed	STA		36.5			\$ 125.00	\$ -	\$ 4,562.50	\$ -	\$ -	\$ 4,563
94	2528-2518000	Safety Closure	EACH	13	16			\$ 150.00	\$ 1,950.00	\$ 2,400.00	\$ -	\$ -	\$ 4,350
95	2528-8400048	Temporary Barrier Rail, Concrete	LF		687.5			\$ 17.50	\$ -	\$ 12,031.25	\$ -	\$ -	\$ 12,031
96	2528-8400256	Temporary Traffic Signals	EACH		1			\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000
97	2528-8445110	Traffic Control	LS	0.3	0.7			\$ 75,000.00	\$ 22,500.00	\$ 52,500.00	\$ -	\$ -	\$ 75,000
98	2528-8445113	Flaggers	EACH	10	20			\$ 500.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ -	\$ 15,000
99	2528-9109020	Temporary Lane Separator System	LF		580			\$ 10.00	\$ -	\$ 5,800.00	\$ -	\$ -	\$ 5,800
100	2528-9290050	Portable Dynamic Message Sign (PDMS)	CDAY	80	60			\$ 110.00	\$ 8,800.00	\$ 6,600.00	\$ -	\$ -	\$ 15,400
101	2533-4980005	Mobilization	LS	0.55	0.3	0.1	0.05	\$ 350,000.00	\$ 192,500.00	\$ 105,000.00	\$ 35,000.00	\$ 17,500.00	\$ 350,000
102	2552-0000300	Trench Compaction Testing	LS	0.5	0.2	0.1	0.2	\$ 10,000.00	\$ 5,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 10,000
103	2554-0112008	Water Main, Trenched, DIP, 8", Restrained Joints	LF				112	\$ 75.00	\$ -	\$ -	\$ -	\$ 8,400.00	\$ 8,400
104	2554-0112012	Water Main, Trenched, DIP, 12", Restrained Joints	LF				1874	\$ 95.00	\$ -	\$ -	\$ -	\$ 178,030.00	\$ 178,030
105	2554-0112012	Water Main, Trenchless, DIP, 12 in., Restrained Joints	LF				321	\$ 200.00	\$ -	\$ -	\$ -	\$ 64,200.00	\$ 64,200
106	2554-0202200	Fittings By Count, DIP, 12" MJ 22.5" Bend	EACH				5	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 6,000
107	2554-0202200	Fittings By Count, DIP, 12" MJ 45" Bend	EACH				20	\$ 900.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ 18,000
108	2554-0202200	Fittings By Count, DIP, 12" MJ 90" Bend	EACH				4	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000
109	2554-0202200	Fittings By Count, DIP, 12" MJ Cap	EACH				2	\$ 375.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 750
110	2554-0202200	Fittings By Count, DIP, 12" X 12" MJ Tee	EACH				3	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000
111	2554-0202200	Fittings By Count, DIP, 12" X 8" MJ Reducer	EACH				1	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ 650
112	2554-0202200	Fittings By Count, DIP, 8" MJ Cap	EACH				1	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 300
113	2554-0204107	Water Service Stub, Copper, 3/4 in.	EACH				7	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000
114	2554-0204115	Water Service Stub, Copper, 1-1/2 in.	EACH				1	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500
115	2554-0207012	Valve, Gate, DIP, 12 in.	EACH				4	\$ 3,400.00	\$ -	\$ -	\$ -	\$ 13,600.00	\$ 13,600
116	2554-0208008	Tapping Valve Assembly, 8 in.	EACH				1	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500
117	2554-0208012	Tapping Valve Assembly, 12 in.	EACH				2	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000
118	2554-0210201	Fire Hydrant Assembly, WM-201	EACH				2	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000
119	2554-0211008	Flushing Device (Blowoff), 8"	EACH				1	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000
120	2554-0211012	Flushing Device (Blowoff), 12"	EACH				2	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000
121	2554-0212020	Valve Box Extension	EACH				1	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ 675
122	2554-0214000	Fire Hydrant Adjustment	EACH				2	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000
123	2555-0000010	Deliver and Stockpile Salvaged Materials	LS				1	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000
124	2599-9999005	Storm Sewer Service Stub, PVC, 4"	EACH				7	\$ 1,400.00	\$ 9,800.00	\$ -	\$ -	\$ -	\$ 9,800
125	2599-9999005	Subdrain Cleanout, Type A-2, 6"	EACH				1	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ -	\$ -	\$ 6,000
126	2599-9999010	Landscaping, Lighting, Apron, & Pavers - Greenhill Road Roundabout	LS				1	\$ 211,550.00	\$ -	\$ -	\$ 211,550.00	\$ -	\$ 211,550
127	2599-9999010	Landscaping, Lighting, Apron, & Pavers - Huntington Road Roundabout	LS				1	\$ 127,465.00	\$ -	\$ -	\$ 127,465.00	\$ -	\$ 127,465
128	2599-9999010	Landscaping, Lighting, Apron, & Pavers - Viking Road Roundabout	LS				1	\$ 198,642.00	\$ -	\$ -	\$ 198,642.00	\$ -	\$ 198,642
129	2599-9999010	Lighting	LS	0.5	0.5			\$ 300,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ 300,000
130	2599-9999010	Maintenance of Postal Service	LS	0.5	0.5			\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 5,000
131	2599-9999010	Maintenance of Solid Waste Collection	LS	0.5	0.5			\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 5,000

OPINION OF PROBABLE PROJECT COSTS



Division 1: Participating, Roadway Items: SWAP Funding
 Division 2: Participating, CS-TSF-1185(653)-85-07 [Supplemented with SWAP Funding]
 Division 3: Non-Participating, 100% City of Cedar Falls Funding
 Division 4: Non-Participating, Water Main Items: 100% City of Cedar Falls Funding

CEDAR HEIGHTS DRIVE RECONSTRUCTION
 FROM GREENHILL RD TO VIKING RD
 CEDAR FALLS, IOWA
 119.0263.08

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY				UNIT PRICE	EXTENDED PRICE				TOTAL COST
				DIV 1	DIV 2	DIV 3	DIV 4		DIV 1	DIV 2	DIV 3	DIV 4	
132	2599-9999010	Traffic Signal Modification	LS			1		\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
133	2599-9999018	Removal of Revetment, Class E	SY	390				\$ 20.00	\$ 7,800.00	\$ -	\$ -	\$ -	\$ 7,800.00
134	2601-2634100	Mulching	ACRE	10	3.5			\$ 1,000.00	\$ 10,000.00	\$ 3,500.00	\$ -	\$ -	\$ 13,500.00
135	2601-2634105	Mulching, Bonded Fiber Matrix	ACRE	3.8	3.4			\$ 3,000.00	\$ 11,400.00	\$ 10,200.00	\$ -	\$ -	\$ 21,600.00
136	2601-2636043	Seeding and Fertilizing (Rural)	ACRE	5.6				\$ 2,000.00	\$ 11,200.00	\$ -	\$ -	\$ -	\$ 11,200.00
137	2601-2636044	Seeding and Fertilizing (Urban)	ACRE	3.8	3.4			\$ 3,000.00	\$ 11,400.00	\$ 10,200.00	\$ -	\$ -	\$ 21,600.00
138	2601-2640350	Special Ditch Control, Wood Excelsior Mat	SQ	243	49			\$ 20.00	\$ 4,860.00	\$ 980.00	\$ -	\$ -	\$ 5,840.00
139	2601-2642120	Stabilizing Crop - Seeding and Fertilizing (Urban)	ACRE	10	3.5			\$ 2,500.00	\$ 25,000.00	\$ 8,750.00	\$ -	\$ -	\$ 33,750.00
140	2602-0000020	Silt Fence	LF	3538	1469			\$ 2.25	\$ 7,960.50	\$ 3,305.25	\$ -	\$ -	\$ 11,266.00
141	2602-0000030	Silt Fence for Ditch Checks	LF	525				\$ 3.00	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,575.00
142	2602-0000071	Removal of Silt Fence or Silt Fence for Ditch Checks	LF	4063	1469			\$ 0.75	\$ 3,047.25	\$ 1,101.75	\$ -	\$ -	\$ 4,149.00
143	2602-0000101	Maintenance of Silt Fence or Silt Fence for Ditch Check	LF	406.3	146.9			\$ 0.75	\$ 304.73	\$ 110.18	\$ -	\$ -	\$ 415.00
144	2602-0000150	Stabilized Construction Entrance, EC-303	LF	180				\$ 35.00	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 6,300.00
145	2602-0000309	Perimeter and Slope Sediment Control Device, 9 in. Dia.	LF	8553	2607			\$ 2.75	\$ 23,520.75	\$ 7,169.25	\$ -	\$ -	\$ 30,690.00
146	2602-0000350	Removal of Perimeter and Slope Sediment Control Device	LF	8553	2607			\$ 0.75	\$ 6,414.75	\$ 1,955.25	\$ -	\$ -	\$ 8,370.00
147	2602-0000400	Temporary Intake or Manhole Cover Assembly	EACH	4	2			\$ 650.00	\$ 2,600.00	\$ 1,300.00	\$ -	\$ -	\$ 3,900.00
148	2602-0000410	Maintenance of Temporary Intake or Manhole Cover Assembly	EACH	4	2			\$ 50.00	\$ 200.00	\$ 100.00	\$ -	\$ -	\$ 300.00
149	2602-0000420	Removal of Temporary Intake or Manhole Cover Assembly	EACH	4	2			\$ 200.00	\$ 800.00	\$ 400.00	\$ -	\$ -	\$ 1,200.00
150	2602-0000530	Grate Intake Sediment Filter Bag	EACH	103	25			\$ 185.00	\$ 19,055.00	\$ 4,625.00	\$ -	\$ -	\$ 23,680.00
151	2602-0000540	Maintenance of Grate Intake Sediment Filter Bag	EACH	103	25			\$ 40.00	\$ 4,120.00	\$ 1,000.00	\$ -	\$ -	\$ 5,120.00
152	2602-0000550	Removal of Grate Intake Sediment Filter Bag	EACH	103	25			\$ 40.00	\$ 4,120.00	\$ 1,000.00	\$ -	\$ -	\$ 5,120.00
153	2602-0010010	Mobilizations, Erosion Control	EACH	10				\$ 500.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
154	2602-0010020	Mobilizations, Emergency Erosion Control	EACH	1				\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
155	2611-0000200	Trees, Furnished and Installed (With Warranty)	EACH			50		\$ 600.00	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
								Subtotal:	\$ 4,160,000.00	\$ 2,180,000.00	\$ 790,000.00	\$ 370,000.00	\$ 7,500,000.00
								Smoothness Incentive	\$ 20,000.00	\$ 10,000.00			
								Thickness Incentive	\$ 20,000.00	\$ 10,000.00			
CONSTRUCTION TOTAL:									\$ 4,200,000.00	\$ 2,200,000.00	\$ 790,000.00	\$ 370,000.00	\$ 7,560,000.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: April 29, 2021
SUBJECT: Design review of the property in the Central Business District Overlay

REQUEST: Request to approve a Central Business District Overlay Design review for interior renovation and updating façade materials for Taylor Veterinary Hospital.

PETITIONER: CJS Ventures LLC; Owner and Emergent Architects; Architect

LOCATION: 315 State Street

PROJECT #: DR21-004

PROPOSAL

The owner of 315 State Street parcel and the owner of Taylor veterinary Hospital are requesting a site plan design review to remodel some of the interior spaces and update the exterior façade of the existing building. The applicant does not propose any change of use but rather continuing the practice of veterinary hospital by doing minor updates and providing a new makeover to the property. The property is located in the Central Business District Overlay. See current and proposed facade images below. The proposed floor plans of the building are attached.



Proposed



BACKGROUND

315 State Street building was originally constructed in 1930. And several updates were made after the initial construction in 1950 and 1992. Taylor Vet Clinic is the oldest vet hospital in the same location in the state of Iowa. The character of the building originally looked more like a “home office”, and the current proposal is about improving the character of the building by removing the clipped roof gables and creating a more modern and commercial look keeping in mind the styles and the character of the surrounding properties.

This property is located within the C-3, Commercial District Zone (Section 26-172) and the Central Business District Overlay (CBD) (Section 26-189). The CBD requires any “substantial improvement” to an exterior façade to be reviewed by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189(f):

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

ANALYSIS

The following is an evaluation of the proposed changes according to the review standards in the Central Business District Overlay Zone:

1. Proportion: This criterion takes into account the relationship of the proposed horizontal elements (such as cornice lines, awnings, and canopies) and vertical elements (such as windows and doors) with the elements of adjacent buildings. Blank walls along the street level are to be discouraged. The applicant is proposing to retain the existing nature of the building and change the roofline, update the exterior façade and some minor interior remodel. The proposal is to enhance the look of the building keeping the use same and most of the building intact. The addition of windows on the second level and the replacement of front doors with an aluminum storefront door on the main level along the

east facade is also part of this proposal. These changes will allow the roofline to be aligned, and add more openings along the second level facing State Street. These changes are not consistent with other storefront design buildings in downtown, as the building was never designed to be a storefront building. The building originally had the impression of a home office and was later converted into a Veterinary hospital.

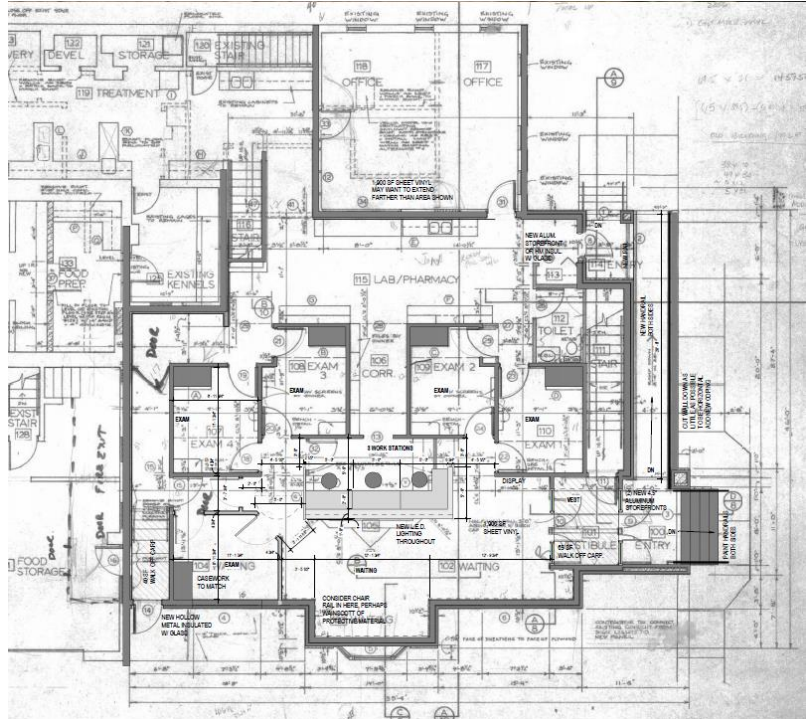
As per code, exceptions may be allowed for buildings on corner lots where window placement should be concentrated at the corner and maybe reduced along the secondary street façade and for the repurposing of buildings not originally designed as storefronts. The proportions of the proposed windows and doors are not consistent with those in the district and neighboring buildings. Since the building was designed for a home office and not as a storefront building, the applicant is requesting an exception to the window coverage requirement Section 26-189(i)(1) of the code. Staff finds that the proposed design is going to provide a modern look to the building and no major exterior change or the existing use of the building is being altered. **Staff supports an exception to the fenestration requirement in this case.**

2. **Roof shape, pitch, and direction:** The building's roofline is being altered. As per code, the similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. The proposal aims to change roofline at South facing dormer and east-facing facade from "clipped gable" to "gable". Part of the proposal also includes updating new shingles (similar to existing shingles) in some area and increase the width of the cantilever bump out. The proposal meets the criteria as there is no major alteration in the roofline or changing roof area. **This criterion has been met.**
3. **Pattern:** The pattern of solid surfaces and openings needs to be considered in the alteration of a building. The applicant is proposing to leave most of the building's facades as is while installing new doors as needed and will be creating more openings on the second level along the State Street façade. The composition of the existing stone pattern along with the cast stone coping on the main level and mixing two types of LP smart sidings will add more patterns to the existing building. Openings will be mostly unchanged, keeping the façade with more materials and fewer openings as the building was not originally designed as a storefront building. In sum, there will be three different patterns on the façade, including two types of LP smart sidings, stone and stucco as major patterns throughout the building. The applicant is attempting to update the existing building similar to other buildings in the surrounding context. **This criterion has been met.**
4. **Building Composition:** The proposed project is not about altering the use of the building and therefore will maintain the existing composition of façades. Few changes will be made to the building walls to retain existing building elements, reduce construction costs, and maintain the integrity of the original design. The proposal mostly includes cosmetic changes to the façade materials and changing roofline, but the majority of the structure will remain as is. **Staff finds the proposed application to be a cosmetic update to the existing composition of the building.**
5. **Windows and transparencies:** The CBD requires new storefront construction have a minimum of 70 percent of the storefront area between two and ten feet in height above the ground level to consist of clear and transparent storefront windows. Modifications to existing storefronts can maintain or expand their transparency percentage but decreasing the area is

discouraged and subject to the discretion of the Planning and Zoning Commission and City Council. Exceptions may be allowed for building on corner lots where window coverage should be concentrated at the corner, but maybe reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings.

In the case of the subject property, the applicant would like to retain the original context of the building and just update the façade materials, alter roofline, and do a minor interior remodel work for the existing use of Taylor Veterinary hospital and therefore is requesting an exception to the transparency requirements. Also, existing floor plan (shown below) limits the applicant to add any openings on

the main level as this property was never designed as a storefront building but more of a home office, which was then converted into a Veterinary hospital. The applicant will be replacing two entrance doors with new aluminum storefront doors and increase window coverage on the second level facing the State Street, thus slightly increasing the windows along the eastern façade of the building from the existing scenario. The openings along the south wall of the building are not altered and will remain as is. City staff notes that all the windows and aluminum storefront doors proposed will be clear and non-reflective and cannot be

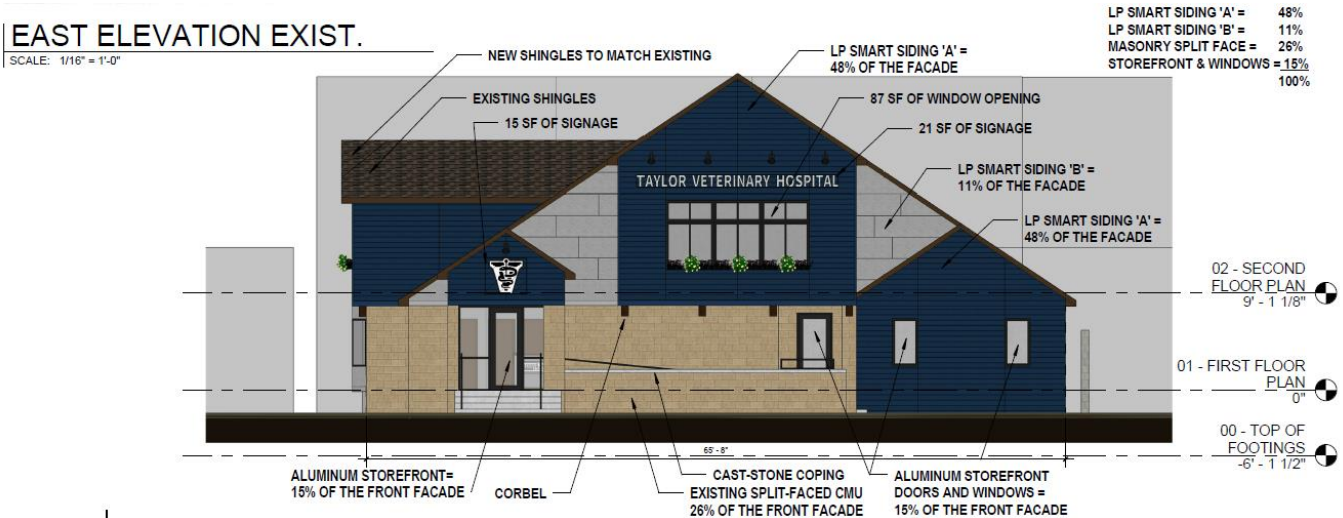


covered with privacy film to at least maintain the bare minimum transparency cover for the building. **Staff finds that the changes proposed will allow the building to remain as is and also creating windows and openings along the main level will be difficult as the floor plan restricts the applicant to add more openings. So, staff recommends approval of an exception to the windows coverage requirements.**

6. Materials and textures: For new construction or alteration, building materials should be compatible with the walls and roofs of buildings in the immediate area. Street-facing facades must be comprised of at least 50% brick, stone, or terra cotta as the primary material. And the side and rear walls shall be comprised of at least 25% brick, stone, or terra cotta. Fiber cement, aluminum, metal, pre-formed panels, painted wood, or anything similar may be used up to 35 percent of anyone siding material and up to 40 percent on any other sides of the building as secondary material.

The applicant is requesting an exception to this regulation as the intent of this proposal is not fully altering the building facades but to continue using existing materials on the façade. The proposed renovation would involve having 26 percent of the stone façade (primary material) and 59 percent of LP smart siding material (secondary material) along the eastern face of the building facing State Street. Applicant requests an exception to the required material percentages required along the street side façade as the idea is not to alter any physical

space of the existing building but more about providing a new makeover to the building. City staff finds this as a reasonable request as there is no use being altered for the exiting building. The proposed materials are in keeping with buildings materials in the district and meet the requirements of this section. **Staff finds that the changes proposed will allow the applicant to update the façade for Taylor Vet Clinic, so recommends approval of an exception to the material composition requirements in the code.**



7. **Color:** The proposed color alteration of the subject building will transform the existing ivory and brown color tones on the façade into the mixture of ivory, a tone of blue, and a hint of grey color. The existing stone façade will remain unaltered but the majority of the block and stucco with Tudor detailing's will be replaced with a mixture of blue and grey LP smart sidings. The proposal of new blue and grey tones would enhance the façade of the building. As per code, the similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of the building. Buildings in the CBD utilize earth and neutral tones, so other colors can accent and highlight the architectural features of a building. The proposed colors are neutral and compatible with the existing colors of the district. **This criterion has been met.**
8. **Architectural features:** The building is currently being used as a veterinary hospital and a housing unit. The applicant proposes to update the exterior façade of the building with a more modern and commercial look for the business. The proposal includes changing of roofline from "clipped gable" to "gable" roof at South facing dormer and at east-facing façade. The proposal also includes replacement of Tudor detailing's on the facades with composite board siding product giving more of contemporary look to the building and replacement of existing entrance door with aluminum storefront doors. The proposed replacement of windows, the addition of windows on the second level, and change of roofline is consistent with the district and add interest to the building. **This criterion has been met.**
9. **Building entries:** The existing building has two entrances along the eastern wall from State Street and another ingress/egress point along the south wall of the building, which can be accessed from the parking area from the city alley bordering the western lot line of parcel. The proposed renovation includes the replacement of existing exterior doors with new aluminum storefront doors. The proposal does not include any change in the existing building entries to the building. **This criterion does not apply to this review.**

10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed; **this criterion does not apply for this review.**
11. Signage: The applicant is proposing to update the existing wall sign along the eastern wall on the building by proposing two new wall signs along the eastern wall for the business. The property also has a free-standing sign in the southeast corner of the lot, and there are no plans to change the same at the moment. Walls signs may be approved administratively according to the standards in the code. Wall sign shall not exceed ten percent of the total wall area, and in no case shall exceed ten percent of the area of the storefront. Wall signs on storefronts shall not extend beyond or above an existing sign band or extend over or detract from the architectural features of the building façade, such as cornices, pilasters, transoms, window trim, and similar. (Section 26-189 (j)(4))

The two proposed wall signs will be placed along the eastern wall of the building, with 15 square feet of a logo over the entrance canopy area and about 21 square feet of sign highlighting the business placed just above the lintel level on the second level fronting the State Street. At present, there is one wall sign about 21 square feet in area located on the eastern facade of the building. Other sign details have not been given at this point. The proposed sign area and placements meet the city code standards. City staff notes that a separate sign permit will be required by the applicant or sign company before installing the proposed wall signs. **This criterion has been met.**

12. Use: The current use for the subject property is for a Veterinary Hospital and a housing unit. The use is allowed as per the zoning code. The proposal does not include any change of existing use of the property. **This Criterion has been met.**

TECHNICAL COMMENTS

Downtown Streetscape and Reconstruction Phase 2 project will be reconstructing E.4th Street this summer. Minor closures to 4th and State intersection should be anticipated.

CFU has reviewed the design review for the Taylor Vet Clinic and has no objections. A courtesy mailing was sent to the neighboring properties on April 21, 2021.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application at their regular meeting on 28th April 2021 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of the submitted proposal to update the façade and alter roofline at 315 State Street for Taylor Vet Clinic.

PLANNING & ZONING COMMISSION

Discussion 4/28/2021 Chair Leeper introduced the item and Mr. Atodaria explained the proposal for updating façade and altering roofline for the Taylor Vet Clinic. He discussed that the proposal is only about giving a new makeover to the existing building from home office look to more modern and commercial look and continue operating as Taylor Vet Clinic as is. Mr. Atodaria stated that applicant is requesting exception to few design review standards. City staff is supportive of the requested exception as the building was never intended to be a storefront building, floor plans restricts applicant to add more openings and more importantly the existing use of the property is not being altered. Mr. Atodaria noted that separate sign permits will have to be pulled to update the exterior signage on the building. Mr. Atodaria

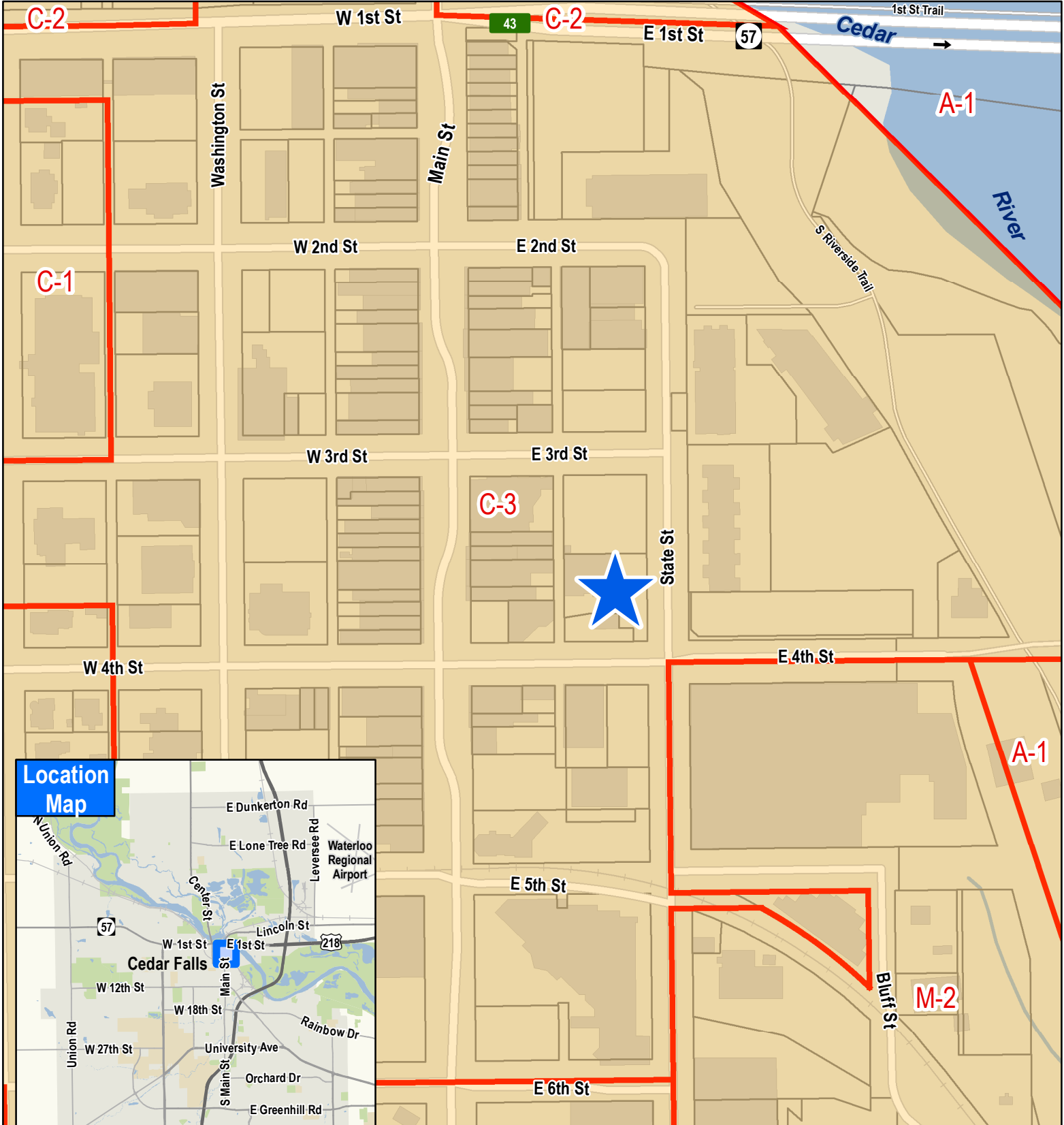
stated that the proposal meets the zoning ordinance and believes that the project will allow the applicant to provide a new makeover to the building, blending well with site context. Mr. Atodaria mentioned that staff recommends approval of the submitted design review application.

Ms. Saul stated that the proposal looks like a nice improvement to the façade. Commission members expressed no concerns to the proposed item. Ms. Saul made a motion to approve the item. Mr. Holst seconded the motion. The motion was approved unanimously with 8 ayes (Holst, Hartley, Larson, Leeper, Lynch, Prideaux, Saul, and Schrad), and 0 nays.

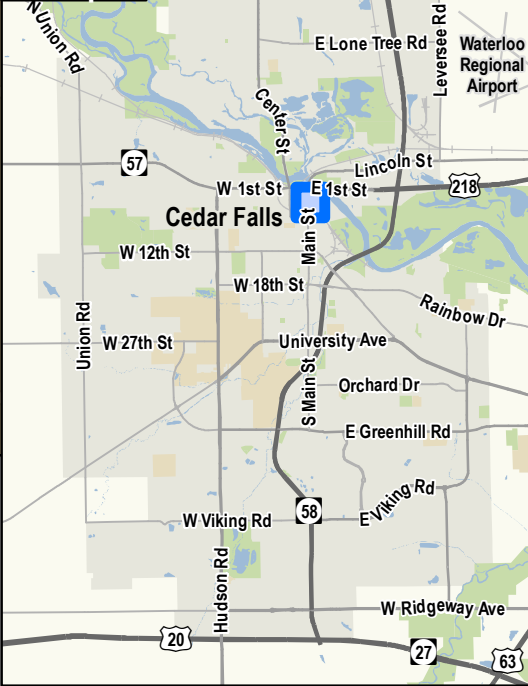
Cedar Falls Planning and Zoning Commission

April 28, 2021

Item 31.



Location Map



**Central Business District Design Review
for Taylor Vet Clinic
315 State Street**

March 29, 2021

Department of Community Development

Design Review for the Central Business District

City of Cedar Falls

200 Clay Street

Cedar Falls, Iowa 50613

Letter of Intent - Taylor Veterinary Hospital Improvements

315 State Street

Cedar Falls, IA 50613

Review Boards,

Taylor Veterinary Hospital is seeking approval to improve the exterior appearance of their downtown district building along with interior renovations to expand their service and improve their current facility. The site at this time will not be getting improvements as the building location, drive and parking, and utilities to serve the building will all stay in their current design. Jill and Chad Smith are the owners of the building under the name CJS Ventures LLC, and they are also owners of the Taylor Veterinary Hospital practice. They approve these improvements.

Owner: Jill and Chad Smith – CJS Ventures LLC

315 State St, Cedar Falls, IA 50613

jsmith@taylorvet.com 319-277-1883

These improvements aim to bring a more modern look to the exterior and interior of the building, as well as representing to the community that Taylor Vet is a long-term resident of the downtown and plans to be for the foreseeable future. Taylor Vet is a sponsor for many community and downtown events, including the animal pet parade and bark for life events. The story of the practice is very integral to this location and downtown Cedar Falls. This practice has been in this location near downtown Cedar Falls since 1917. **This practice is the oldest vet hospital in the same location in the state of Iowa.**

The general improvements aim to keep with the current shape of the building which is rooted in the history of the buildings located here but improve and modernize upon those looks. Attached you will find some shots of the group of buildings that used to stand in this location, and how these are currently still standing at the rear of the property. Also, the character of the previous 'home office' was represented in the style of the building that was constructed in this location and added onto the existing buildings in 1991.

The improvements to the building in general look to improve the character of the building by removing the clipped roof gables and creating a more modern and commercial look as relating to the surrounding architecture. The majority of the existing building is block and stucco, and our approach is to remove the stucco with tudor detailing and replace this with a composite board siding product (LP smart siding) as used on many of the buildings in the Eagle View developments. The signage and color brand the building with the historic Taylor Vet Hospital. We would complete the exterior improvements by replacing the entrances with new aluminum storefront entrances that would provide more vision glass and view into the existing building.

There is no work being done to the site so there is no need for a site plan review so no information has been provided for the site. This would be considered a substantial improvement and we have visited with Karen Howard on how to provide documents for the review. Due to budget restrictions, the existing construction of the building, and the historic nature of the buildings and their design we ask to keep with the existing 'home' style of the commercial building. The proportion and roof shape were taken into account on the front façade as we created a larger step out of the front façade while fixing the clipped front gable (east elevation). We clad this part of the building with the siding product to go with the residential feeling of the building and to compliment the split face base of the building. This also gives a bit of relief in the building composition and avoids flat, continuous facades. Transparency is improved by the replacement of the residential style front entrances with storefront aluminum entrances, but we do not meet the 70% transparency requirements as much of the front façade masonry blocks the program located behind it which is toilets and exam rooms. We also do not have the budget to remove the split face CMU located on the base of the building, but we look to remove some of the angled block wall that guards the ramp. We would cut this down to get a straight masonry look and cap it with cast stone. Below is a thorough description of the scope of work for the exterior of the building

Taylor Vet – General Scope

Exterior Scope:

- Change roof line at South facing dormer, from “clipped gable” to “gable.” Re-roof to the nearest valley.
- At the South Elevation of the 1991 addition, remove stucco areas and replace with LP Smart Siding.
- Change roof line at East facing façade, from “clipped gable” to “gable”. Weave in new shingles to existing. Increase width of “cantilever bump out.” New siding material to be LP Smart Siding.
- At the East Elevation, remove stucco areas and replace with new LP Smart Siding.
- Install new larger window units at the new 2nd level East Elevation “bump out.”
- Remove and replace (2) existing windows at offices on first level in East facing façade.
- Remove and install new aluminum soffit, fascia, and gutters at the 1991 Addition roof edge conditions. Existing roof drip edge to remain in areas of no roof re-work. Soffits at door entrances to remain existing.

- Remove all angled CMU from top of wall adjacent to entrance ramp at East facing façade. Top remaining CMU wall with new cast stone cap. No new railings or guardrails are included at this time.
- Remove and replace both exterior and interior sets of doors at East facing façade vestibule. Includes framing modifications. Door openings to be aluminum storefront material with standard hardware.
- Remove and replace single exterior door at base of entrance ramp at East facing façade. Door opening to be aluminum storefront material with standard hardware and privacy film on the glass.
- Remove vines from existing 91' masonry block. Finish on the existing masonry to remain as is.
- New signage and exterior signage lighting fixtures.
- All windows are to remain existing unless noted otherwise. Exterior door on the south elevation to remain existing.

Thank you so much for your consideration and we look forward to improving the Taylor Vet Hospital structure and bring more value to the downtown district while representing the historical past of our location.

Chad and Jill Smith

Taylor Veterinary Hospital

Attached:

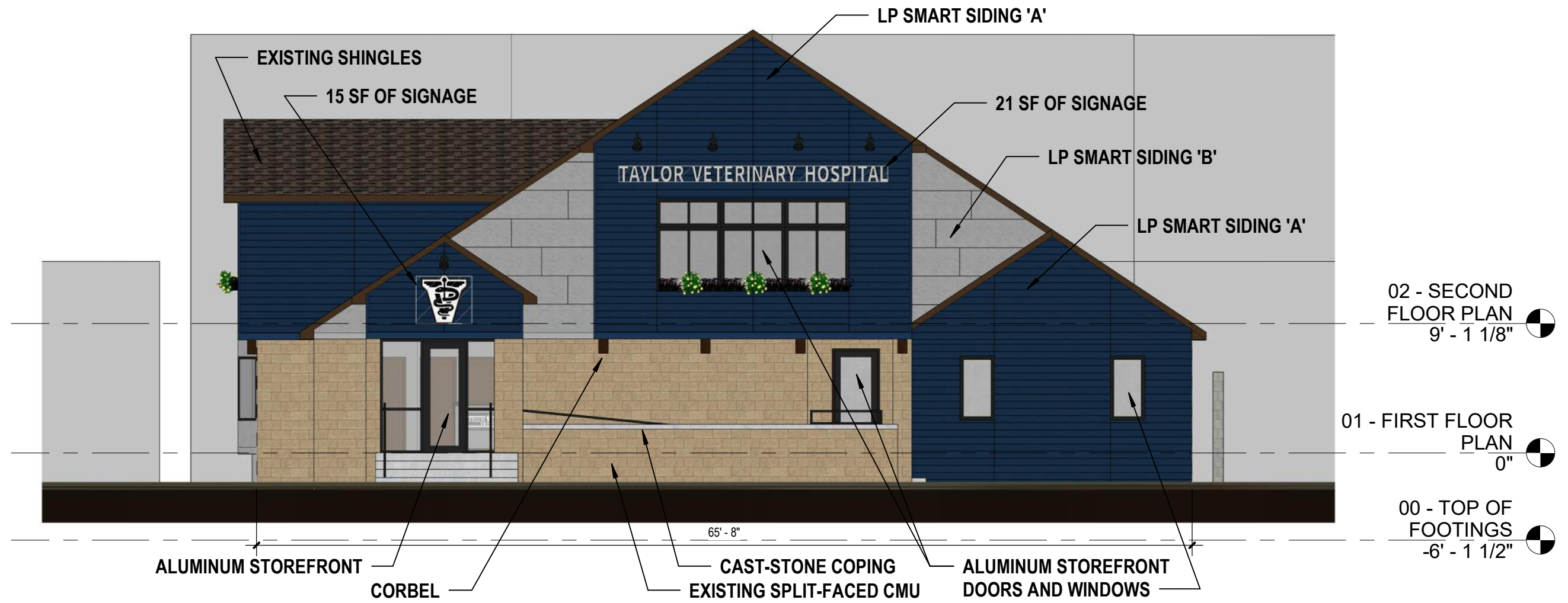
- *List of owners within 200 feet of the project boundary*
- *Images of the existing buildings located on the site which we assume were design inspiration for the 1991 addition.*
- *Images of buildings within 200 feet on State Street.*
- *Colored Images showing current façade and proposed work.*
- *General materials used and dimensions of alterations.*
- ***Site Plan Application not included as there are no site improvements proposed.***

Names and addresses of properties and owners within 200 feet of boundary

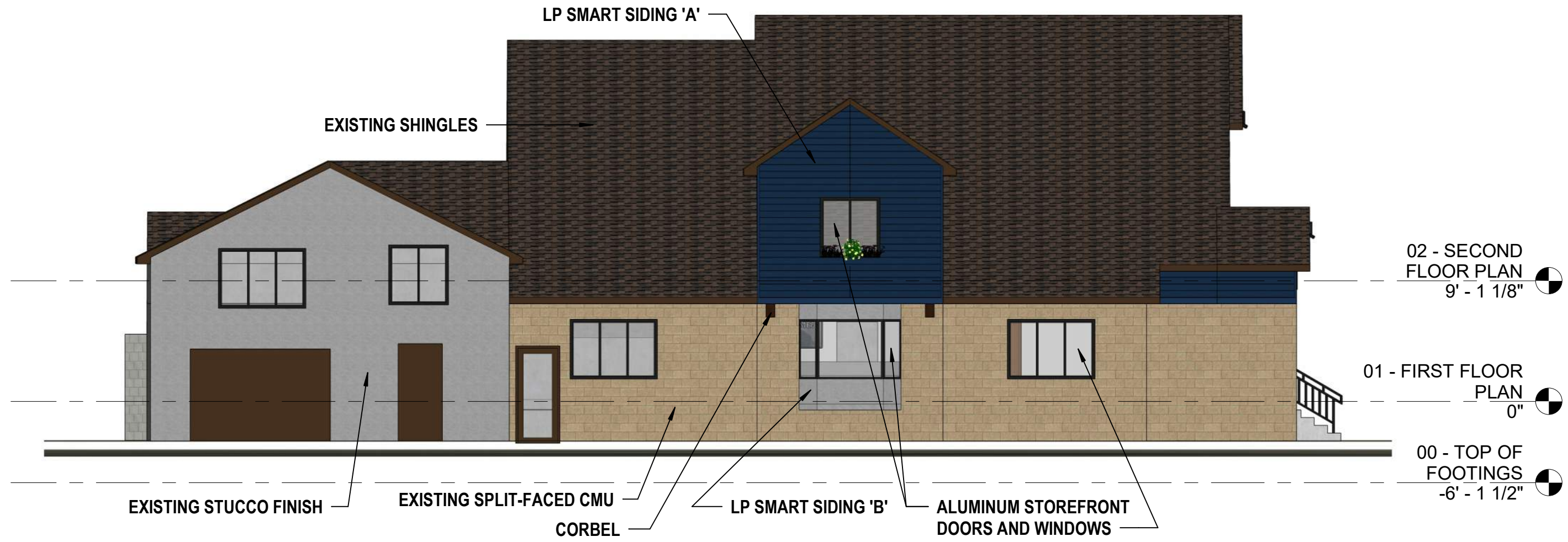
- 402 MAIN ST – D SQUARED II LLC – 406 MAINT ST
- 412 MAIN ST – MARILYN K GAEDE & JEFFREY J MARSH
- 116 E 4TH ST – ALLEN D KOEPEL
- 108 E 4TH ST – STONE AND TERRACE LLC
- 318 MAIN ST – SC AND B PROPERTIES LLC
- 316 MAIN ST – PC REAL ESTATE LLC
- 312 MAIN ST – PC REAL ESTATE LLC
- 310 MAIN ST – PC REAL ESTATE LLC
- 302 MAIN ST – RIVER PLACE PROPERTIES II LC
- 226 MAIN ST – K GROUP L C
- 224 MAIN ST – JJ LAND L C / 110 E 3RD ST
- 222 MAIN ST – JJ LAND L C
- 216 MAIN ST – BLACK HAWK LODGE NO 65 AF AND AM
- 214 MAIN ST - BLACK HAWK LODGE NO 65 AF AND AM
- 200 STATE ST – STATE STREET MIXED USE LC
- 300 STATE ST APARTMENTS – STATE STREET RESIDENCES LC
- 406 STATE ST – VIKING PUMP INC
- 415 STATE ST – CLARK J RICKARD AND TWYLA J RICKARD
- 119 E 4TH ST – MMC PROPERTIES LLC







1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

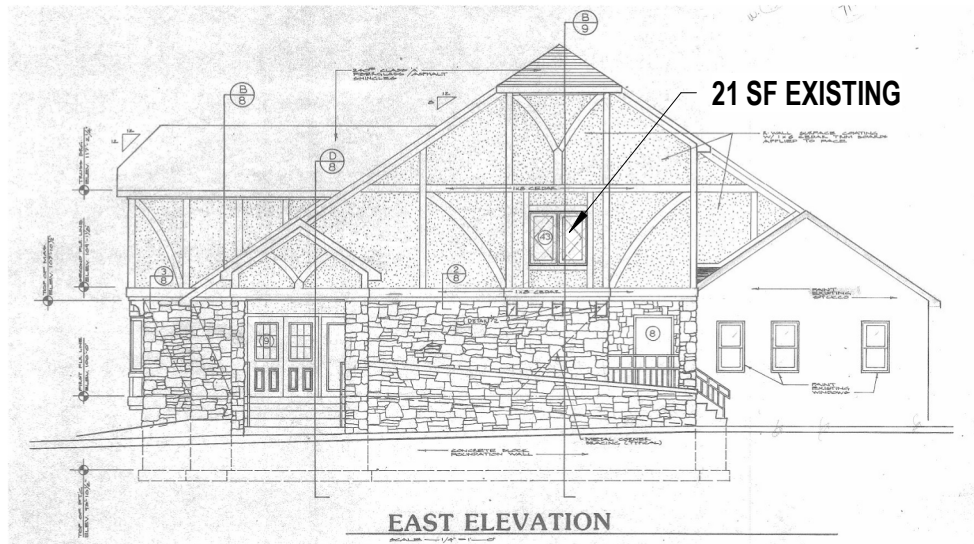
SCALE: 1/8" = 1'-0"



TAYLOR VET HOSPITAL
 CEDAR FALLS, IOWA
 ISSUE DATE March 29, 2021



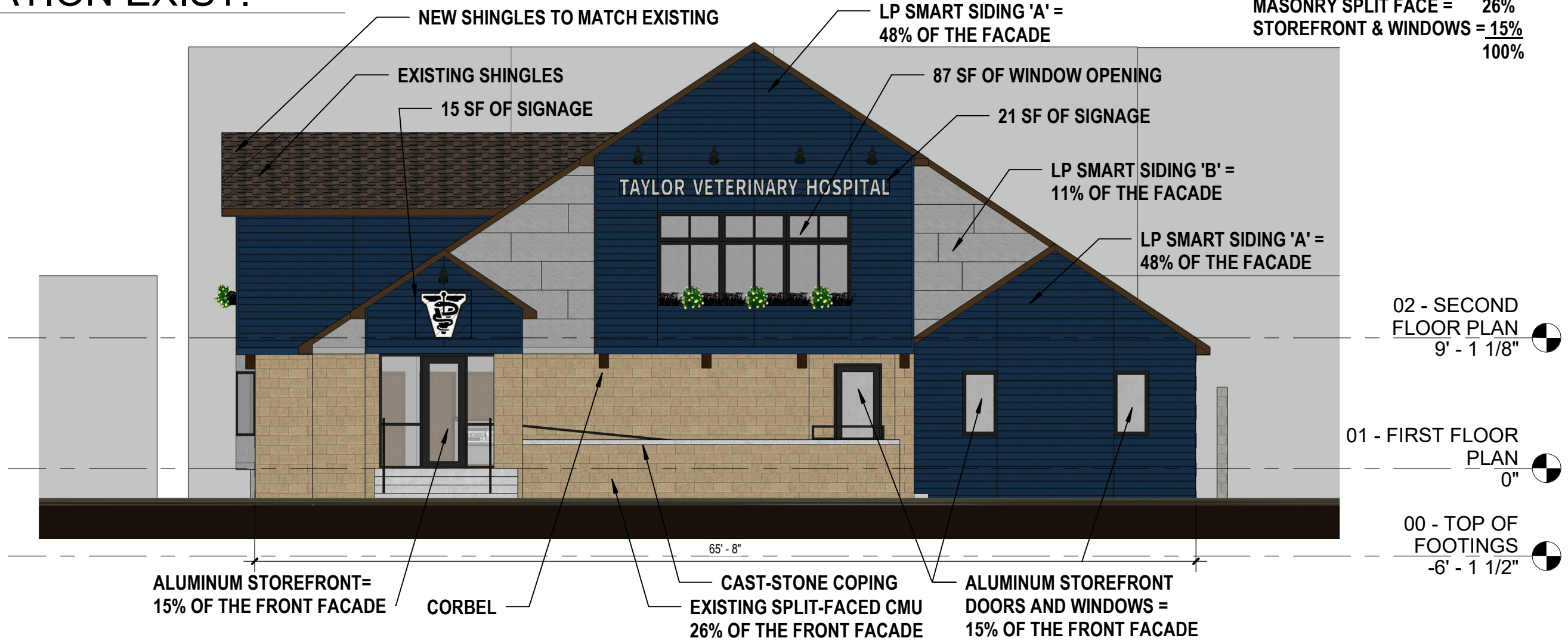




2 EAST ELEVATION EXIST.

SCALE: 1/16" = 1'-0"

LP SMART SIDING 'A' =	48%
LP SMART SIDING 'B' =	11%
MASONRY SPLIT FACE =	26%
STOREFRONT & WINDOWS =	15%
	100%



1 EAST ELEVATION

SCALE: 1/8" = 1'-0"

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council
FROM: Chris Sevy, Planner I
DATE: April 20, 2021
SUBJECT: Scooter's Coffee Site Plan: Case # SP21-001

REQUEST: Site plan approval for construction of a new drive-thru and sit-down coffee establishment.

PETITIONER: B3 Brew, LLC (developer); Robinson Engineering (engineer)

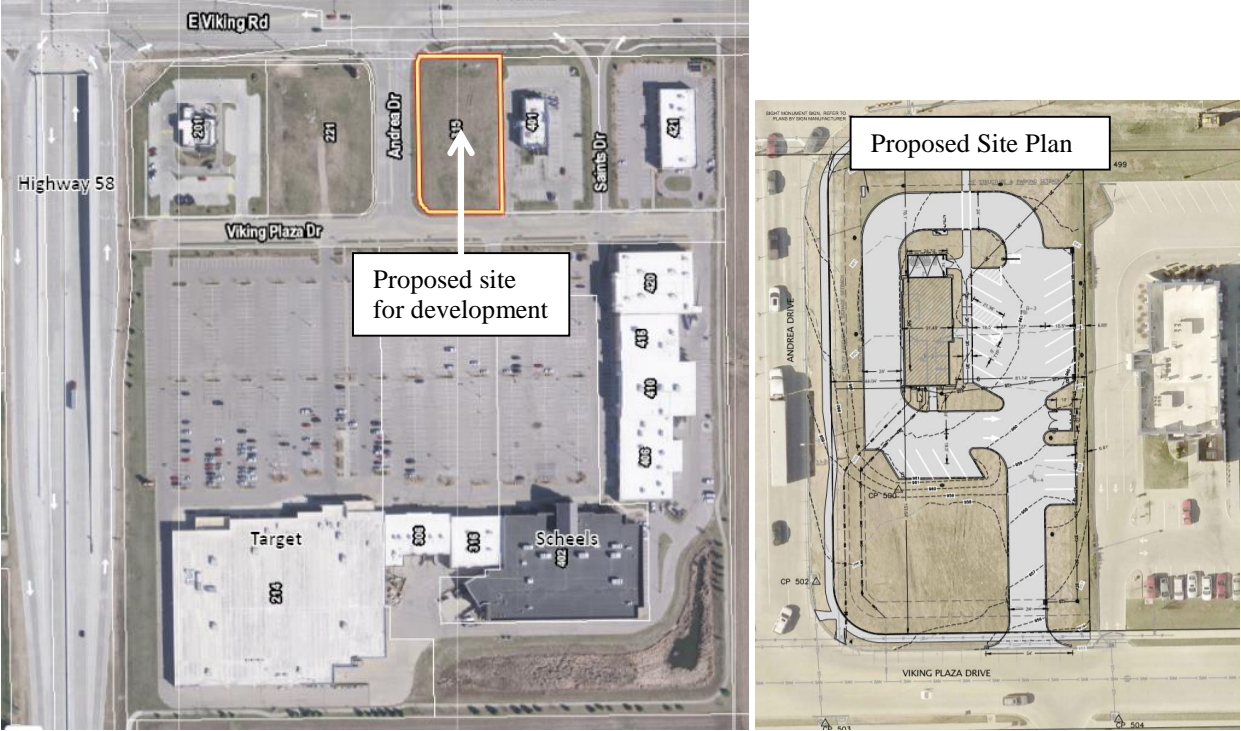
LOCATION: 315 Viking Plaza Drive

PROPOSAL

The applicant proposes to construct a one story, 1,927 square foot Scooter's Coffee, the second such establishment to be built in Cedar Falls, on 315 Viking Plaza Drive. The proposal includes indoor dining, a drive through, parking for patrons, and a dumpster enclosure. The proposed layout of the site sits on about 1 acre with the entrance coming off of Viking Plaza Drive.

BACKGROUND

The Target retail commercial area (East Viking Plaza Addition) was established in early 2008. The plat established the main development areas for the Target store, Scheels, and other strip mall stores along the east edge of the development. It also established several 1-acre lots that border Viking Road with primary access from inside the development. The development was rezoned from (A-1) Agricultural District to (HWY-1) Highway Commercial District in 2003. Immediate neighbors include other food establishments such as Culver's and Cane's.



ANALYSIS

The HWY-1 District is intended to promote general service commercial uses that serve a broader market area (i.e. city-wide or regional customer base). The ordinance requires a detailed site plan review prior to approval in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

- 1) **Use:** Restaurants are listed as a permitted use in the HWY-1 District and a coffee shop fits into that category. **Use is allowed.**

- 2) **Setbacks:** There is a platted building setback of 20 feet along all three frontages (Viking Plaza Drive, Andrea Drive, and Viking Road). The building is 76 feet from Viking Road, 44 feet from Andrea Drive, and 154 feet from Viking Plaza Drive. At these distances the building more than meets the setback requirement. The default side yard setback is 5 feet. The district also requires that a 20-foot landscaped setback be maintained along streets and accessways. Drives, aisles, and parking areas may not encroach into this landscaped setback. The applicant's site plan conforms to these standards. **Building setbacks are satisfied. The parking lot setbacks are also satisfied.**

- 3) Parking: Restaurants require one parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. At a net floor area of 1735 square feet, the applicant is providing 23 parking spaces (18 customer spaces + 5 employee spaces). For a drive through fast food restaurant, five stacking spaces are required behind the window. There are at least six stacking spaces between the window and the entrance of the drive-thru. The parking meets the zoning standards with minimum stall dimensions of 9' x 19' and a 24-foot wide aisle (24 feet is the minimum requirement).

The amount and dimension of the parking stalls and drives are met.

- 4) Open Green Space: The HWY-1 District requires that open green space/landscape area be provided at the rate of 10% of the development site excluding the required 20-foot landscaped setback area. Below is a summary that details how this provision is met.

<u>New Development Site</u>	47,350 SF	
Required Open/Green Space	4,735 SF	10%
Provided Open/Green Space	10,600 SF	22.4%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets and required setbacks. For clarity, the 10,600 is the provided green space in addition to the landscaped setback.

The open green space exceeds the minimum requirement and is well distributed.

- 5) Landscaping: The HWY-1 District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area which comes to 947 points required. Their plan achieves 1670 points. An additional 450 points are required for street tree planting and their plan achieves 520.

Trees are required in the vehicular use area at the rate of one overstory tree per 15 parking spaces. This equates to a requirement of 2 overstory trees. That is the amount proposed within the parking area to meet this requirement.

In addition to parking lot trees, there are trees located along the street frontages, with shrubs and additional trees being located around the buildings and parking areas as required. **Landscaping requirements are met.**



- 6) Building Design: The HWY-1 zone requires a design review of various elements. The intent of the zone is to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of the zone to encourage high standards of building architecture and site planning. The elements in the code are noted below with a review on how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

Renderings of the proposed building have been submitted. The scale and proportion of the new building will be similar to other nearby establishments. It is 1-story with variable wall heights where the slanted roof has the highest point (19') facing Viking Road and the lowest point (15' 11") facing Viking Plaza Drive. The neighboring buildings to the east and west have similar dimensions. Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet around the edge. The roof on the proposed building slants southward but also utilizes a parapet to shield any necessary mechanicals on the roof. With the highest point facing Viking the orientation of the building is similar to the orientation of both Culver's and Cane's (facing or presenting to Viking Road) which both have some variation in roof height but no slant like what is being proposed. That said, the slant is subtle enough and does not appear to be incompatible with the surrounding buildings.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new building would present to Viking Road with primarily a transparent window façade and some accents of the other materials. Though set back, the proposed sit-down area and counter should be visible through the windows from the passersby on Viking Road. There is also a good balance of the other materials and colors that provide a transition to the less transparent rear of the building. Overall, the patterns meet or exceed the city's standards.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Transparent windows, fiber cement siding, and carbon ledge stone veneer with a touch of fiberon composite cladding are the exterior materials proposed for the new building. All of the materials provide a more sleek modern feel that strikes a balance between color and texture. Staff finds that these material and texture choices are compatible with those of adjacent buildings.

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

With exception of the red accent awnings, the building features a very neutral color palate. The darker carbon color compliments the transparent windows and the appearance of wood from the fiberon composite cladding emphasizes the transparency on the sides of the building. The fiber cement siding is an inconspicuous gray cobblestone color that blends in with the color scheme. Staff finds no issues with the choice of colors.

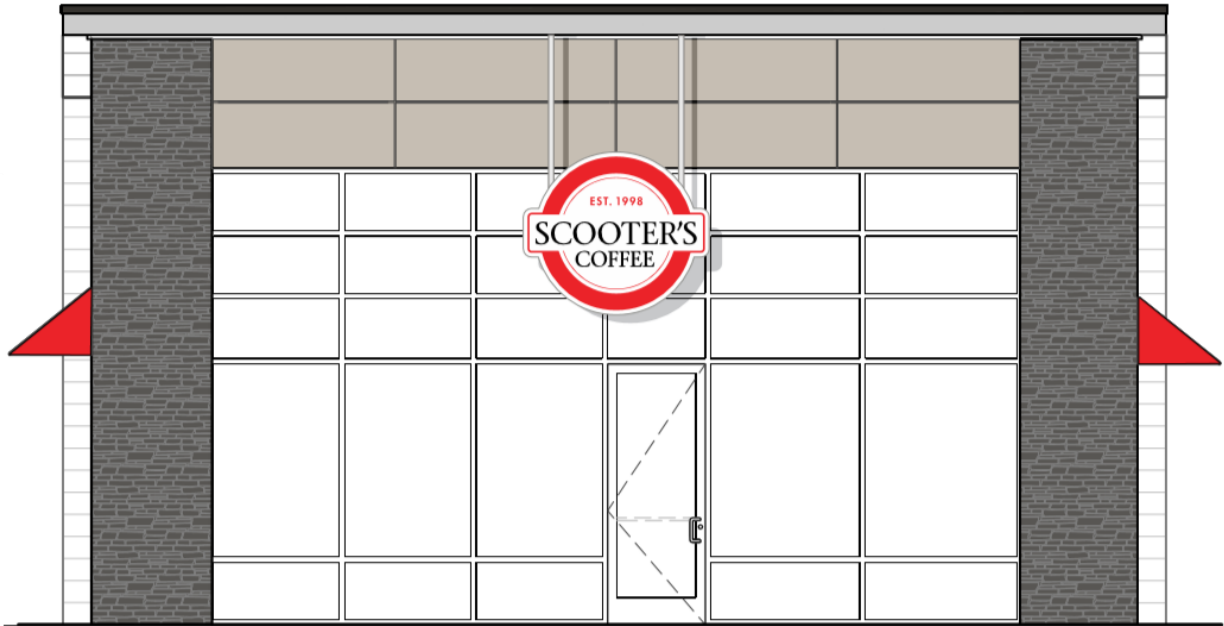
Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Architectural features of the new building include a slanted shed roof and a unique building shape that utilizes subtle angles to set itself apart. These wake up an otherwise plain building shape. The presentation of windows is similar to buildings in the surrounding development. These style features and materials maintain identity while being generally consistent with neighboring buildings.

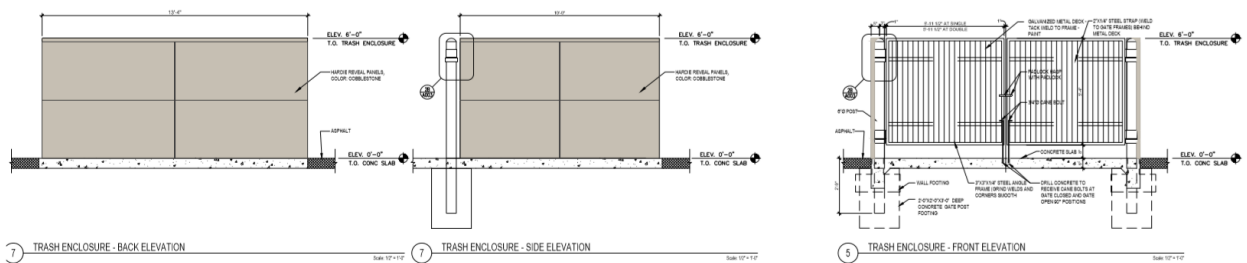
View from West:



View from North (Viking Road):



- 7) **Trash Dumpster Site:** The dumpster and enclosure is located on the east edge of the property. This enclosure will be made of concrete masonry and siding that will match materials used on the principal structure. It will have two doors to operate towards the west where a truck can approach it. The enclosure will measure 10 feet by 14 feet and will be 6 feet high. **Dumpster facility location and enclosure is acceptable.**



- 8) **Lighting:** The HWY-1 District regulations do not have specific lighting design guidelines. However, all new site plans require review of the lighting to consider potential nuisance issues and incompatibilities. The vehicular use area will utilize ten 15-foot high fully downcast and shielded fixtures produced by Lithonia Lighting. Similar fixtures will be used around the building. The lighting plan shows that the proposed models will properly light critical areas of the site without producing glare or spillover light directing light on to other properties. **Lighting is acceptable.**

- 1) **Signage:** Separate sign permits will be required for all signage prior to installation. However, the proposed signage plan for the site must be part of this review by the

Planning and Zoning Commission and City Council. The signage plan has been included as an attachment.

Wall signs may only be on two wall surfaces and must be less than 20% of the wall area. For the new building, two wall signs are illustrated on the building on the north and the west. These wall signs meet the quantity and are well within the size requirements.

Freestanding signs are not limited in number but are limited in height to 25 feet above the surface of the roadway and their aggregate sign area should not exceed 250 square feet. The following is a breakdown of freestanding signs with heights and sign areas:

<u>Sign Type</u>	<u>Sign Area (sq ft)</u>	<u>Height (feet)</u>
Monument	50.5	12
Menu Sign	22.5	6.2
Total:	73	

There are also two directional signs. Their height must be less than 6 feet and have a sign area less than 6 square feet. The proposed directional signs meet these requirements.

Signage is acceptable.

- 2) Storm Water Management: The plan directs runoff to the Target basin which was designed to handle this site. The engineering division has determined that no additional detention is required. Prior to construction, a City SWPPP permit will still need to be obtained. **Criterion is met, subject to final engineering review prior to issuance of a building permit.**

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Hwy 1 Site Plan for Scooters Coffee. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available along Viking Plaza Drive and natural gas is available along Viking Plaza Drive and Andrea Drive. Gas services are owned, installed and maintained by CFU. If the primary heat source for the new building is natural gas, CFU will install the gas service at no cost to the owner. General contractor must contact CFU for coordination of utility service locations.

Any other minor technical issues will be addressed at the time of building plan review.

A courtesy notice to surrounding property owners was mailed on April 21, 2021.

STAFF RECOMMENDATION

The Community Development Department has reviewed this site plan and recommends approval, subject to the condition that the developer's plan conform to all city staff recommendations and technical requirements. After review and discussion, the Planning and Zoning Commission voted 8 to 0 to recommend approval.

PLANNING & ZONING COMMISSION

Introduction Leeper introduced the item and Mr. Sevy provided background information. He
 Discussion explained that the request is to build a new Scooter's Coffee drive-thru
 & Vote establishment on the southeast corner of Viking Road and Andrea. He outlined
 4/28/2021 the general features of the site plan, landscaping, building design, and signage.

Since the proposal meets all zoning requirements and the design is consistent with neighboring buildings staff recommended approval of the site plan.

Mr. Schrad motioned to approve the site plan. Mr. Larson seconded. Little discussion was had but members of the commission generally expressed approval of the site plan and the proposed use.

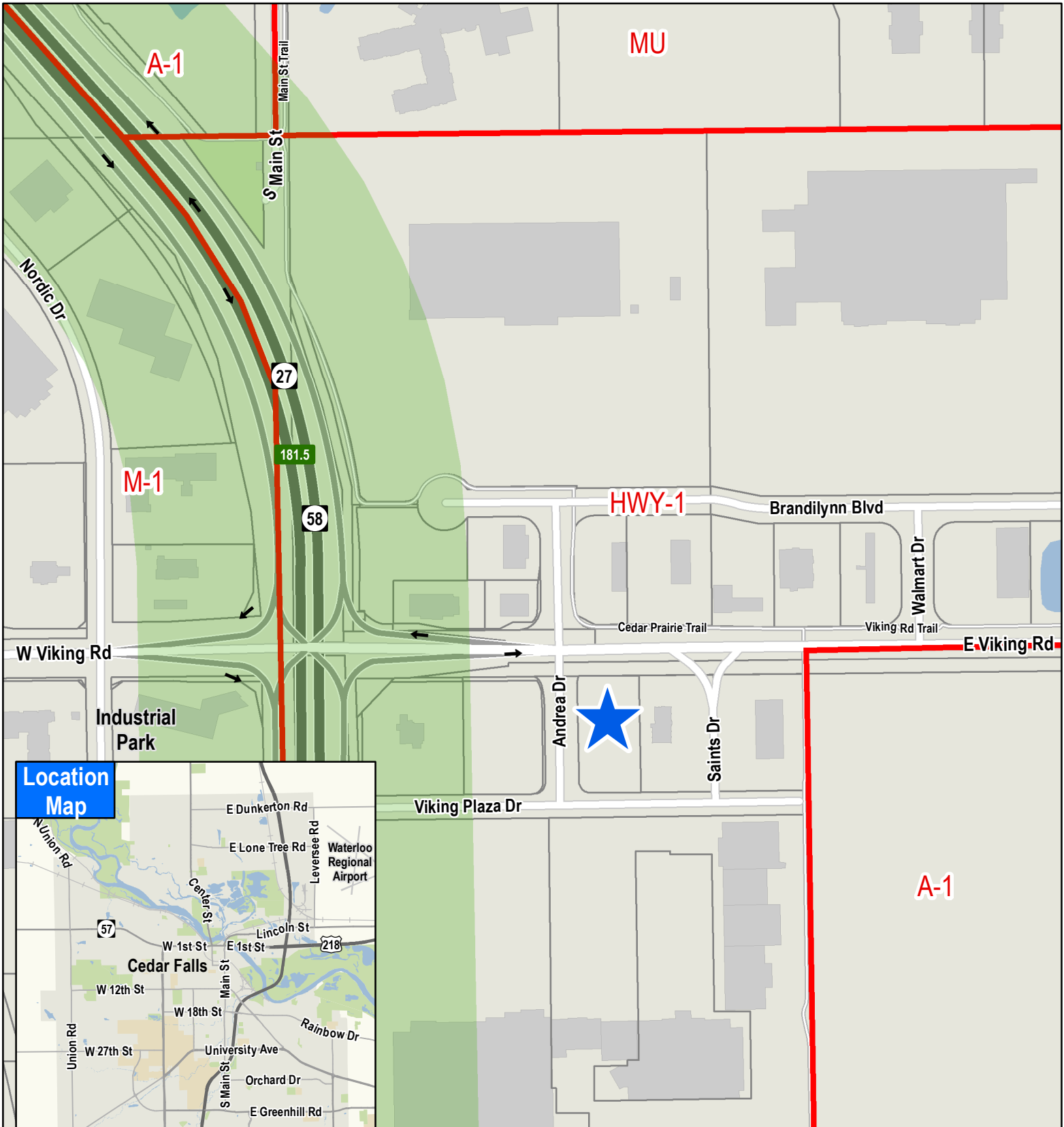
The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, and Schrad), and 0 nays.

Attachments: Location Map
 Complete Site Plan Set
 Proposed Signage Plan & Building Elevations
 Lighting Plan

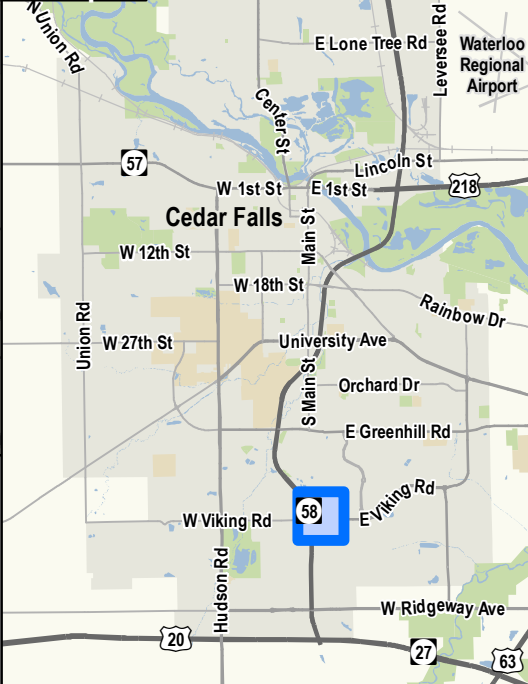
Cedar Falls Planning and Zoning Commission

April 28, 2021

Item 32.



Location Map



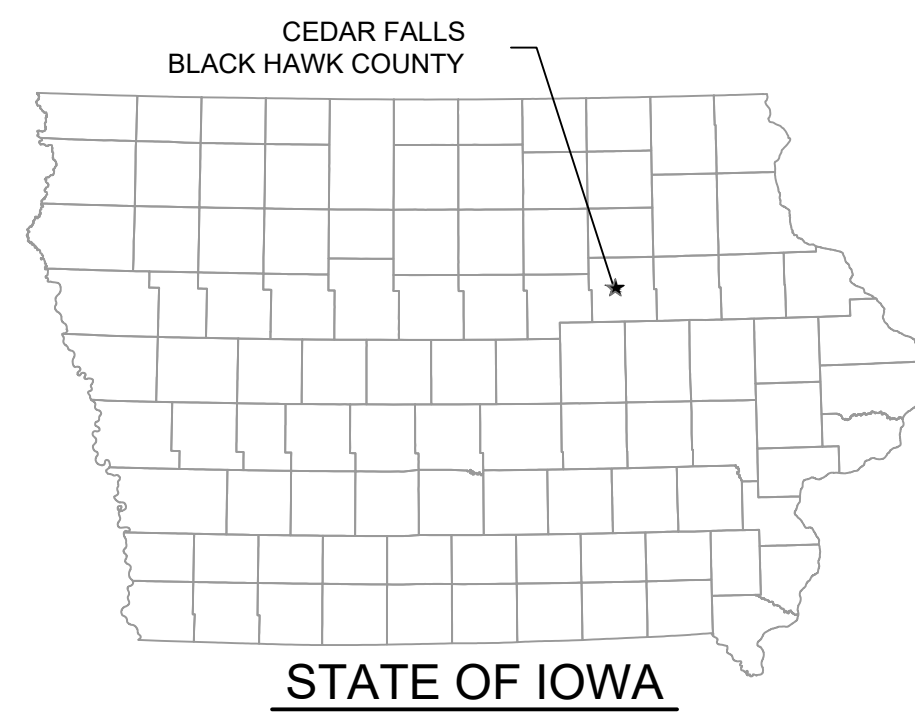
HWY-1 Site Plan for Scooter's Coffee

315 Viking Plaza Drive

SCOOTERS VIKING PLAZA IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

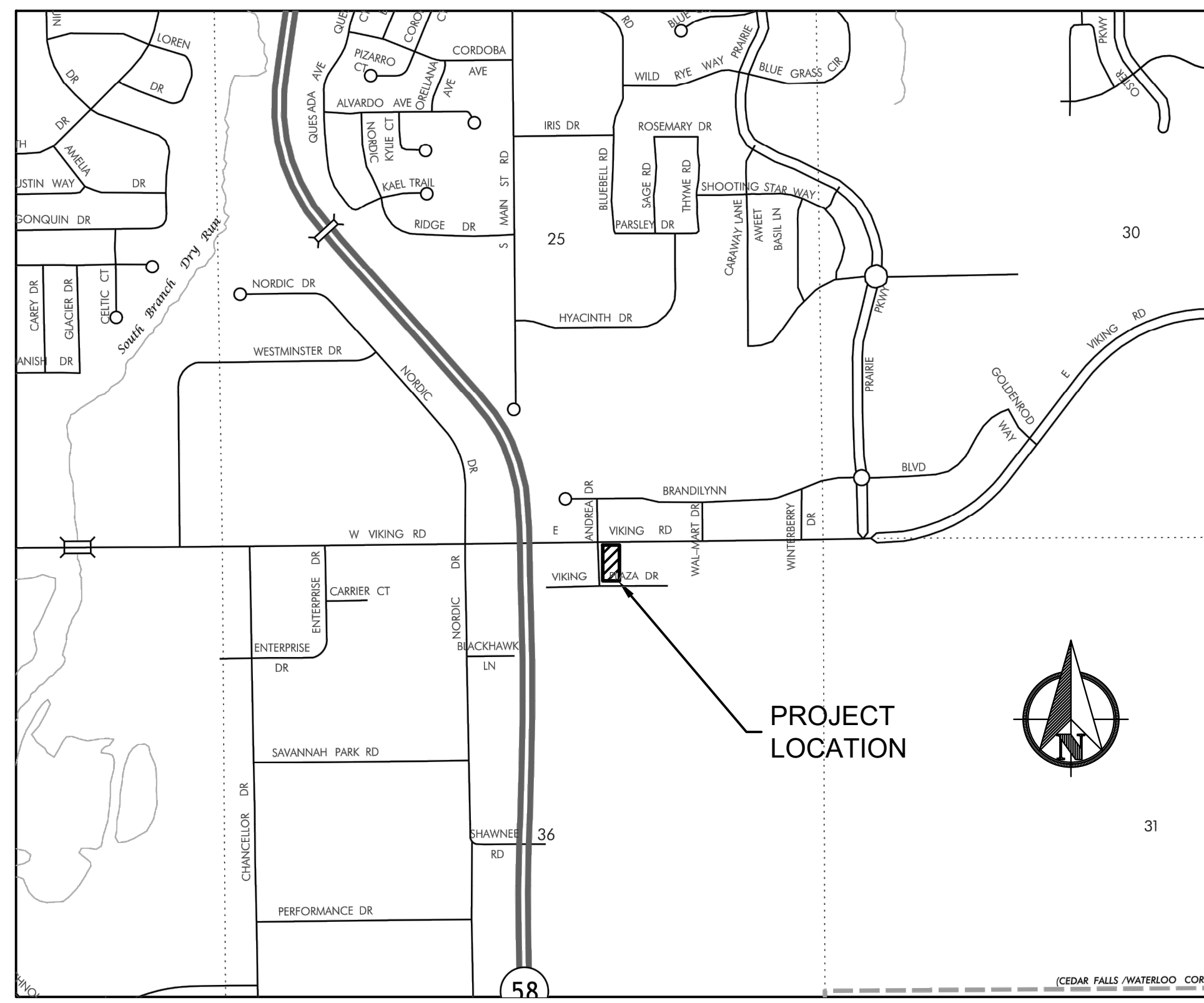
NEW COMMERCIAL DEVELOPMENT

PN: 4290-20



INDEX OF SHEETS

SHEET	TITLE
C0.1	TITLE
C0.2	SITE DEVELOPMENT PLAN
C0.3	GENERAL NOTES AND SUPPLEMENTAL DETAILS
C1.1	UTILITY PLAN
C2.1	PAVING PLAN – SOUTH
C2.2	PAVING PLAN – NORTH
C3.1	SWPPP – INITIAL
C3.2	SWPPP – CONSTRUCTION
C3.3	SWPPP – FINAL STABILIZATION
C4.1	LANDSCAPE PLAN



LOCATION MAP
CEDAR FALLS, IOWA
NTS

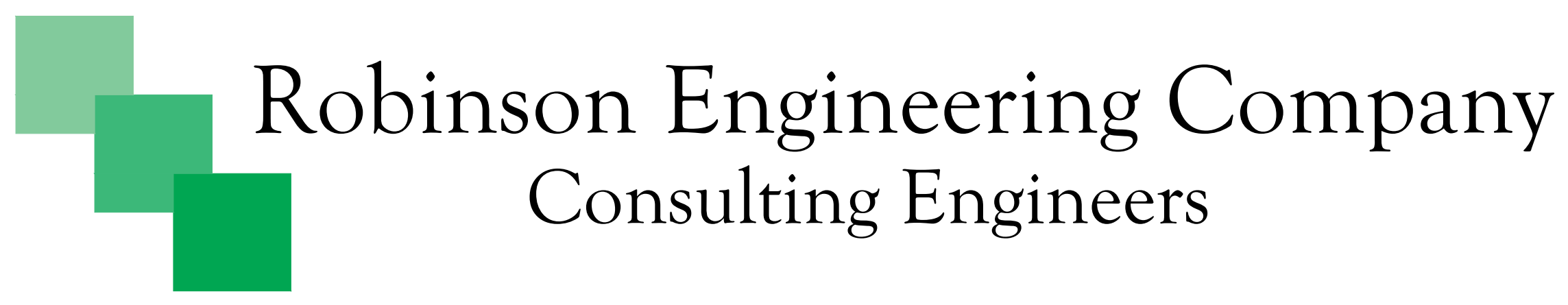


THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021), AS AMENDED BY THE CITY OF CEDAR FALLS, AND, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.

DEVELOPER
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

GENERAL CONTRACTOR
HUFF CONTRACTING
1310 GRANDVIEW AVENUE
WATERLOO, IOWA 50703
319.233.9000

CIVIL ENGINEER
ROBINSON ENGINEERING
819 SECOND STREET NE
INDEPENDENCE, IOWA 50644
319-334-7211
PROJECT CONTACT: ALEX BOWER
ENGINEER: MONICA SMITH



819 Second Street NE
Independence, Iowa 50644
319-334-7211

C0.1
3/28/2021
SUBMITTAL 3

MONICA M SMITH
LICENSED
15074
IOWA
PROFESSIONAL ENGINEER

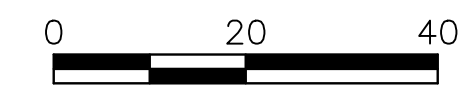
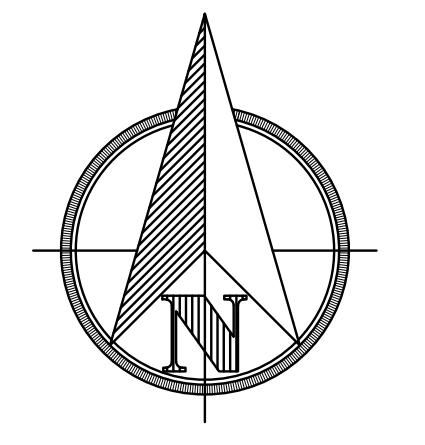
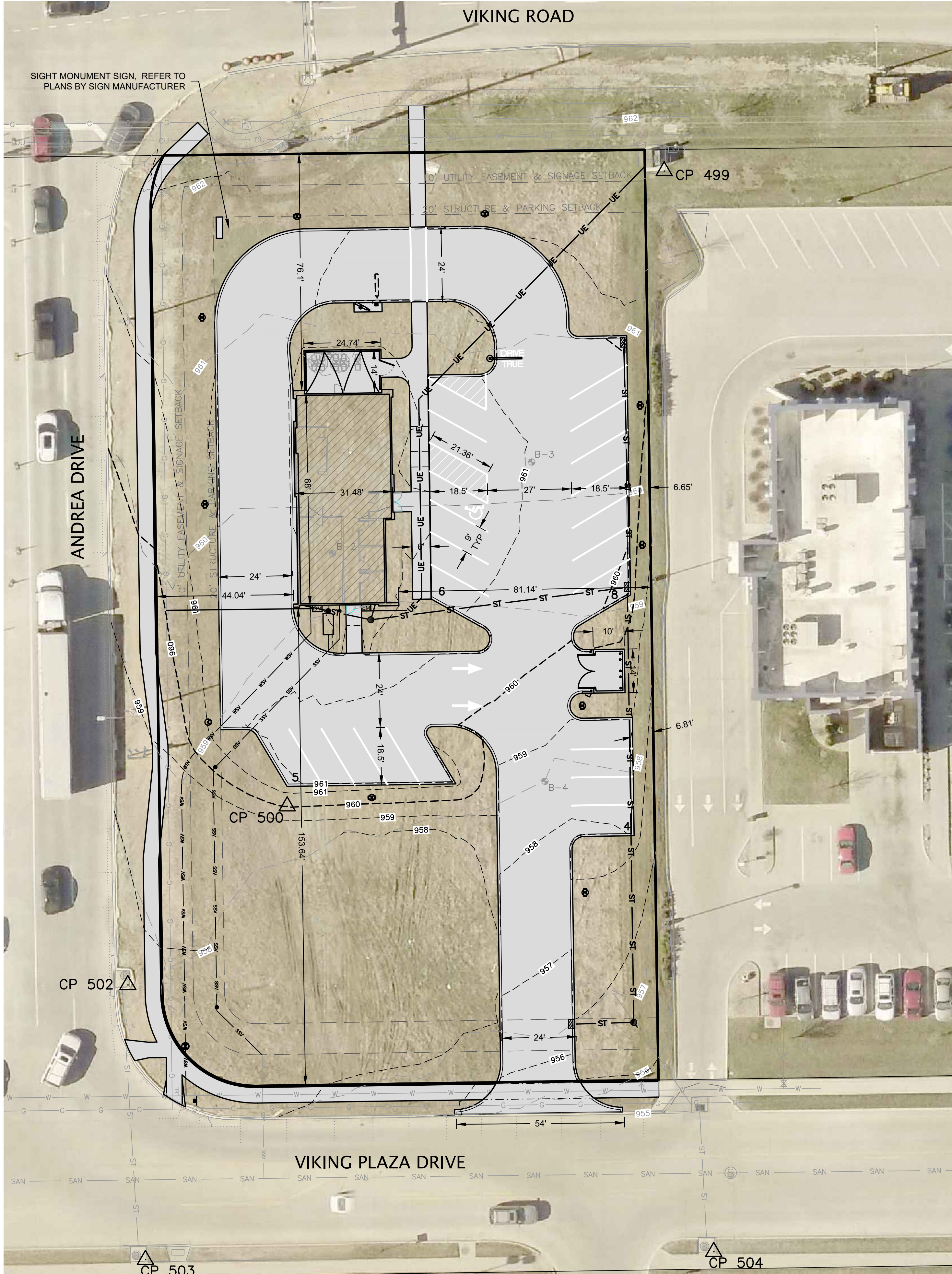
I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

MONICA M. SMITH LICENSE NO. 15074

Signature _____ Date _____

My renewal date is December 31, 2021

Pages or sheets covered by this seal: 'C' SHEETS



SITE DEVELOPMENT PLAN SCOOTERS VIKING PLAZA

SITE ADDRESS - 315 VIKING PLAZA DRIVE
LOT 3, EAST VIKING PLAZA ADDITION
PARCEL ID 8914-36-202-001

OWNER
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

ZONING: HWY-1 - HIGHWAY COMMERCIAL

LOT INFORMATION
LOT SIZE: 47,350 S.F. / 1.087 ACRES

SETBACK REQUIREMENTS (ALSO APPLIES TO PARKING)
FRONT: 20'
REAR: NOT NOTED
SIDE: NOT NOTED

BUILDING AND LOT USE
EXISTING
BUILDING FOOTPRINT: N/A
TOTAL PAVEMENT & SIDEWALKS: N/A
TOTAL VEGETATED SURFACE: 47,350 S.F. (100%)
PROPOSED (WITHIN LOT, 47,350 SF)
BUILDING FOOTPRINT: 2,064 S.F. (4.3%)
TOTAL PAVEMENT & SIDEWALKS: 20,257 S.F. (42.8%)
TOTAL VEGETATED SURFACE: 25,029 S.F. (52.9%)
PROPOSED (WITHIN LANDSCAPE SETBACK, 35,999 SF)
BUILDING FOOTPRINT: 2,064 S.F. (5.7%)
TOTAL PAVEMENT & SIDEWALKS: 19,506 S.F. (54.2%)
TOTAL VEGETATED SURFACE: 14,429 S.F. (40.1%)

PARKING
REQUIRED
30. Restaurant, fast food, drive-in or carryout. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. Where drive-up window facilities are proposed, five stacking spaces shall be provided per window.
CALCULATIONS:
TOTAL FLOOR AREA = 1,927 SF
(RESTROOMS, STORAGE, VESTIBULE = 285 SF. THE MAXIMUM REDUCTION OF 10% = 192 SF. 1,735 SF USED FOR PARKING CALCS)
GROSS FLOOR AREA FOR PARKING CALCULATIONS = 1,735 SF
FLOOR AREA 15 SPACES (1,735/100 = 18)
EMPLOYEES 5 SPACES (5 EMPLOYEES, USE MINIMUM)
TOTAL 23 SPACES
PROVIDED PARKING: 23 SPACES

PROPOSED EMPLOYEES (MAX SHIFT PROJECTED): 5

FLOOD PLAIN - N/A

STORM WATER MANAGEMENT - REGIONAL

Robinson Engineering Company
Consulting Engineers



SITE DEVELOPMENT PLAN

SCOOTERS VIKING PLAZA
PN 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C0.2

3/28/2021
SUBMITTAL 3

PROJECT CONTROL

CP 499	N-3641152.03, E-5206484.03, Z-962.15	MAG NAIL
CP 500	N-3640947.92, E-5206362.88, Z-958.36	1/2" REBAR
CP 502	N-3640890.50, E-5206311.66, Z-957.65	MAG NAIL
CP 503	N-3640802.18, E-5206317.31, Z-958.06	MAG NAIL
CP 504	N-3640804.76, E-5206499.95, Z-955.58	MAG NAIL

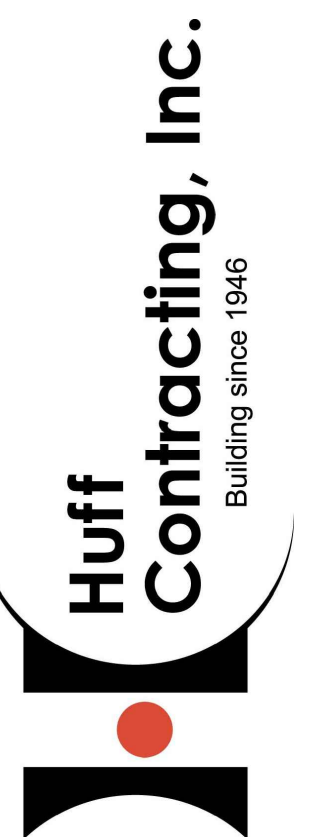
GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021) AS AMMENDED BY THE CITY OF CEDAR FALLS UNLESS SPECIFICALLY STATED OTHERWISE IN THESE PLANS, THE PROJECT MANUAL (IF APPLICABLE), OR CITY AND OTHER APPLICABLE ORDINANCES. THIS INCLUDES, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.
3. ANY QUANTITIES SHOWN ON THE CIVIL SHEETS (C#.#) ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUEST.
4. CONSTRUCTION SURVEY FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, LOCATE AND DETERMINE THE UNDERGROUND UTILITIES ON THE PROJECT SITE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO BECOME FULLY FAMILIAR WITH THE EXISTING CONDITIONS OF THE SITE. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. DRAWING DIMENSIONS SHALL GOVERN OVER SCALING OF DRAWINGS. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS PROVIDED OR EASEMENTS OBTAINED. COPIES OF ANY EASEMENTS THE CONTRACTOR OBTAINS FOR CONSTRUCTION WORK ON THIS PROJECT SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES, AND/OR AFFECTED PROPERTY OWNERS WHEN UTILITY SERVICES ARE INTERRUPTED DUE TO CONSTRUCTION ACTIVITIES ON THIS PROJECT.
14. TYPE A COMPACTION SHALL BE REQUIRED FOR EXCAVATION/EMBANKMENT WORK ON THIS PROJECT. ADDITIONAL COMPACTION REQUIREMENTS MAY BE REQUIRED FOR BUILDING CONSTRUCTION. REFER TO APPLICABLE SPECIFICATIONS FOR THAT WORK.
15. THIS PLAN REFERENCES NYLOPLAST STRUCTURES WITH THE INTENT TO SPECIFY AN ENGINEERED PVC STRUCTURE AND IS NOT INTENDED TO INDICATE A SPECIFIC BRAND IS REQUIRED. STRUCTURES SHALL BE NYLOPLAST BRAND OR EQUIVALENT. NYLOPLAST IS A BRAND NAME AFFILIATED WITH ADS PIPE.

Robinson Engineering Company
Consulting Engineers



819 Second Street NE
Independence, Iowa 50644
319.394.7211

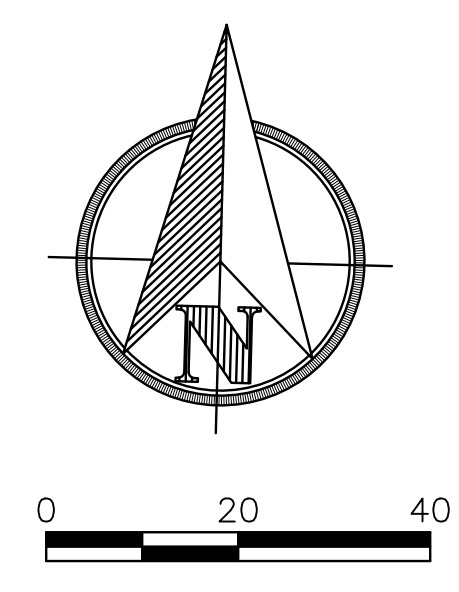
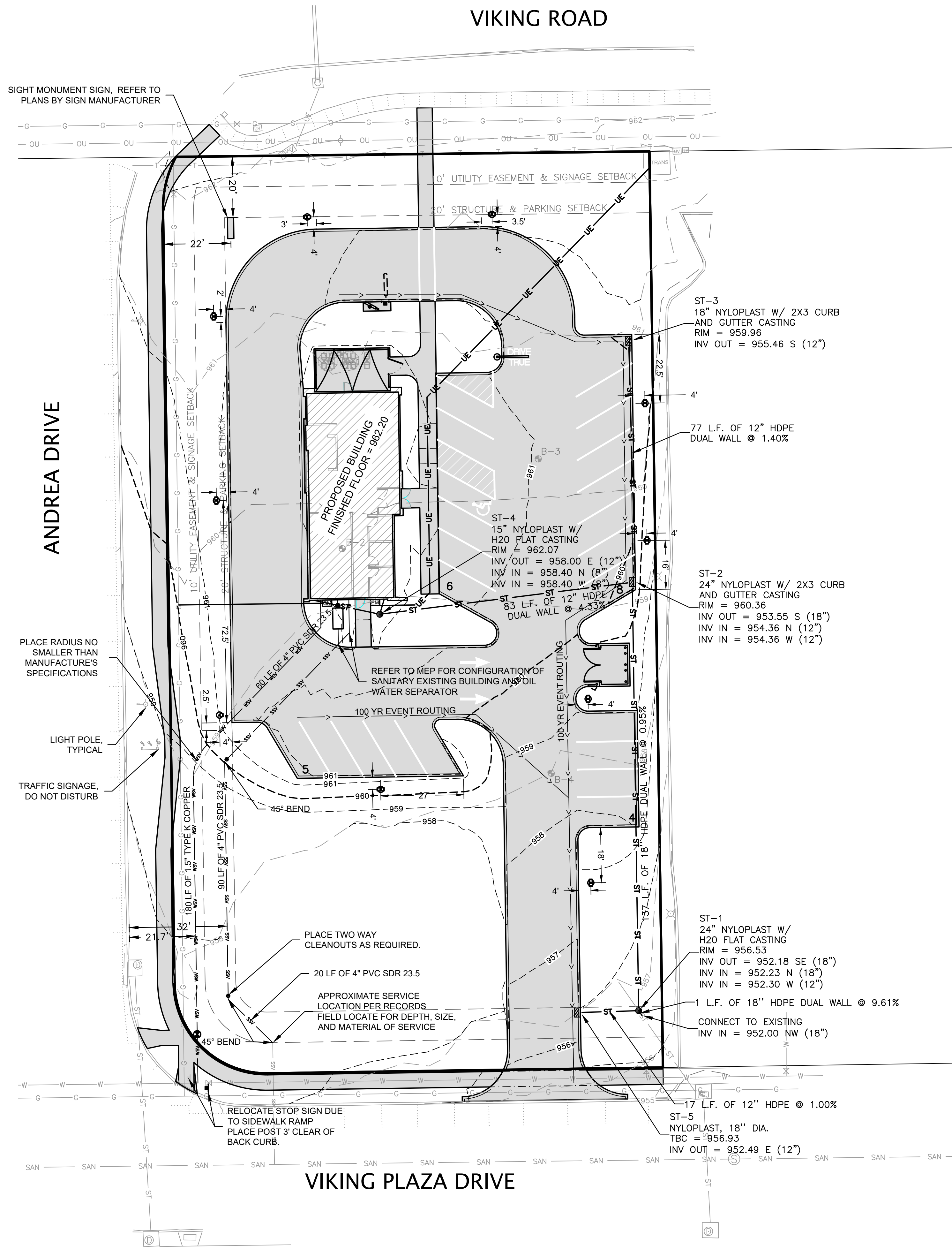


GENERAL NOTES AND
SUPPLEMENTAL DETAILS

SCOOTERS VIKING PLAZA
PN 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C0.3

3/28/2021
SUBMITTAL 3



STORM PIPE LEGEND

- ST — ST — NON PERFORATED STORM PIPE
- DT — DT — PERFORATED STORM PIPE

NOTES:

1. ALL HDPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION. REFER TO PIPE LINETYPE LEGEND THIS SHEET FOR WHICH PIPES TO BE PERFORATED, IF ANY.
2. WATER LINE SHALL BE BURIED TO MAINTAIN 6" COVER.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
4. CONFIRM WATER SERVICE ENTRANCE LOCATION TO BUILDING WITH ARCHITECTURAL AND MECHANICAL PLANS.
5. COORDINATE CONNECTION TO MUNICIPAL WATER MAIN WITH CEDAR FALLS UTILITIES STAFF
6. SANITARY SERVICE SHALL BE INSTALLED WITH TRACER WIRE
7. PLACE LIGHT POLES 3' CLEAR FROM EDGE PAVING/BACK OF CURB

Robinson Engineering Company
Consulting Engineers

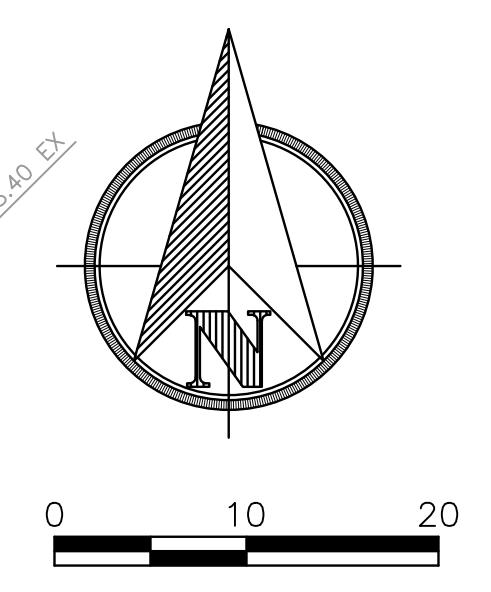
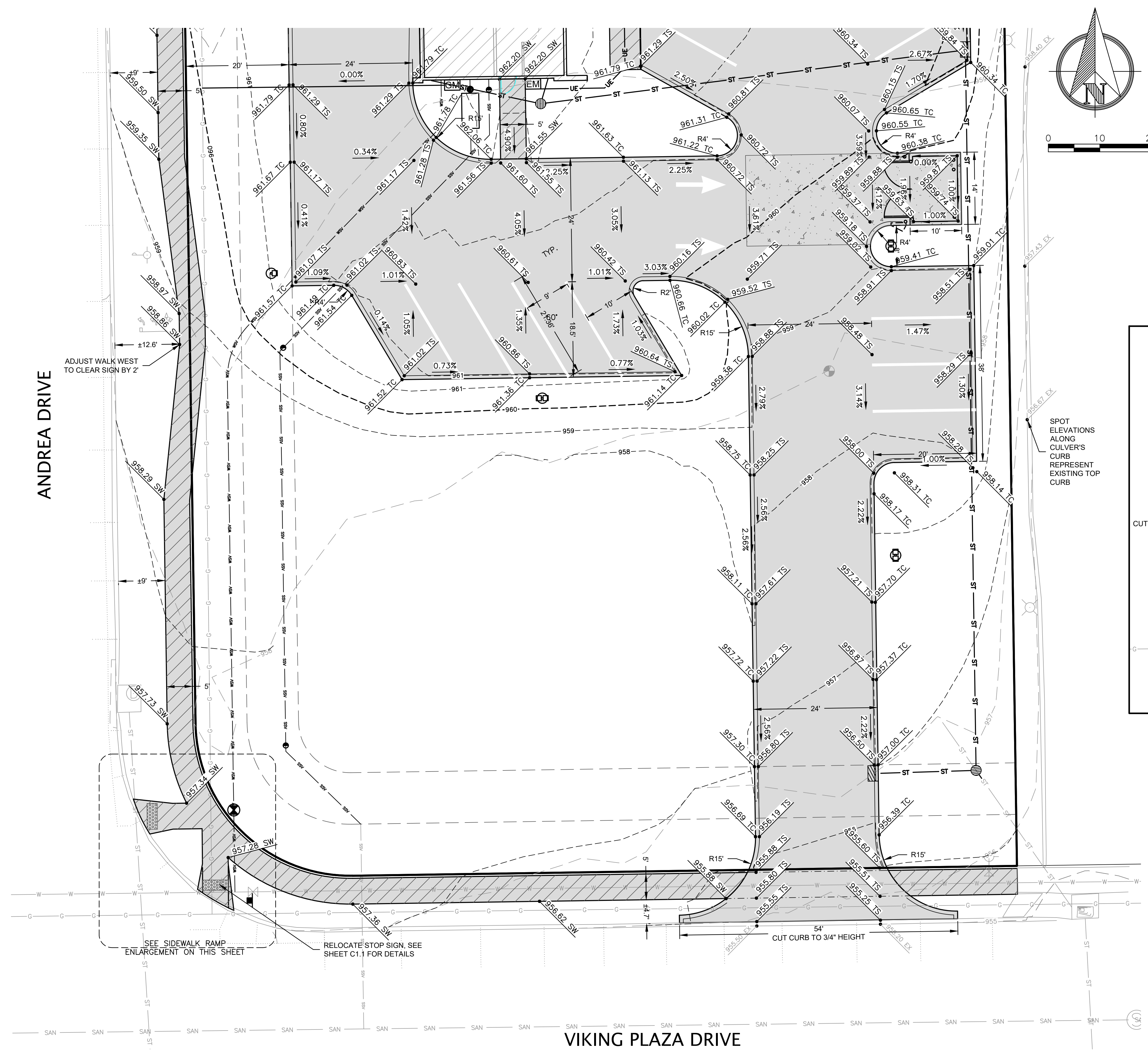


Huff Contracting, Inc.
Building since 1946

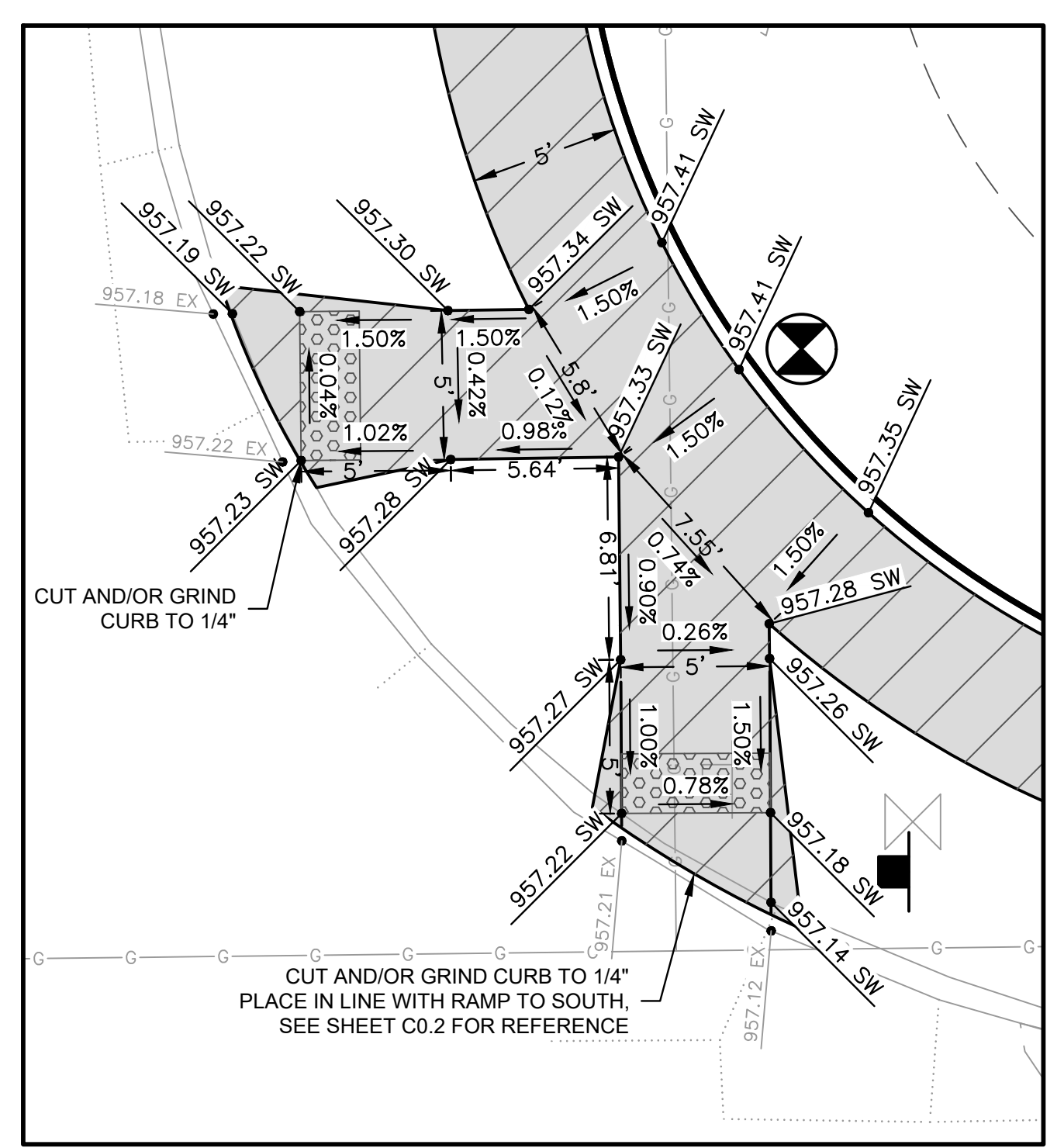
UTILITY PLAN

SCOOTERS VIKING PLAZA
PW 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C1.1
3/28/2021
SUBMITTAL 3



SPOT ELEVATIONS ALONG CULVER'S CURB REPRESENT EXISTING TOP CURB



SIDEWALK RAMP ENLARGEMENT

HATCHING LEGEND

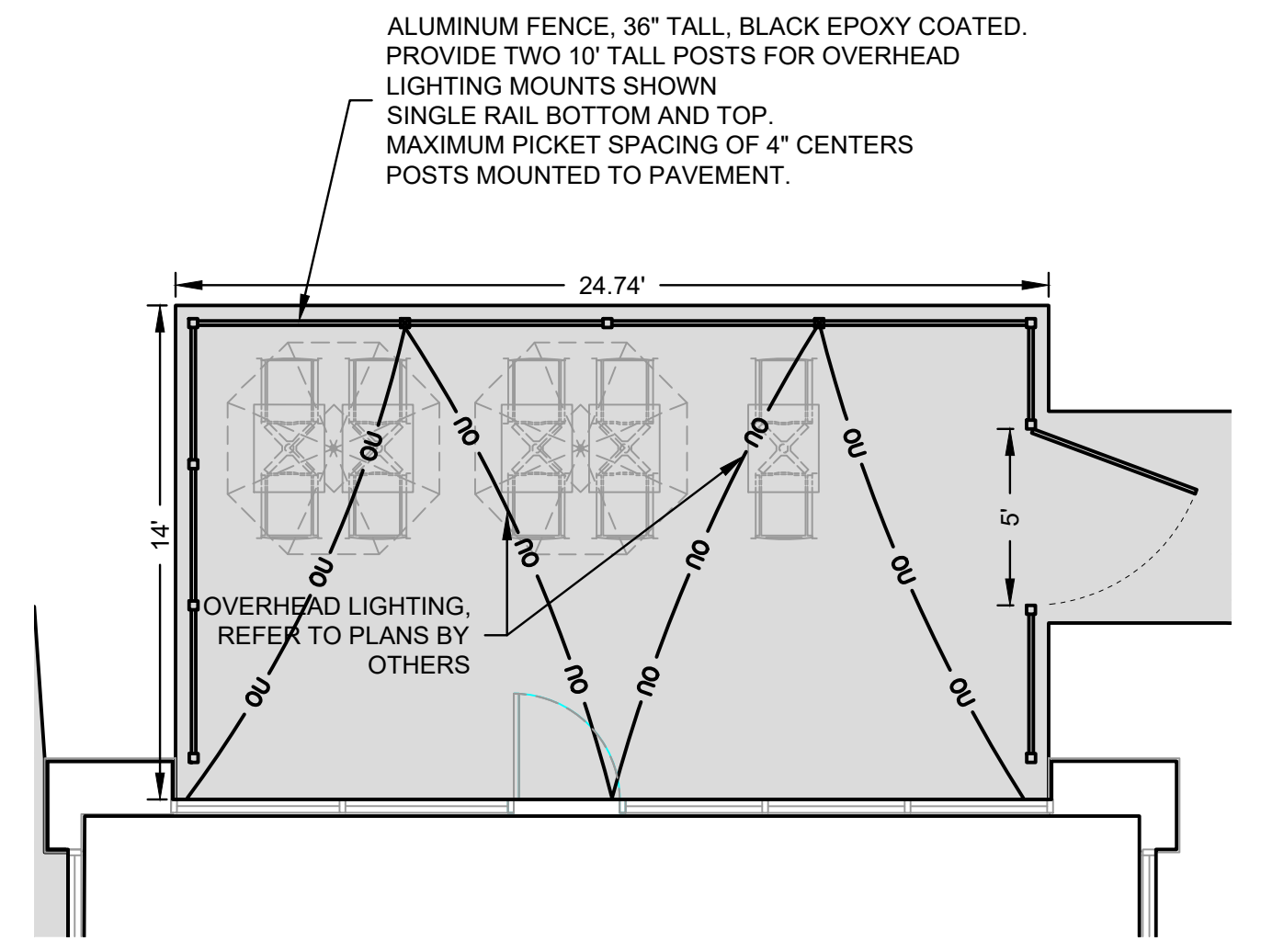
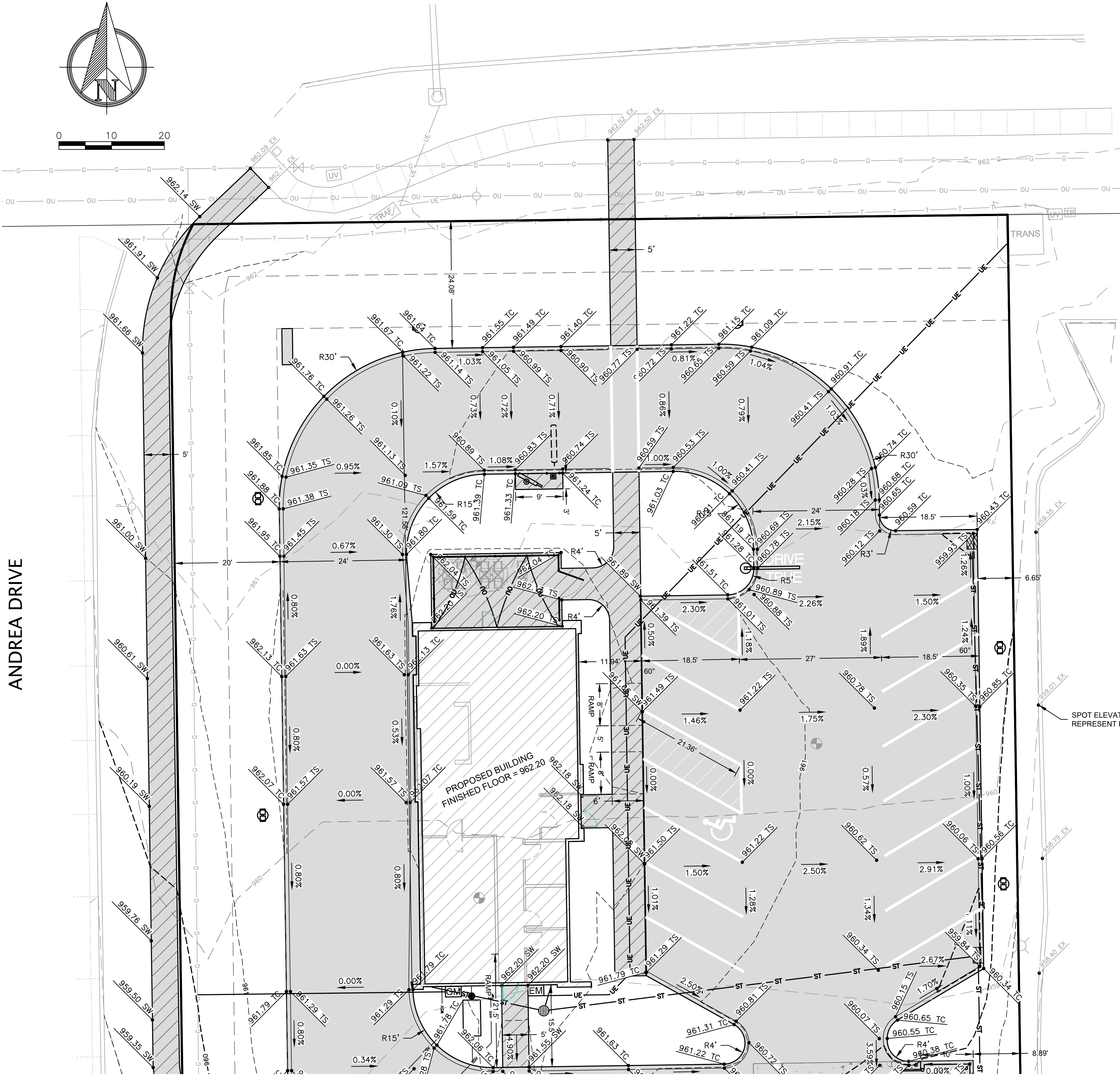
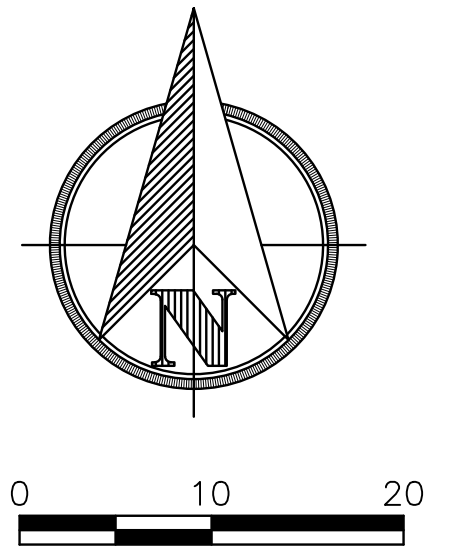
- PCC SIDEWALK, 5" PCC ON 4" MODIFIED SUBBASE
- PCC PAVEMENT, 6" PCC ON 6" MODIFIED SUBBASE
- PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE

PAVEMENT NOTES:

1. SIDEWALKS ARE DESIGNED AT 1.5% CROSS SLOPE OR LESS. AS CONSTRUCTED CROSS SLOPS SHALL NOT EXCEED 2%.
2. LONGITUDINAL SLOPE OF WALKS SHALL NOT EXCEED 5% (1:20) UNLESS AT CURB RAMPS IN WHICH CASE THE LONGITUDINAL SLOPE SHALL NOT EXCEED 8.3% (1:12). CARE SHALL BE TAKEN TO INSTALL WALKS IN ACCORDANCE WITH THE SURFACE DESIGN HEREIN.
3. END STALLS ARE 10' WIDE MEASURED FROM BACK OF CURB TO CENTER PAVEMENT MARKING. STANDARD STALLS ARE 9' WIDE MEASURED CENTER TO CENTER OF PAVEMENT MARKING. HANDICAP STALLS ARE AS NOTED.
4. PROVIDE AND INSTALL HANDICAP PARKING SIGNS. SIGNS SHALL BE ALUMINUM ON GALVANIZED STEEL SQUARE TUBE.

VIKING PLAZA DRIVE

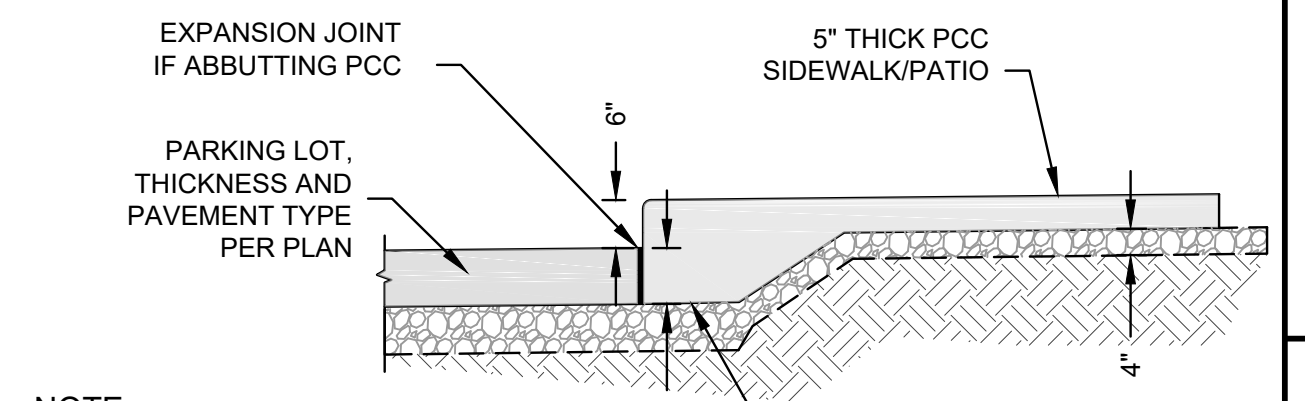
ANDREA DRIVE



SPOT ELEVATIONS ALONG CULVERS CURB REPRESENT EXISTING TOP CURB

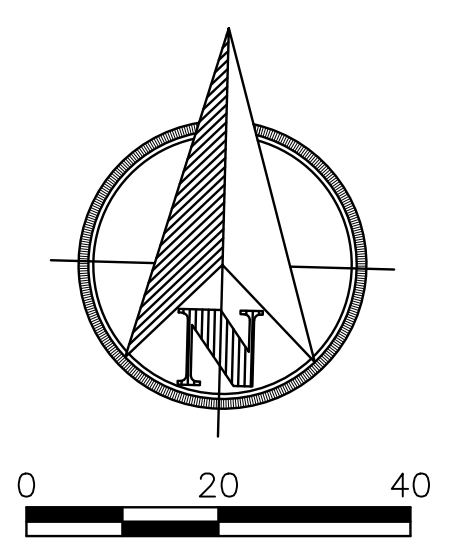
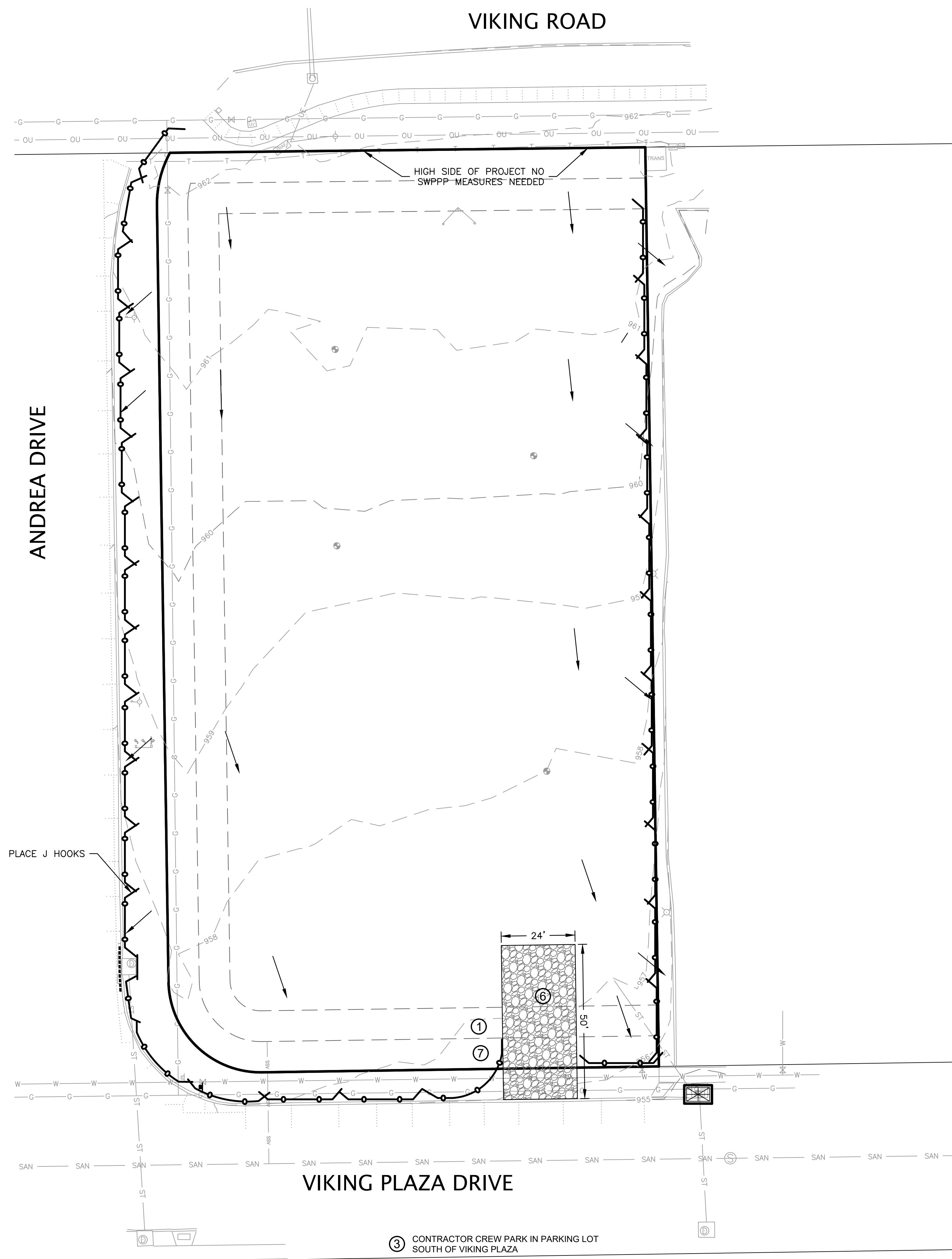
HATCHING LEGEND

- PCC SIDEWALK, 5" PCC ON 4" MODIFIED SUBBASE
- PCC PAVEMENT, 6" PCC ON 6" MODIFIED SUBBASE
- PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE



NOTE: REFER TO AND COMPLY WITH IOWA SUDAS 7030.202 FOR CLASS A SIDEWALK DETAILS

CLASS A SIDEWALK SECTION



KEY

- ① PORTABLE SANITARY FACILITY
- ② CONSTRUCTION DUMPSTER
- ③ CONSTRUCTION PARKING
- ④ CONSTRUCTION TRAILER
- ⑤ MATERIAL STORAGE
- ⑥ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
- ⑦ CONCRETE WASHOUT

LEGEND

- PCC
 - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
 - GRANULAR SURFACING PERMANENT OR TEMPORARY
 - EROSION MULCHING
 - TEMPORARY ROLLED EROSION CONTROL PRODUCT
 - INLET PROTECTION - SILT BAG
 - INLET PROTECTION - SOCK
 - 9" - FILTER SOCK, MULCH FILL**
 - SILT FENCE
- ** MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

NOTES:

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
3. CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.

Robinson Engineering Company
Consulting Engineers

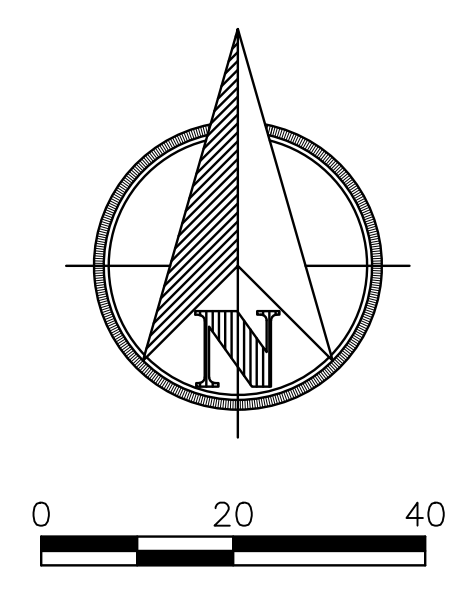
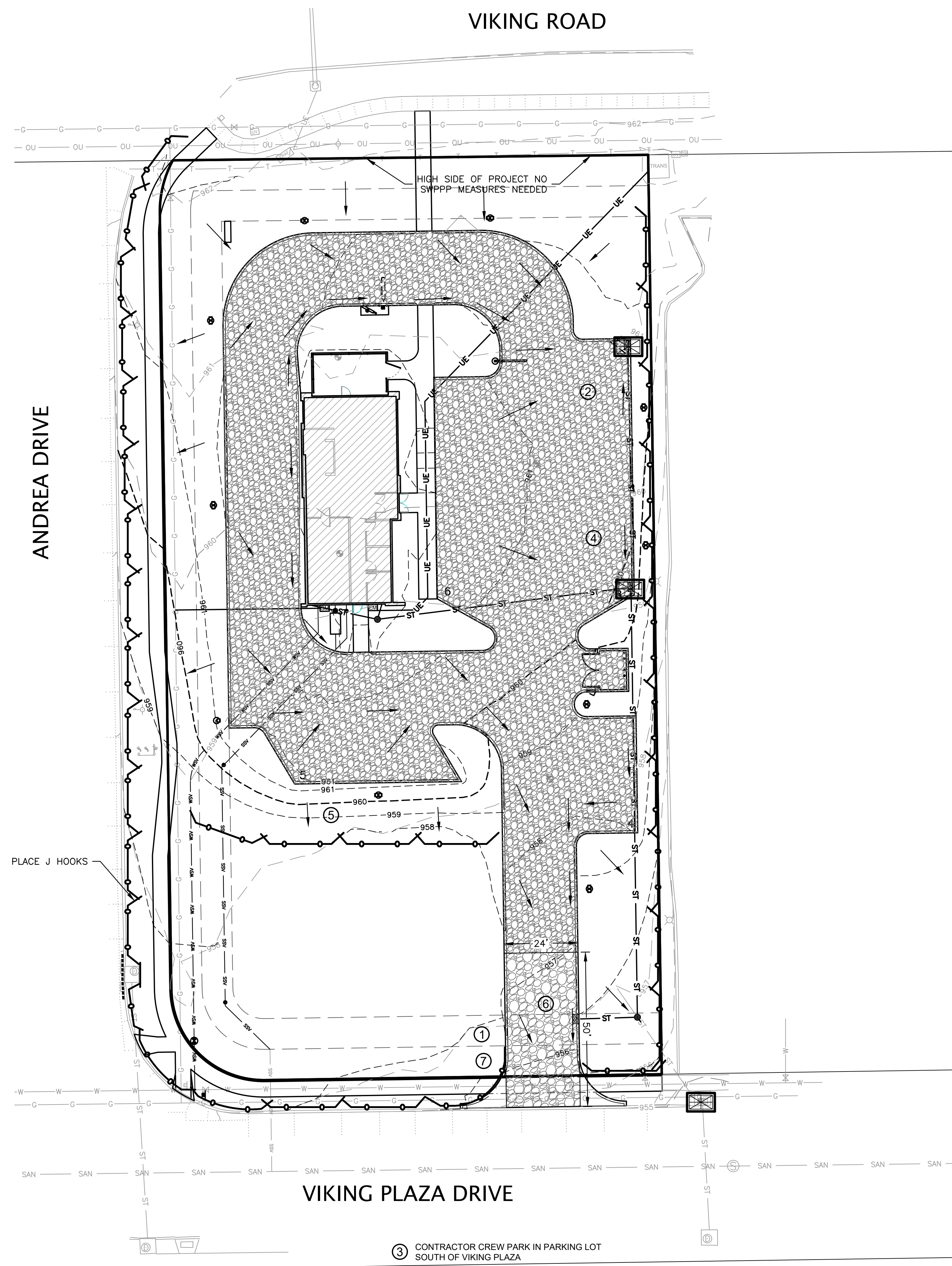
819 Second Street NE
Independence, Iowa 50644
319.397.7211



SWPPP - INITIAL

SCOOTERS VIKING PLAZA
PN 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C3.1
3/28/2021
SUBMITTAL 3



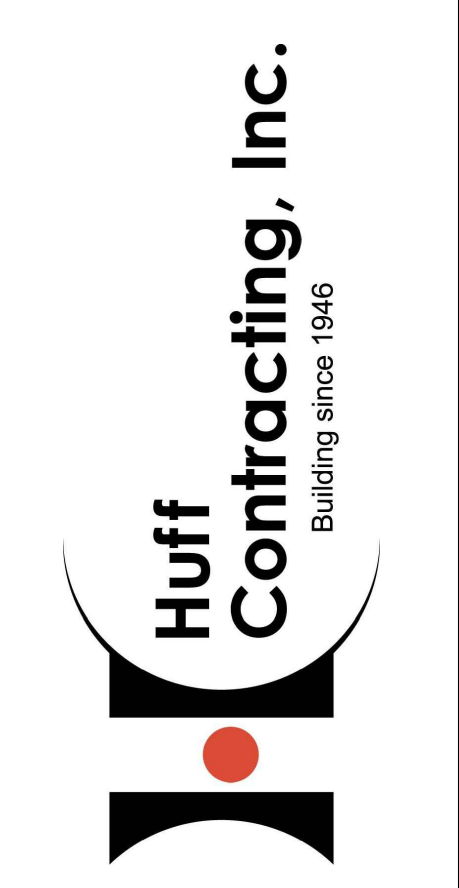
- KEY**
- ① PORTABLE SANITARY FACILITY
 - ② CONSTRUCTION DUMPSTER
 - ③ CONSTRUCTION PARKING
 - ④ CONSTRUCTION TRAILER
 - ⑤ MATERIAL STORAGE
 - ⑥ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
 - ⑦ CONCRETE WASHOUT

- LEGEND**
- PCC
 - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
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 - EROSION MULCHING
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- NOTES:**
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Robinson Engineering Company
Consulting Engineers

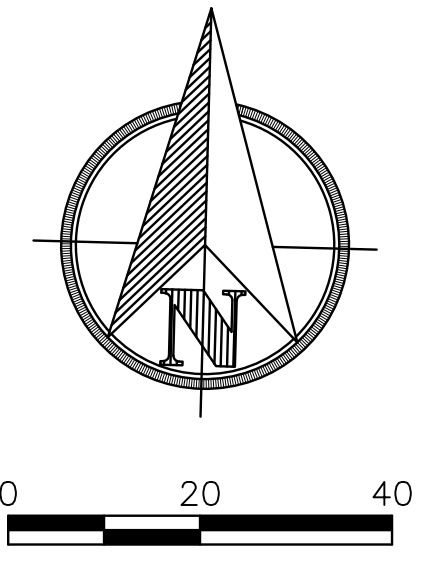
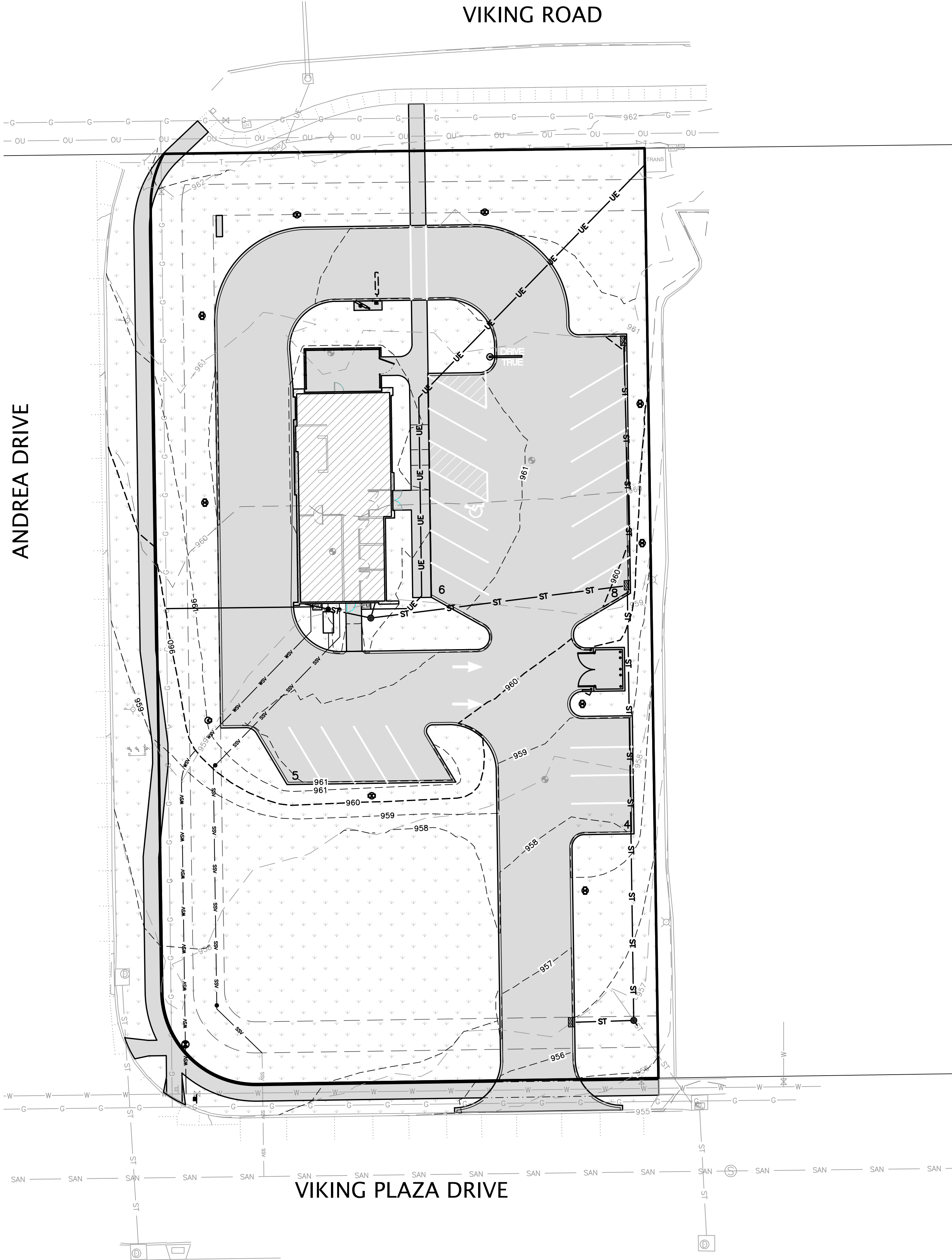
819 Second Street NE
Independence, Iowa 50644
319.334.7471



SWPPP - CONSTRUCTION

SCOOTERS VIKING PLAZA
PN 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C3.2
3/28/2021
SUBMITTAL 3



- KEY**
- ① PORTABLE SANITARY FACILITY
 - ② CONSTRUCTION DUMPSTER
 - ③ CONSTRUCTION PARKING
 - ④ CONSTRUCTION TRAILER
 - ⑤ MATERIAL STORAGE
 - ⑥ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
 - ⑦ CONCRETE WASHOUT

- LEGEND**
- PCC
 - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
 - GRANULAR SURFACING PERMANENT OR TEMPORARY
 - EROSION MULCHING
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Robinson Engineering Company
Consulting Engineers



Huff Contracting, Inc.
Building since 1946

SWPPP - FINAL STABILIZATION

SCOOTER'S VIKING PLAZA
PN 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C3.3
3/28/2021
SUBMITTAL 3



LANDSCAPE PLAN SCOOTERS COFFEE - VIKING PLAZA

ZONED - HWY-1 - HIGHWAY COMMERCIAL DISTRICT
LOT SIZE: 47,350 S.F. / 1.087 ACRES

REQUIREMENTS PER ORDINANCE (PARAPHRASED):

- A. MIN. OPEN SPACE OF 10% EXCLUDING PERIMETER SETBACK
- B. MIN. 0.02 PTS/SF OF SITE AREA. (REDUCTIONS POSSIBLE SUBJECT TO APPROVAL)
47,350 SF * 0.02 PTS/SF = 947 POINTS
- C. MIN. 0.75 PTS PER LF OF FRONTAGE
600 LF FRONTAGE * 0.75PTS/LF = 450 PTS

- SUB REQUIREMENTS
- OVERSTORY TREES PLACED ADJACENT TO PARKING AT A RATE OF 1 TREE PER 15 PARKING SPACES OR 1 TREE PER 2500 SF OF HARD SURFACE
18,542 SF PAVEMENT / 2500 SF = 8 TREES
 - LANDSCAPING AROUND PERIMETER OF PARKING AREAS.

OPEN SPACE PROVIDED
TOTAL AREA WITHIN LANDSCAPE SETBACK: 35,999 SF
TOTAL VEGETATED SURFACE: 14,429 S.F. (40.1%)

LANDSCAPE LEGEND

	26	Dense Yew	Taxus x media 'Densiformis'	#5	3-4'	280
	148	American Goldrush Rudbeckia	Rudbeckia 'American Goldrush'	#1	24-30"	N/A
	1	Zafiro Dwarf Spruce	Picea pungens 'Zafiro'	#10	4-5'	10
	1	Fat Albert Blue Spruce	Picea pungens 'Fat Albert'	5-6'	30-40'	80
	35	Kodiak Bush Honeysuckle	Dienella rivularis 'G2X8544'	#3	4-5'	175
	21	Caramel Coral Bells	Heuchera 'Caramel'	#1	18"	N/A
	58	Heavy Metal Switch Grass	Panicum virgatum 'Heavy Metal'	#3	4-6'	N/A
	6	Daylily	Hemerocallis 'Mighty Chestnut'	#1	24-30"	N/A
	3	Eastern Arborvitae	Thuja occidentalis 'Filip's Magic Moment'	#2	3-4'	15
	14	Dark Towers Penstemon	Penstemon 'Dark Towers'	#1	24"	N/A
	22	Sundrop Spirea	Spiraea x bumalda 'Sundrop'	#2	18"	110
	9	Green Mountain Boxwood	Buxus 'Green Mountain'	#5	30"	90
	20	Happy Returns Daylily	Hemerocallis 'Happy Returns'	#1	24"	N/A
	1	Palibin Lilac	Syringa meyeri 'Palibin' Tree Form	#7	4-6'	10
	8	Standing Ovation Little Bluestem	Schizachyrium scoparium 'Standing Ovation'	#1	24"	N/A
	6	Strawberry Sundae Hydrangea	Hydrangea paniculata 'Rensun'	#3	4'	30
	15	Zinfin Doll Hydrangea	Hydrangea paniculata 'SMNHRZEP'	#5	4'	150
	10	Limelight Hydrangea	Hydrangea paniculata 'Limelight'	#5	5-6'	100
	3	Firelight Hydrangea	Hydrangea paniculata 'SMNHPFL'	#5	5-6'	30
	10	Sherwood Compact Mugo Pine	Pinus mugo 'Sherwood Compact'	#5	24"	100
	6	Panther Ninebark	Physocarpus opulifolius 'N5'	#3	4'	30
	2	Crimson Sunset Maple	Malus 'JFS-KW202'	2" Caliper	35-40'	120
	5	Star Power Juniper	Juniperus x 'JN Select Blue'	4-5'	10-12'	150
	15	Wesuwe Salvia	Salvia 'Wesuwe'	#1	18-24"	N/A
	5	Standing Ovation Serviceberry	Amelanchier alnifolia 'Obelisk'	#5	12"	50
	2	Swamp White Oak	Quercus bicolor	2"	40'	160
	70	Millennium Onion	Allium 'Millennium'	#1	15"	N/A
Street Tree Plant Legend						
	2	Existing Overstory Trees	Existing Trees		30-40'	200
	4	Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	2" Caliper	40-50'	320

Robinson Engineering Company
Consulting Engineers

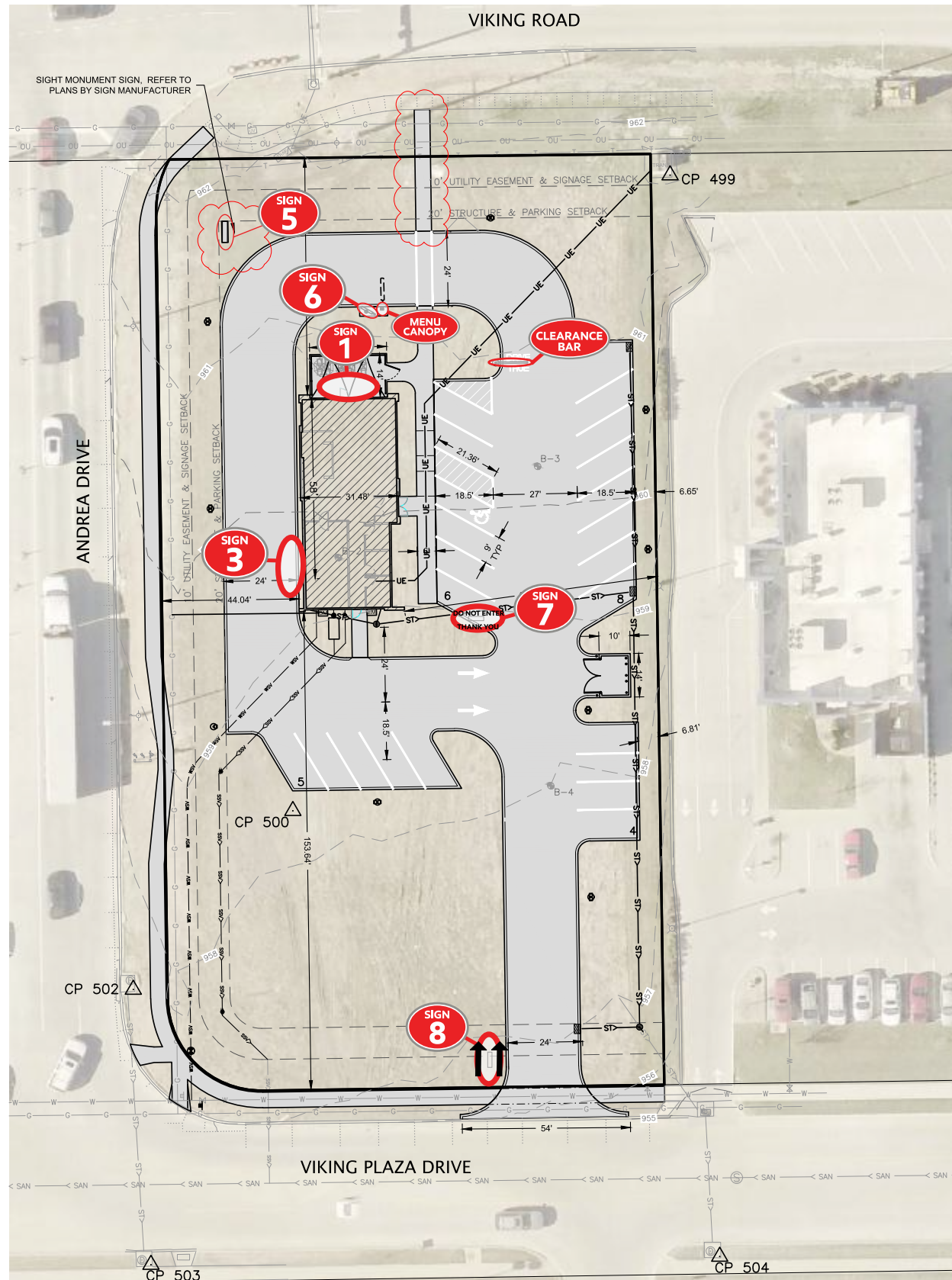


Huff Contracting, Inc.
Building since 1946

LANDSCAPE PLAN

SCOOTERS VIKING PLAZA
PW 4290-20
B3 BREW, LLC
306 MAIN AVENUE
CLEAR LAKE, IOWA 50428

C4.1
3/28/2021
SUBMITTAL 3



1120 N 18th Street • Omaha 68102
 402.341.6077 • 402.341.7654 fax

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DRAWING # : Site Plan
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens

SCOOTER'S
 COFFEE DRIVE-THRU

Viking Plaza
 Cedar Falls, IA

Date: 01.26.21
Revised: 03.29.21

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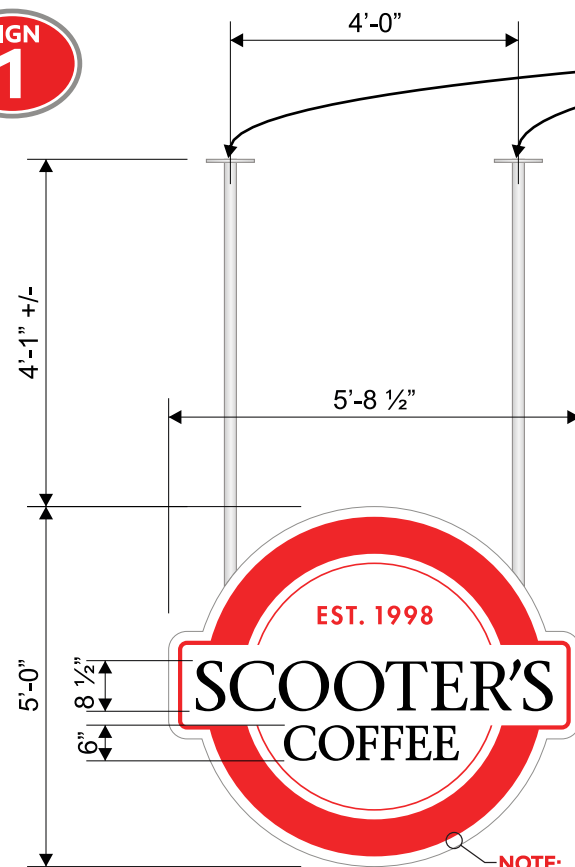
Signed _____ Date _____
 Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LIST 352

ILLUMINATED CHANNEL LOGO

SCALE: 3/8" = 1'-0"



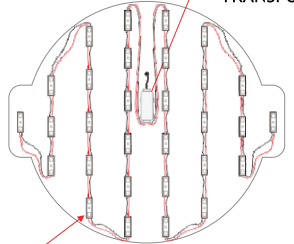
28.6 Sq. Ft.

NOTE: ALUM. RETAINERS. FACE OF RETAINERS ARE TO BE PAINTED WHITE AND RETURNS ARE TO BE PAINTED BLACK.

NOTE: 2 INCH x 2 INCH ALUMINUM Sq. TUBE SUPPORTS WITH 8 INCH x 8 INCH x 1/2" MOUNTING PLATE(S). SUPPORTS ARE TO BE PAINTED AKZO-NOBEL BRUSHED ALUMINUM.

NOTE: 1 INCH x 1 INCH ALUMINUM Sq. TUBE SUPPORTS WITH 4 INCH x 4 INCH x 1/4" ADJUSTING PLATE(S). SUPPORTS ARE TO BE PAINTED AKZO-NOBEL BRUSHED ALUMINUM.

NOTE: SELF CONTAINED TRANSFORMER.



NOTE: LED MODULES ARE RIVETED TO ALUMINUM BACK AND SEALED WITH SILICONE. NUMBER OF LED MODULES WILL VARY DEPENDING ON LOGO SIZE.

C1 NORTH ELEVATION
Scale: 1/4" = 1'-0"



19'-0" T.O. PARAPET

0'-0" T.O. FINISHED FLOOR

SCOOTER'S COFFEE DRIVE-THRU

Item 32.

SPECIFICATIONS

ILLUMINATED CHANNEL LOGO

FABRICATED FROM .050 BLACK PRE-FINISHED ALUMINUM RETURNS ATTACHED TO .063 ALUMINUM BACKS. FACE IS TO BE 3/16" WHITE PLEXIGLAS WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH WHITE LED'S. LOGO IS TO BE MOUNTED TO FASCIA IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230 TRANSLUCENT FILM

- LT. TOMATO RED 230-43
- BLACK 230-22



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DRAWING # : 126483
PROJECT ID: 25086
SALES PERSON: Andye Nelson
DRAWN BY: wes stephens



Viking Plaza Cedar Falls, IA
Date: 01.26.21
Revised: 000000

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Signed _____ Date _____
Sales Rep. _____ Date _____

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 353

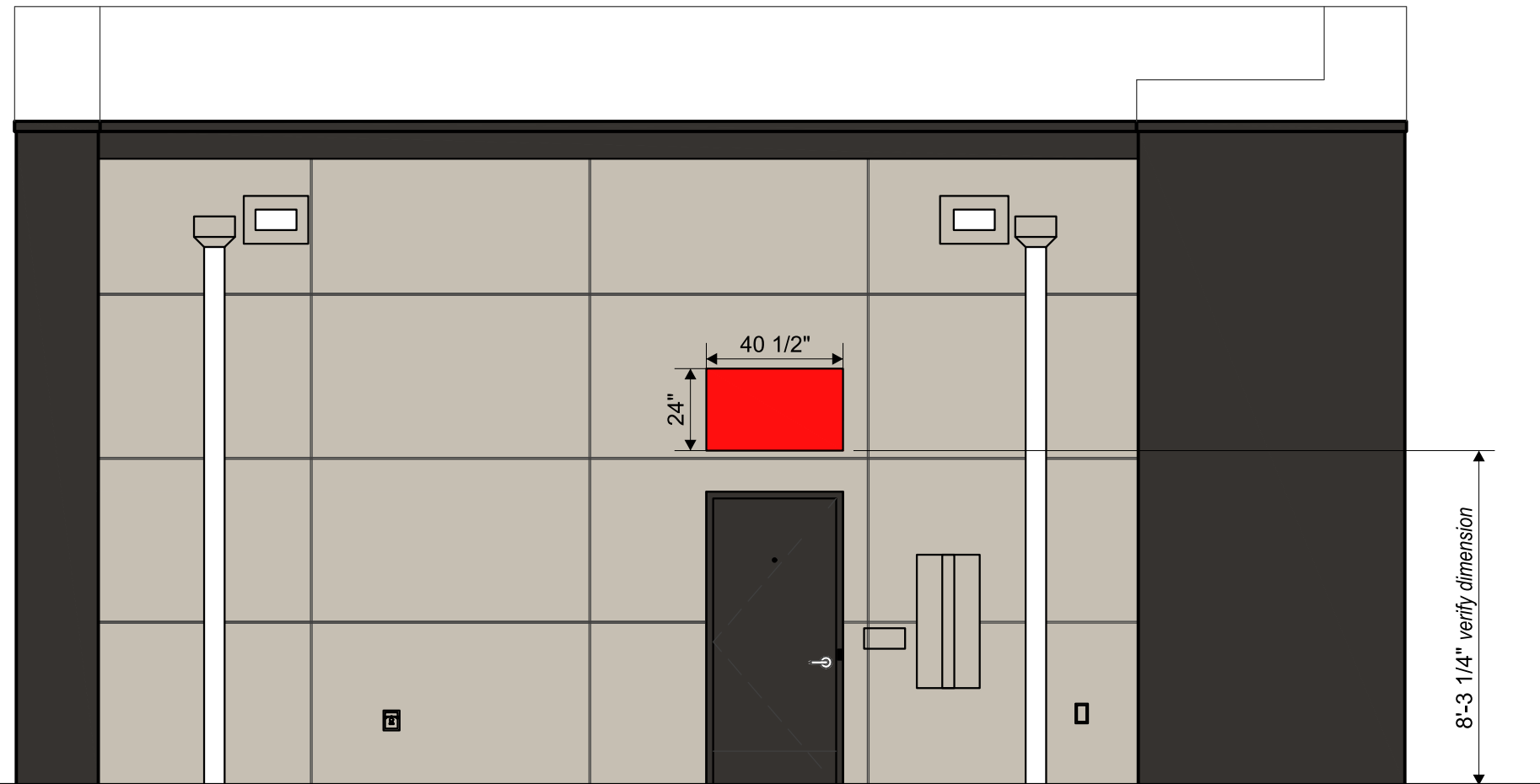
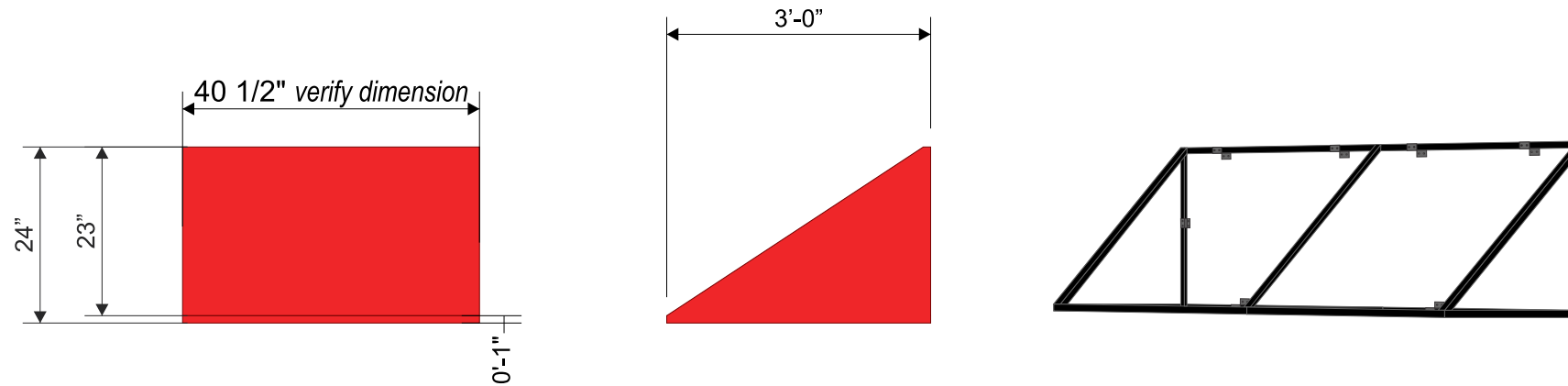
SCOOTER'S COFFEE DRIVE-THRU

Awning Display

FRAME: 1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN: LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS: (As Noted)

INSTALLATION:
 PANEL IS TO BE MOUNTED TO FASCIA USING PROPER
 HARDWARE AND FASTENERS (NON-CORROSIVE).
 14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2"
 TAP CONS TO EXISTING FASCIA.

NON-ILLUMINATED AWNING DISPLAY Item 32.
 SCALE: 1/4"



C3 SOUTH ELEVATION
 Scale: 1/4" = 1'-0"

16'-5"
 T.O. PARAPET

0'-0"
 T.O. FINISHED FLOOR



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DRAWING # : 126485
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens



**Viking Plaza
 Cedar Falls, IA**

Date: 01.26.21

Revised: 03.02.21

NOTICE:

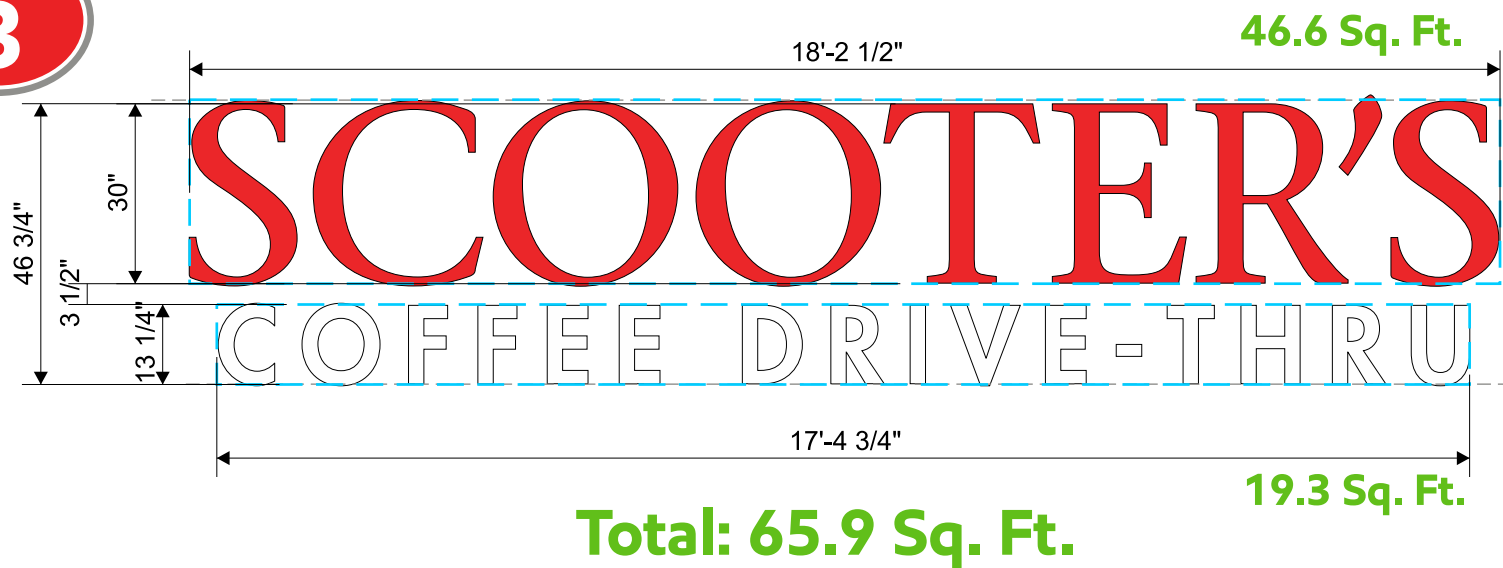
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Signed _____ Date _____
 Sales Rep. _____ Date _____

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SIGN 3



NOTE:
ALUMINUM REVERSE RACEWAY
LOCATED ON ROOF BEHIND
PARAPET WALL.

NOTE:
POWER TO EXIT AT TOP AREA OF
"SCOOTER'S"

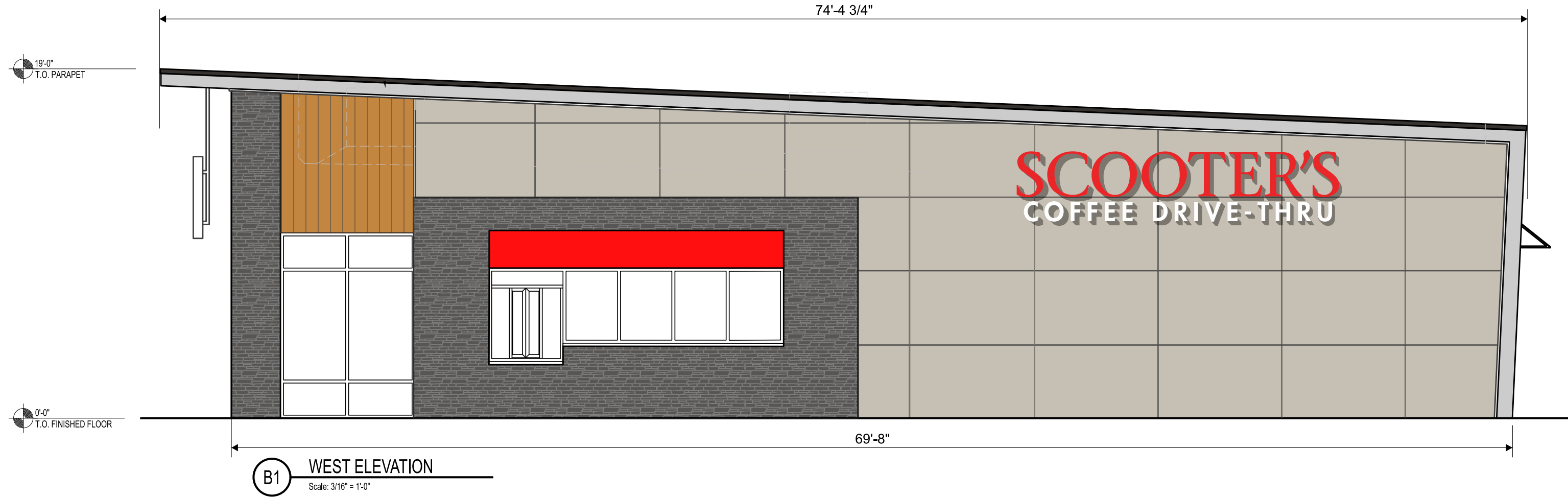
NOTE:
POWER TO EXIT AT LOWEST POINT
OF "COFFEE DRIVE-THRU"

NOTE:
POWER TO EXIT LOWER
LETTERS AND ENTER STORE.



FLUSH MOUNTED CHANNEL LETTER
SCALE: 3/8" Item 32.

SCOOTER'S	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
VINYL:	230-43 Tomato Red - Translucent
TRIM-CAP:	1 Inch Black
ILLUMINATION:	Red Hanley LED's
COFFEE DRIVE-THRU	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
TRIM-CAP:	1 Inch Black
ILLUMINATION:	White Hanley LED's



Omaha Neon Sign Company

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DRAWING # : 126486
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens

Viking Plaza
Cedar Falls, IA

Date: 01.26.21
Revised: 03.29.21

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Signed _____ Date _____
Sales Rep. _____ Date _____

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UL LIST 355

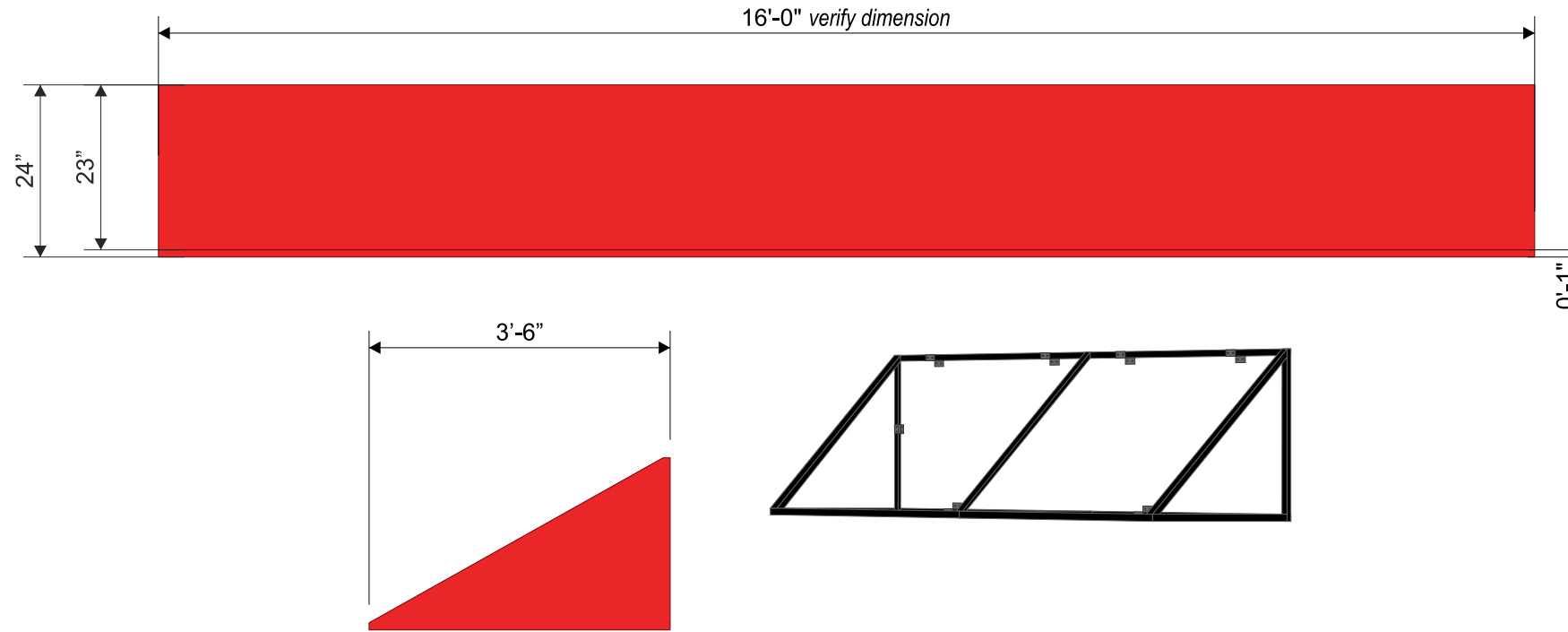
SCOOTER'S COFFEE DRIVE-THRU

Awning Display

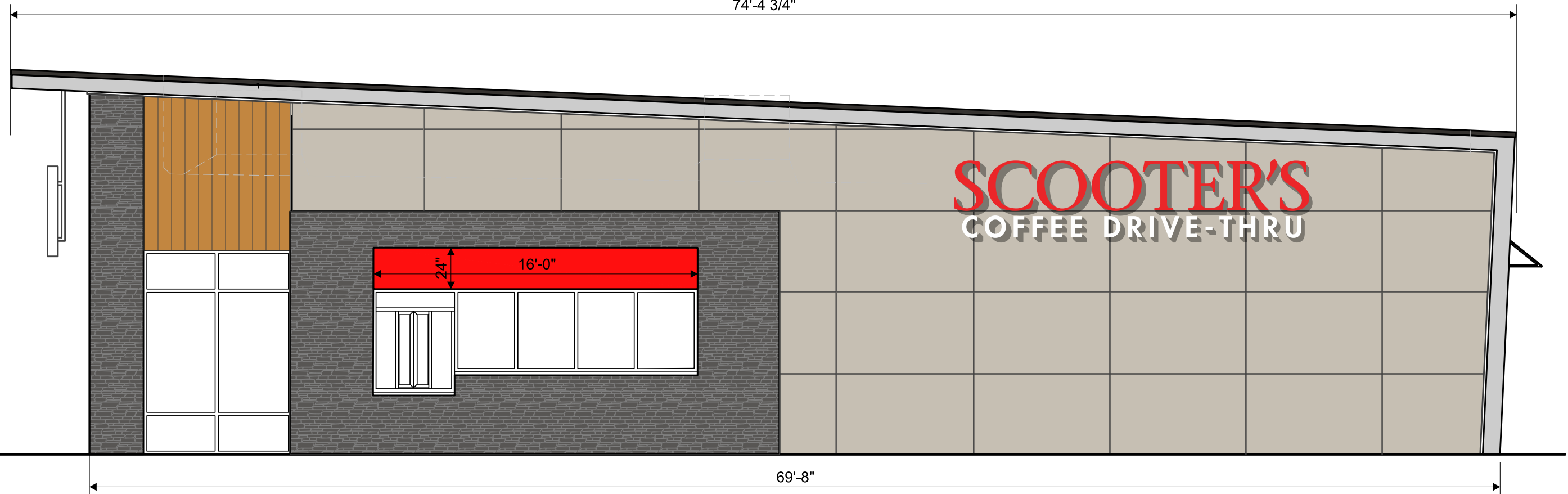
FRAME: 1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN: LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS: (As Noted)

INSTALLATION:
 PANEL IS TO BE MOUNTED TO FASCIA USING PROPER
 HARDWARE AND FASTENERS (NON-CORROSIVE).
 14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2"
 TAP CONS TO EXISTING FASCIA.

NON-ILLUMINATED AWNING DISPLAY
 SCALE: 1/2" = 1'-0" Item 32.



19'-0"
T.O. PARAPET



0'-0"
T.O. FINISHED FLOOR

B1 WEST ELEVATION
 Scale: 3/16" = 1'-0"



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DRAWING # : 126487
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens

**SCOOTER'S
COFFEE DRIVE-THRU**

**Viking Plaza
Cedar Falls, IA**

Date: 01.26.21

Revised: 03.29.21

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Signed _____ Date _____
 Sales Rep. _____ Date _____

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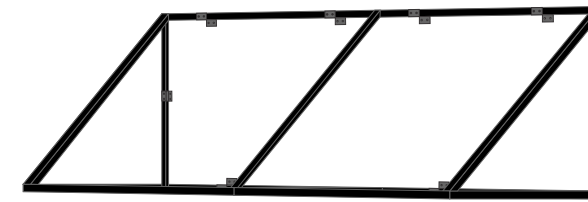
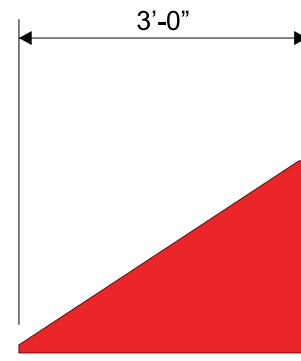
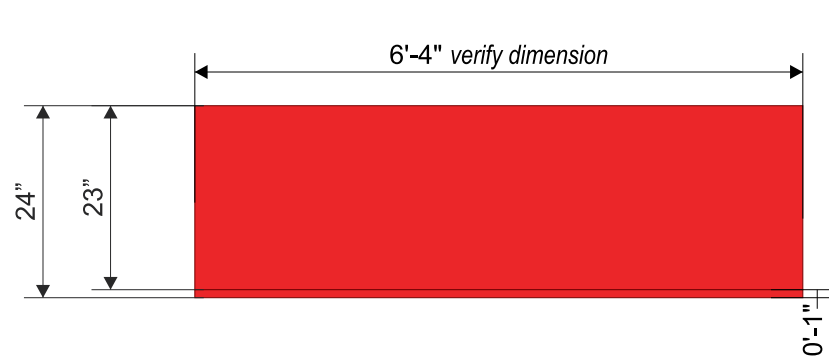


SCOOTER'S COFFEE DRIVE-THRU

Awning Display

FRAME: 1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN: LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS: (As Noted)

INSTALLATION:
 PANEL IS TO BE MOUNTED TO FASCIA USING PROPER
 HARDWARE AND FASTENERS (NON-CORROSIVE).
 14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2"
 TAP CONS TO EXISTING FASCIA.



NON-ILLUMINATED AWNING D
 SCALE: 1/2" = 1'-0" Item 32.



A1 EAST ELEVATION
 Scale: 3/16" = 1'-0"



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DRAWING # : 126489
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens



**Viking Plaza
 Cedar Falls, IA**

Date: 01.26.21

Revised: 03.29.21

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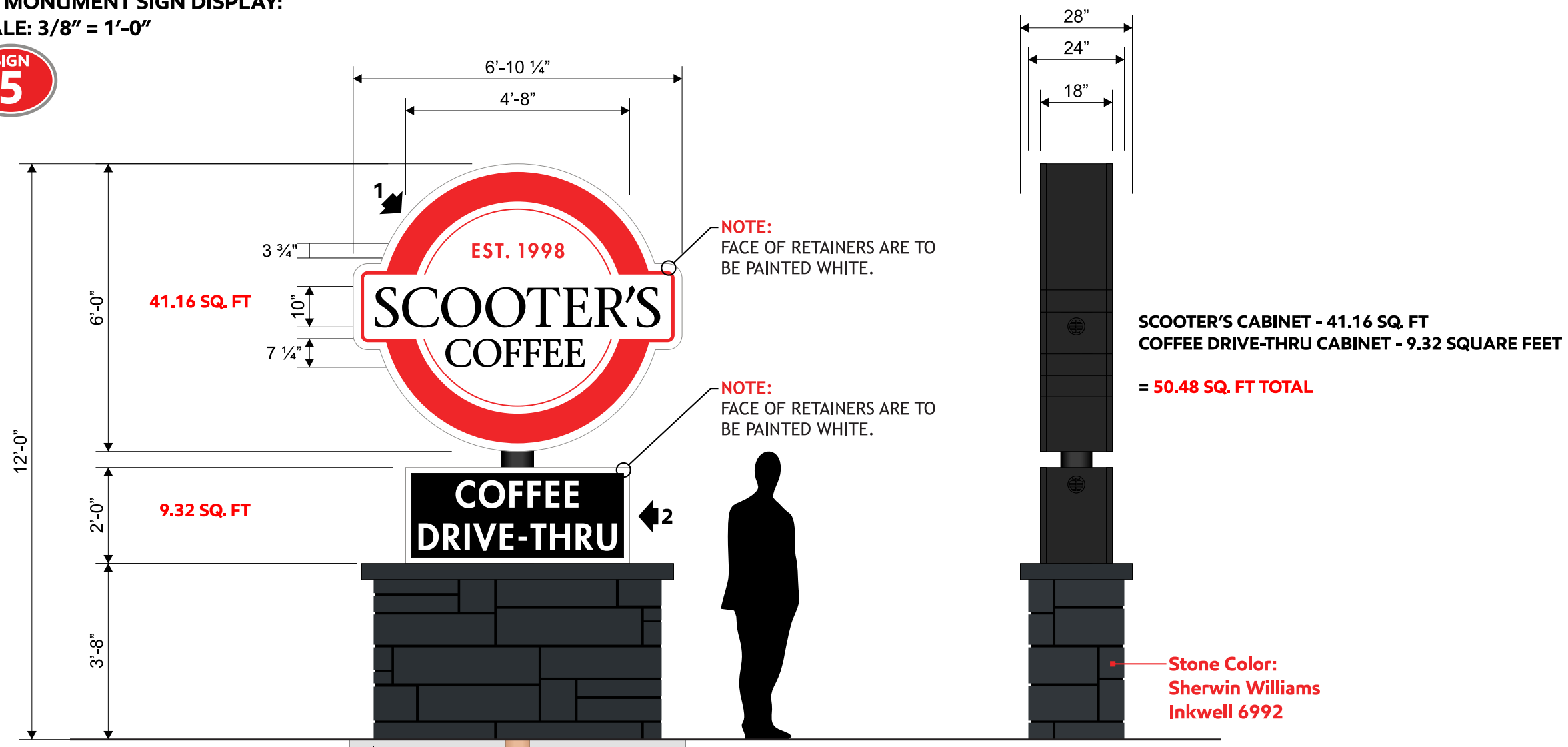
Signed _____ Date _____
 Sales Rep. _____ Date _____

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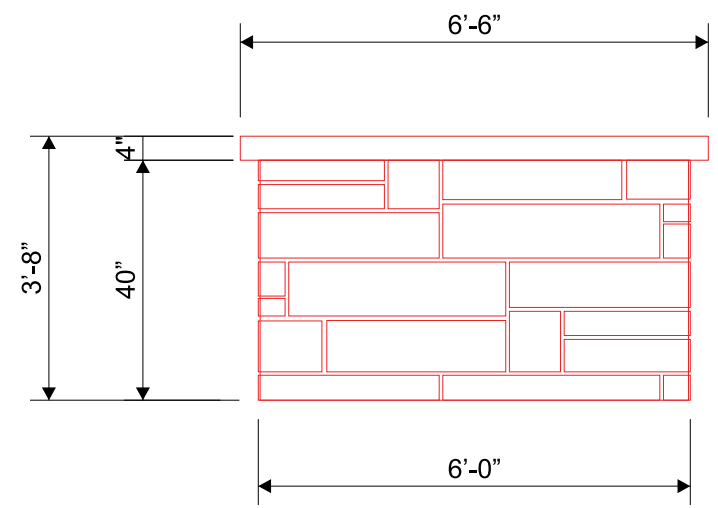


D/F MONUMENT SIGN DISPLAY:
SCALE: 3/8" = 1'-0"

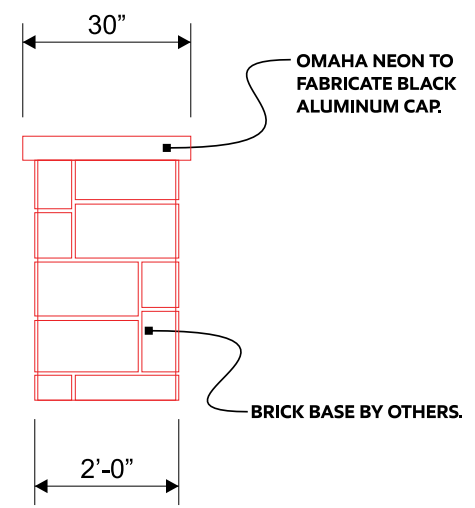
SIGN
5



SPREAD FOOTING DETAIL
DEPTH: 5'-0"
FACE WIDTH: 7'-0"
END WIDTH: 3'-0"
TYPE: SPREAD
STEEL SIZE: 6 INCH STD.
TO BE VERIFIED



BASE DETAIL: FACE



BASE DETAIL: END

Stone Color:
Sherwin Williams
Inkwell 6992

SCOOTER'S CABINET - 41.16 SQ. FT
COFFEE DRIVE-THRU CABINET - 9.32 SQUARE FEET
= 50.48 SQ. FT TOTAL

1 SCOOTER'S COFFEE DRIVE-THRU Monument Sign Display (Primary) Item 32.

FABRICATED FROM .050 ALUMINUM PAINTED WHITE OVER AN INTERNAL ANGLE FRAME WITH WHITE PRE-FINISHED ALUMINUM SKIN. RETAINERS ARE TO BE ALUMINUM PAINTED WHITE. FACES ARE TO BE WHITE LEXAN WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH ONE (1) ROW OF WT HANLEY PHEONIX LED LIGHTING. CABINET IS TO BE MOUNTED TO SINGLE POLE STRUCTURE (AS NOTED).

2 SCOOTER'S COFFEE DRIVE-THRU Monument Sign Display (Secondary)

FABRICATED FROM EC-FRAME (EXTRUDED ALUMINUM AND WILL HAVE ALUMINUM SKIN PAINTED. CABINET AND RETAINERS ARE TO BE PAINTED WHITE. FACE(S) IS TO BE 3/16" WHITE PLEXIGLAS #2793 WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE. INTERNAL ILLUMINATION WITH WHITE HANLEY PHOENIX S/S LED'S. CABINET IS TO BE MOUNTED TO POLE STRUCTURE USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230
TRANSLUCENT FILM

- LT. TOMATO RED 230-43
- BLACK 230-22

OMAHA NEON TO FABRICATE BLACK ALUMINUM CAP.

BRICK BASE BY OTHERS.



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DRAWING # : 126490
PROJECT ID: 25086

SALES PERSON: Andye Nelson

DRAWN BY: wes stephens



Viking Plaza
Cedar Falls, IA

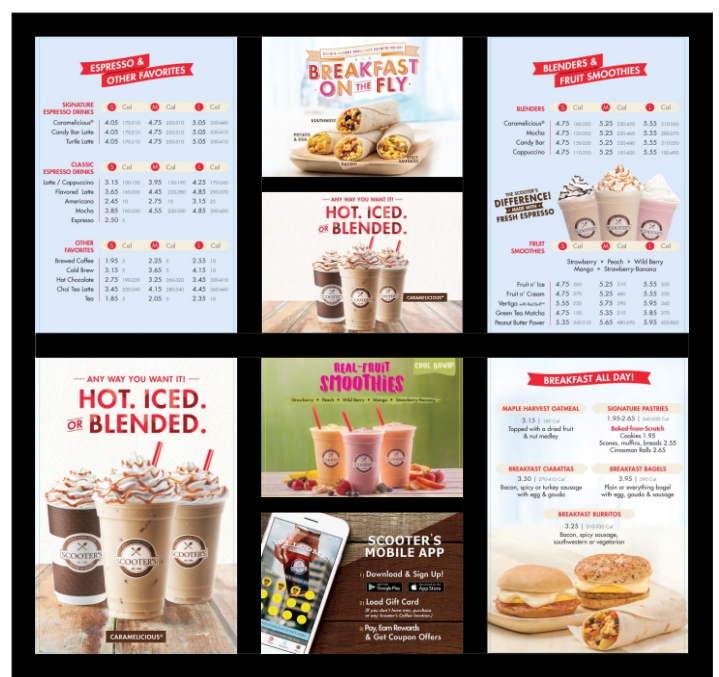
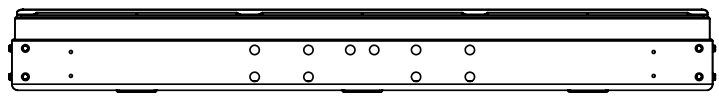
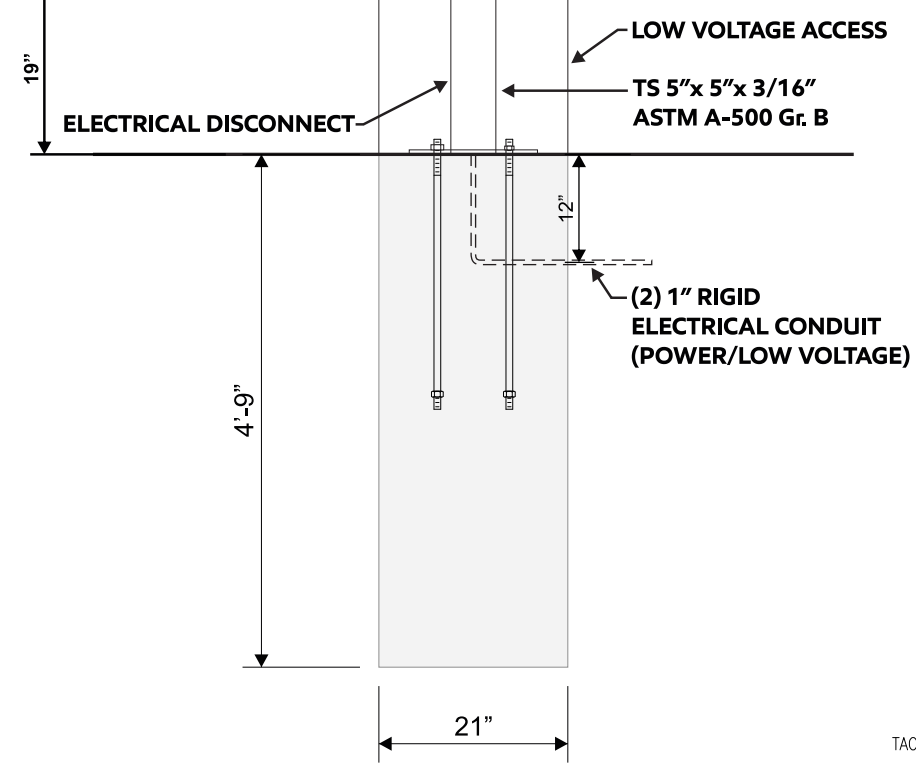
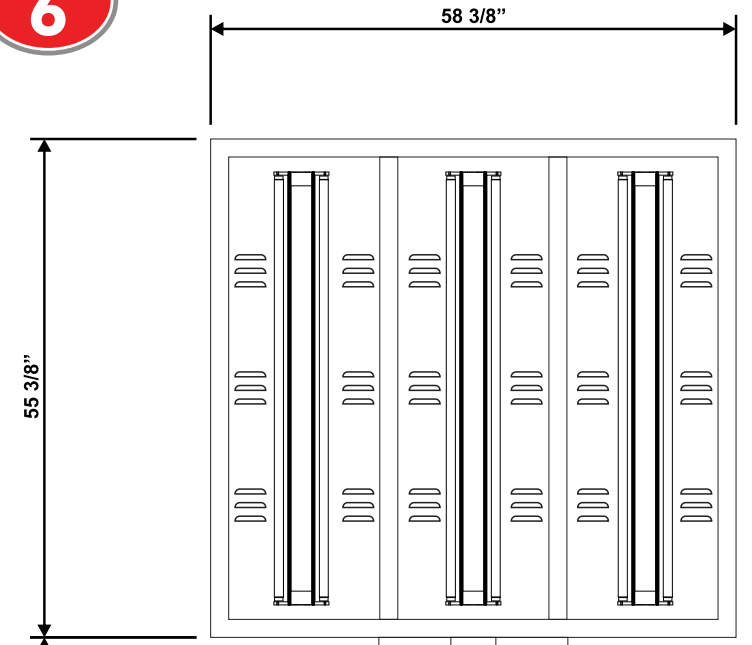
Date: 01.26.21
Revised: 000000

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Signed _____ Date _____
Sales Rep. _____ Date _____

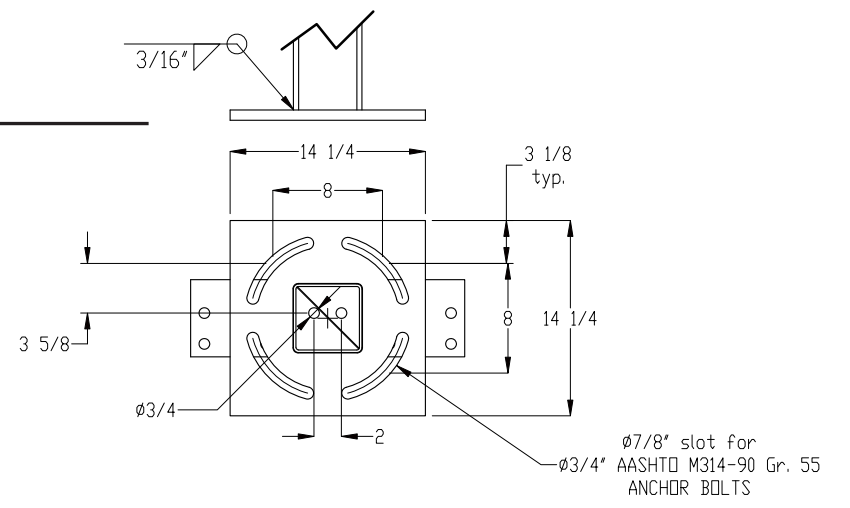
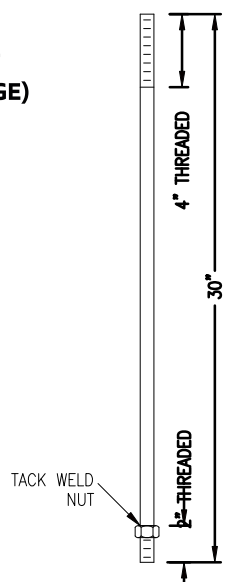
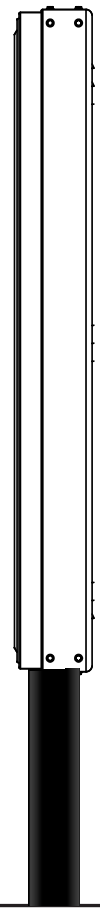
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LIST 358



Scoters Coffee
Project U19
 Ref#GK-18-536r3 • Aug. 21, 2018

- ILLUMINATED DRIVE-THRU SYSTEM:**
- LED LIGHTING
 - MOUNTED TO EXISTING PIPE AND FOOTING AS SHOWN
 - GRAPHICS ARE CHANGEABLE



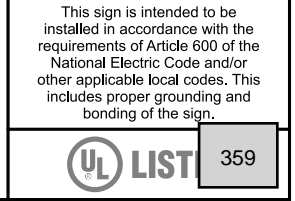
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DRAWING # : 126491
PROJECT ID: 25086
SALES PERSON: Andye Nelson
DRAWN BY: wes stephens

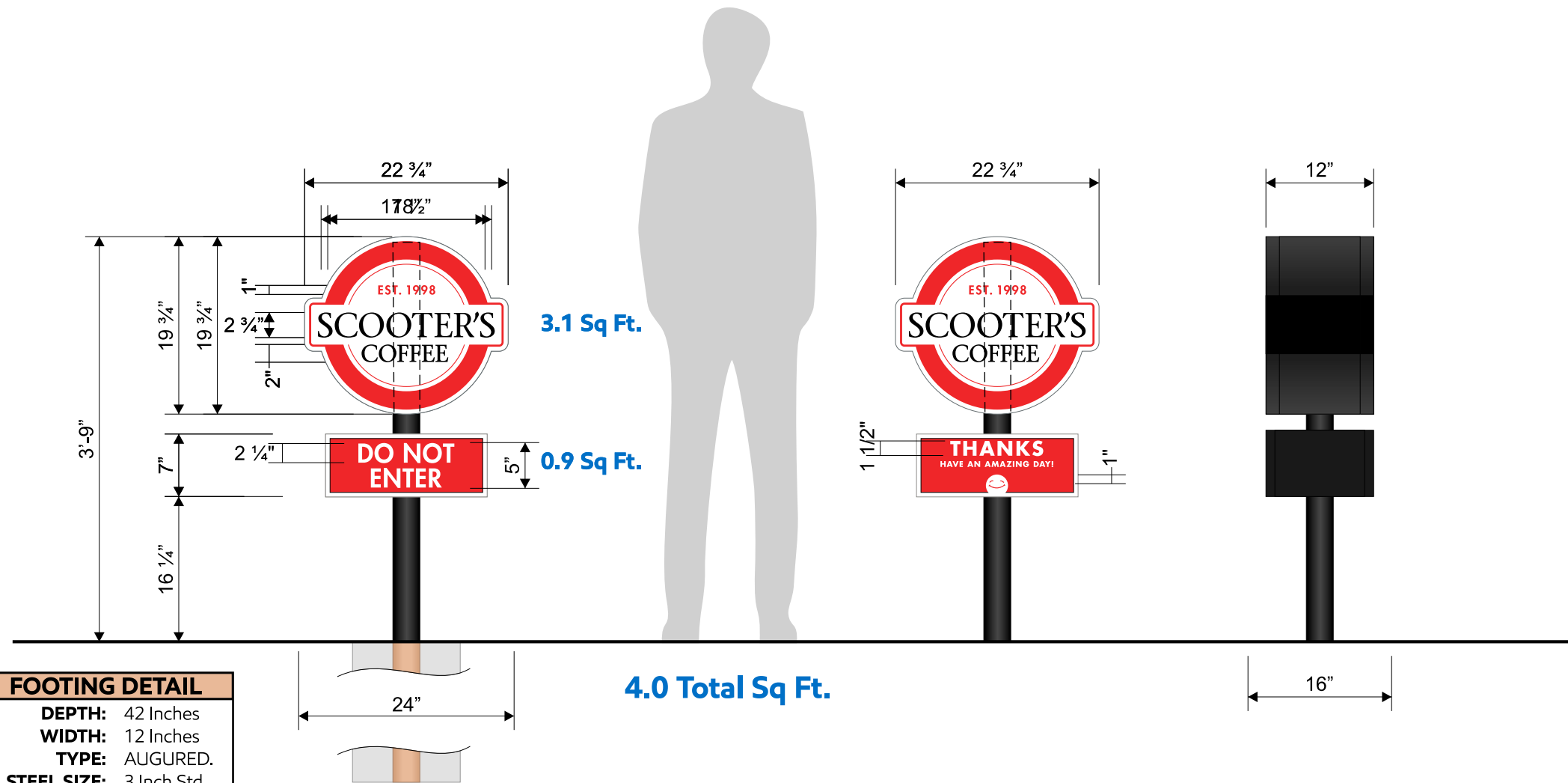


Viking Plaza
Cedar Falls, IA
Date: 01.26.21
Revised: 000000

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 Signed _____ Date _____
 Sales Rep. _____ Date _____



SCOOTER'S COFFEE DRIVE-THRU	
Directional Sign Display	
INTERIOR FRAME:	1 Inch Angle Iron
CABINET COLOR:	.063 Aluminum Painted Black.
TRIM-CAP:	1 Inch Black.
FACE MATERIAL:	3/16" White Plexiglas
GRAPHICS:	Applied Vinyl Graphics (as noted).
ILLUMINATION:	White Hanley LED's
CABINET IS TO BE MOUNTED IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).	



3M Series 230
TRANSLUCENT FILM

	LT. TOMATO RED 230-43
	BLACK 230-22

FOOTING DETAIL

DEPTH:	42 Inches
WIDTH:	12 Inches
TYPE:	AUGURED.
STEEL SIZE:	3 Inch Std.

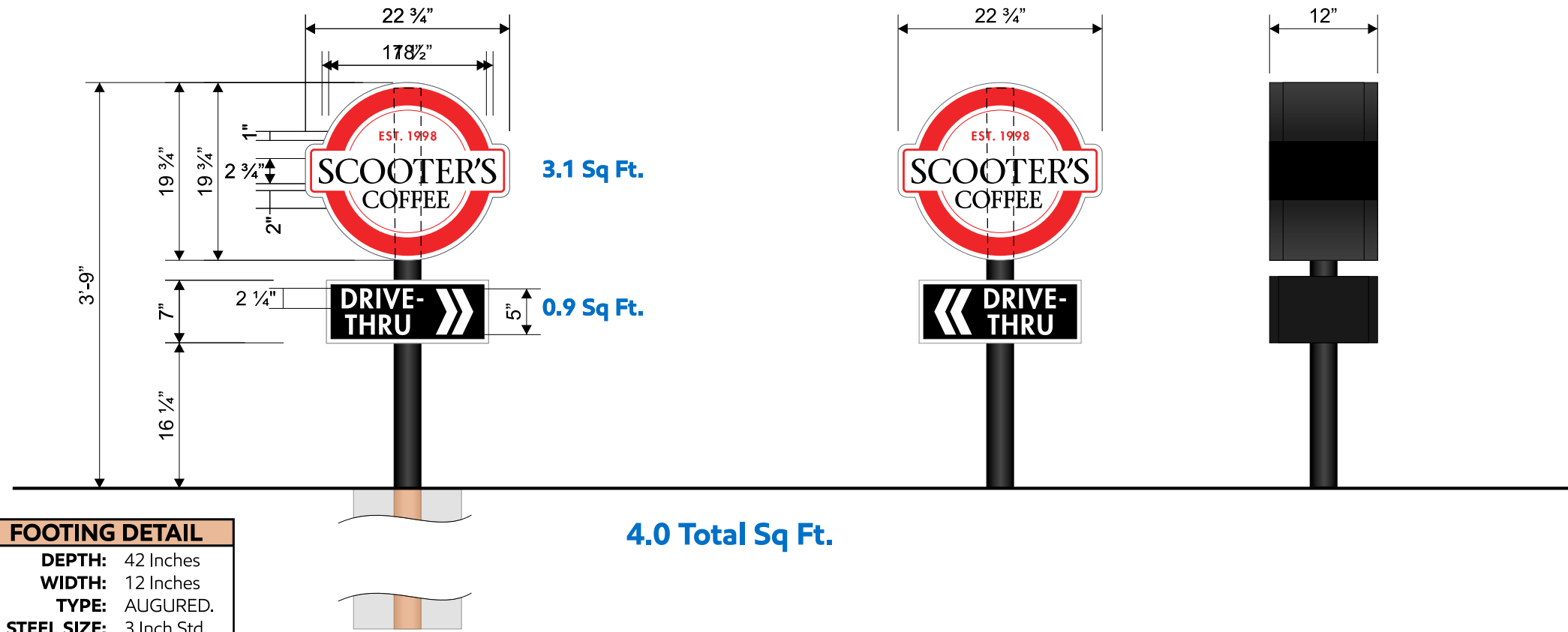
NOTE: TO BE VERIFIED.

NOTICE:

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Signed _____ Date _____
Sales Rep. _____ Date _____

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FOOTING DETAIL	
DEPTH:	42 Inches
WIDTH:	12 Inches
TYPE:	AUGURED.
STEEL SIZE:	3 Inch Std.

NOTE: TO BE VERIFIED.

SCOOTER'S COFFEE DRIVE-THRU Directional Sign Display	
INTERIOR FRAME:	1 Inch Angle Iron
CABINET COLOR:	.063 Aluminum Painted Black.
TRIM-CAP:	1 Inch Black.
FACE MATERIAL:	3/16" White Plexiglas
GRAPHICS:	Applied Vinyl Graphics (as noted).
ILLUMINATION:	White Hanley LED's
CABINET IS TO BE MOUNTED IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).	

3M Series 230 TRANSLUCENT FILM	
	LT. TOMATO RED 230-43
	BLACK 230-22

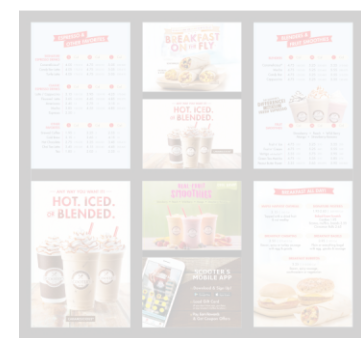
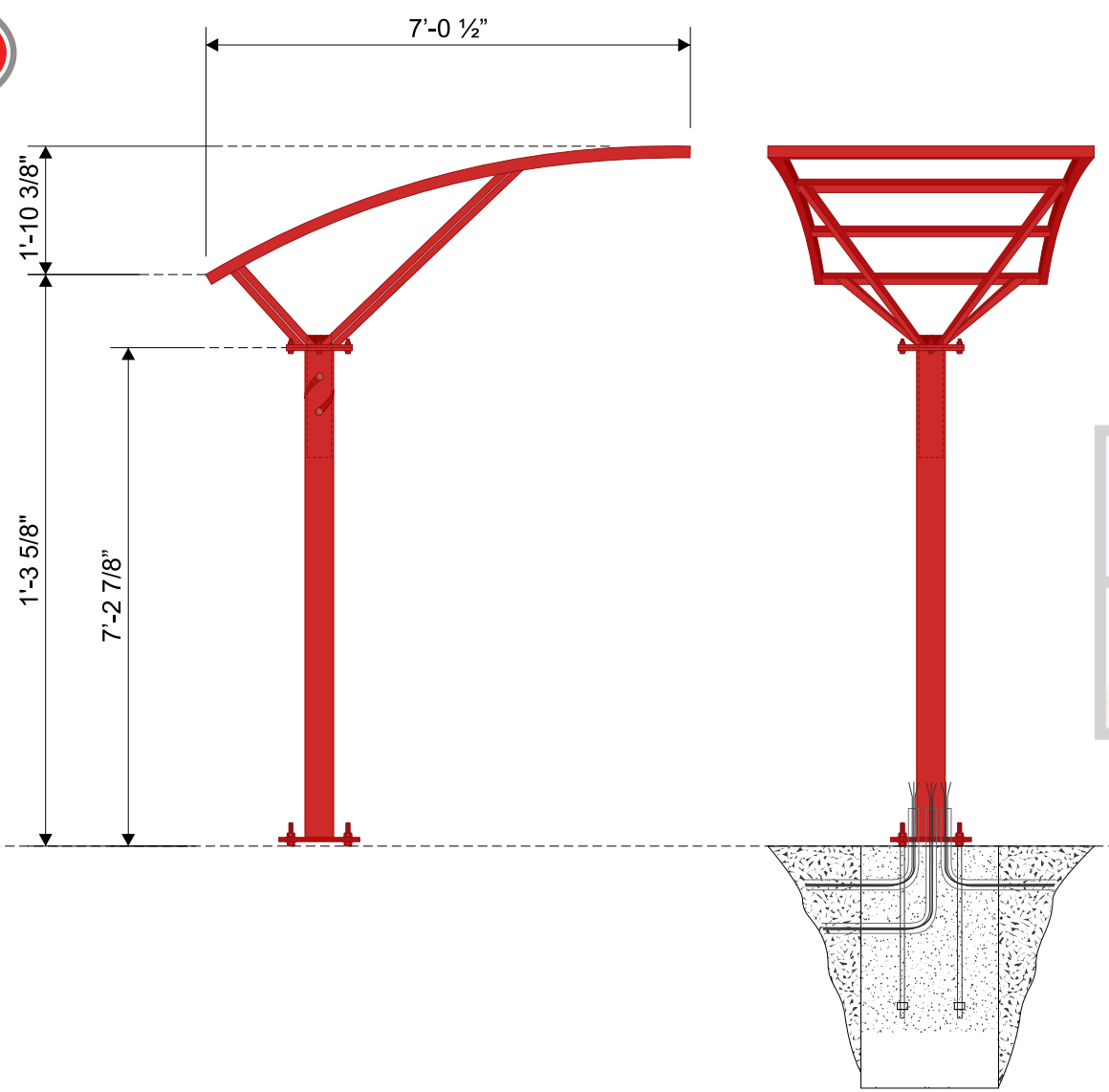
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MENU CANOPY



Item 32.

Mounting to Foundation

After the concrete has set, remove template and discard. **NOTE: Do not discard the four (4) or, (8) nuts that were just removed.**

The pedestal base plate is now ready to be mounted. Remove any concrete residue from the threads of the anchor bolts. Thread one (1) nut onto each bolt until it stops; then put a flat washer over each bolt. Feed the 120VAC power lines and ground lead into the inside back hole of the bottom of the pedestal base (see **Diagram G, H and J**). Set pedestal base onto anchor bolts place a flat and lock washer over each bolt, and thread on nut. The top surface of the pedestal base should be rough leveled at this time. Adjust the upper and lower hex nuts until the pedestal base is level and tighten. **NOTE: Final leveling can be done after the product is in place (if required).** Use the same procedure as above.

Locate the power leads. These will be hanging from the opening in the bottom of the menu board.

The product is factory wired and needs only to be energized on the job site. This should be done by a qualified electrician only. No disassembly is required.

Connect unit power leads and grounding conductor (green lead) to the power source. Power source must be 120VAC, 60 Hz. Energize the circuit to check the operation. Connect the speaker/microphone (if provided) to the internal communication system

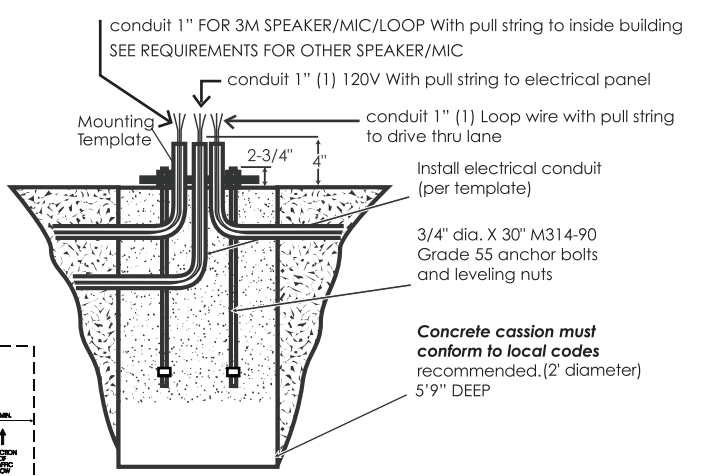
WARNING: DO NOT CONNECT THE SPEAKER/MIC/DATA/CAT 5/LOOP WIRE TO 120VAC (POWER SOURCE).

AMPS REQUIRED 120V

CURVED TOP CANOPY LED LIGHTING - .2amps
FLAT TOP CANOPY LED LIGHTING - .3amps

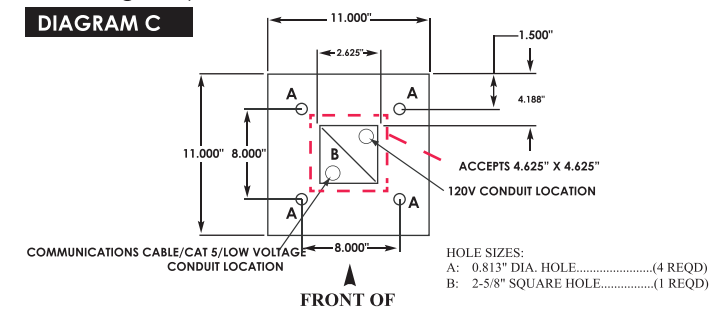
DIAGRAM J

***CANOPY WITH SPEAKER/MIC AND LIGHTING (LOOP REQUIRED)**



Mounting Template

DIAGRAM C



Foundation

The high voltage conduit must be installed in place by a qualified contractor. It runs from the power source to the menu board location. A conduit stub should protrude 4" above the concrete slab (see **Diagram I, J, K and L**). Use the template supplied for the correct relation between the mounting bolts and the conduit location. Power and ground leads should be pulled through the conduit approximately 12" beyond the conduit stub, and be accessible at the time of final wiring. **Note: The 120VAC power lines run up the inside back of the pedestal base (see Diagram C, Mounting Template)**

② Foundation Placement

DIAGRAM G

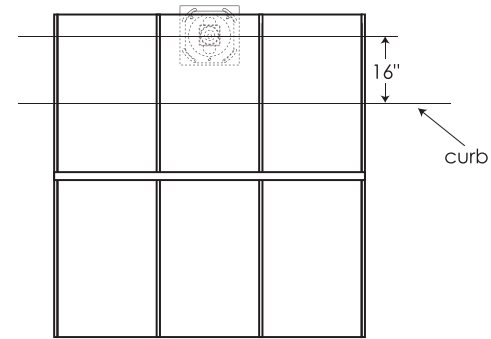
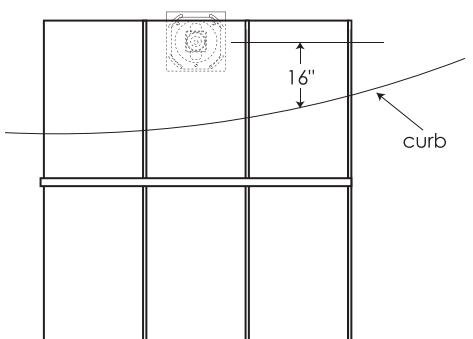


DIAGRAM H



1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax
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DRAWING # : 126499
PROJECT ID: 25086
SALES PERSON: Andye Nelson
DRAWN BY: wes stephens



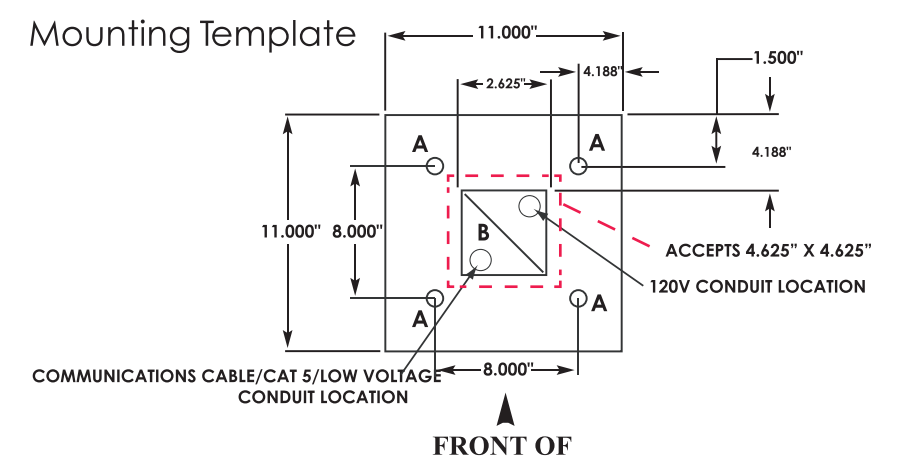
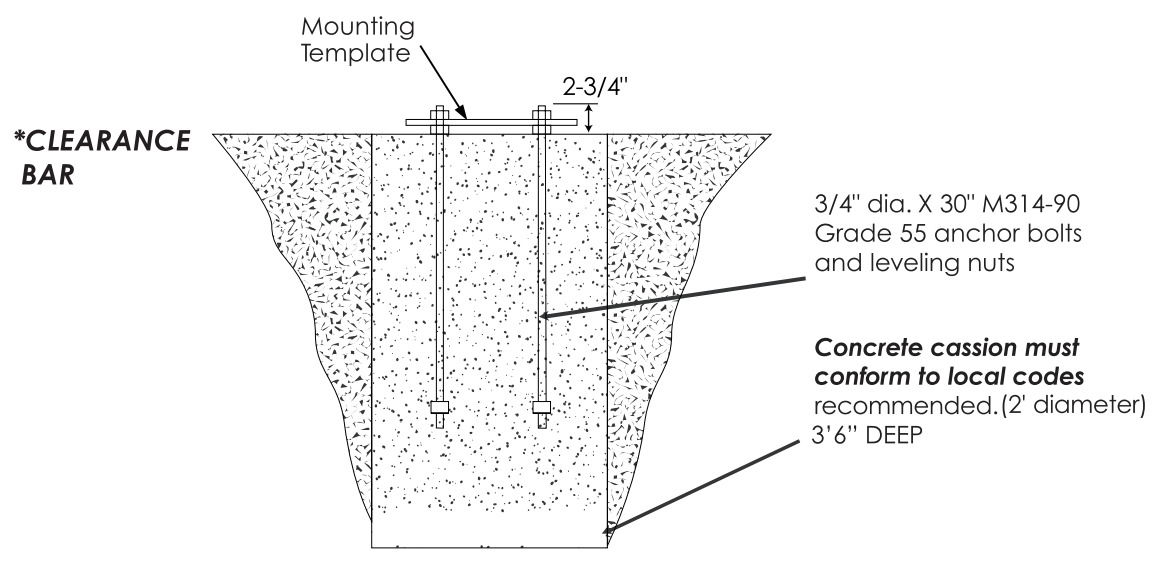
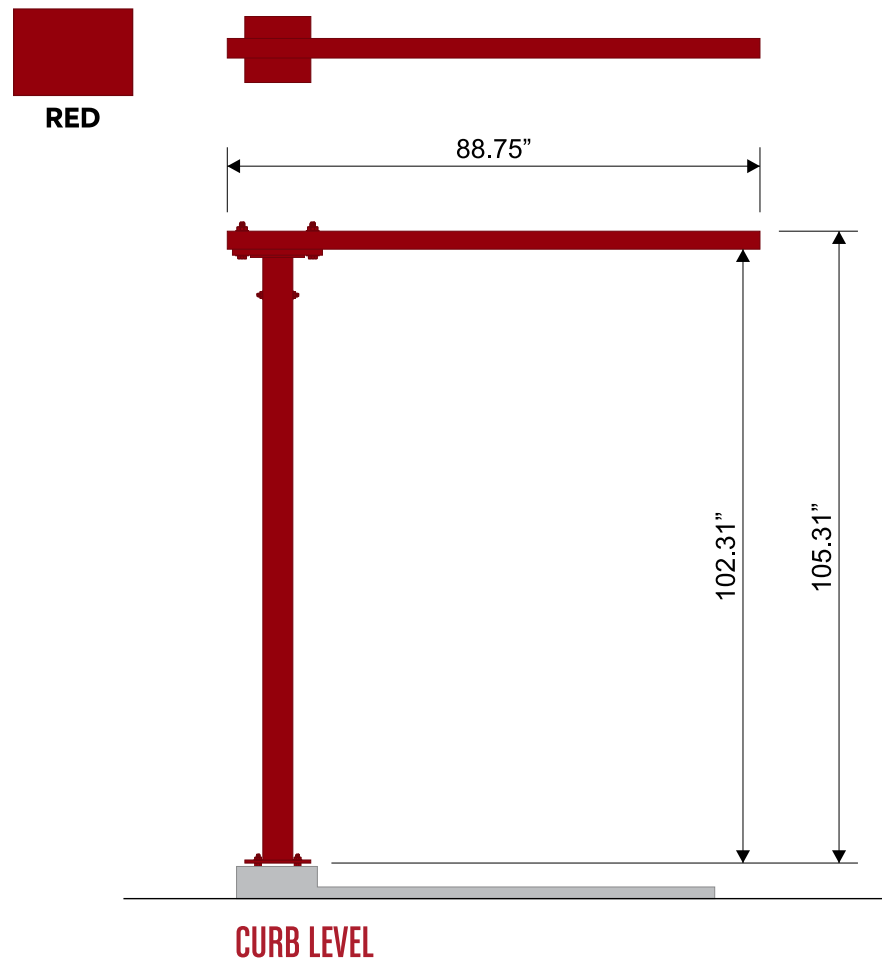
Viking Plaza
Cedar Falls, IA
Date: 01.26.21
Revised: 000000

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Sales Rep. _____ Date _____

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UL LIST 362

CLEARANCE BAR

DRIVE-THRU CLEARAN
SCALE: 3/8" = 1'-0" Item 32.



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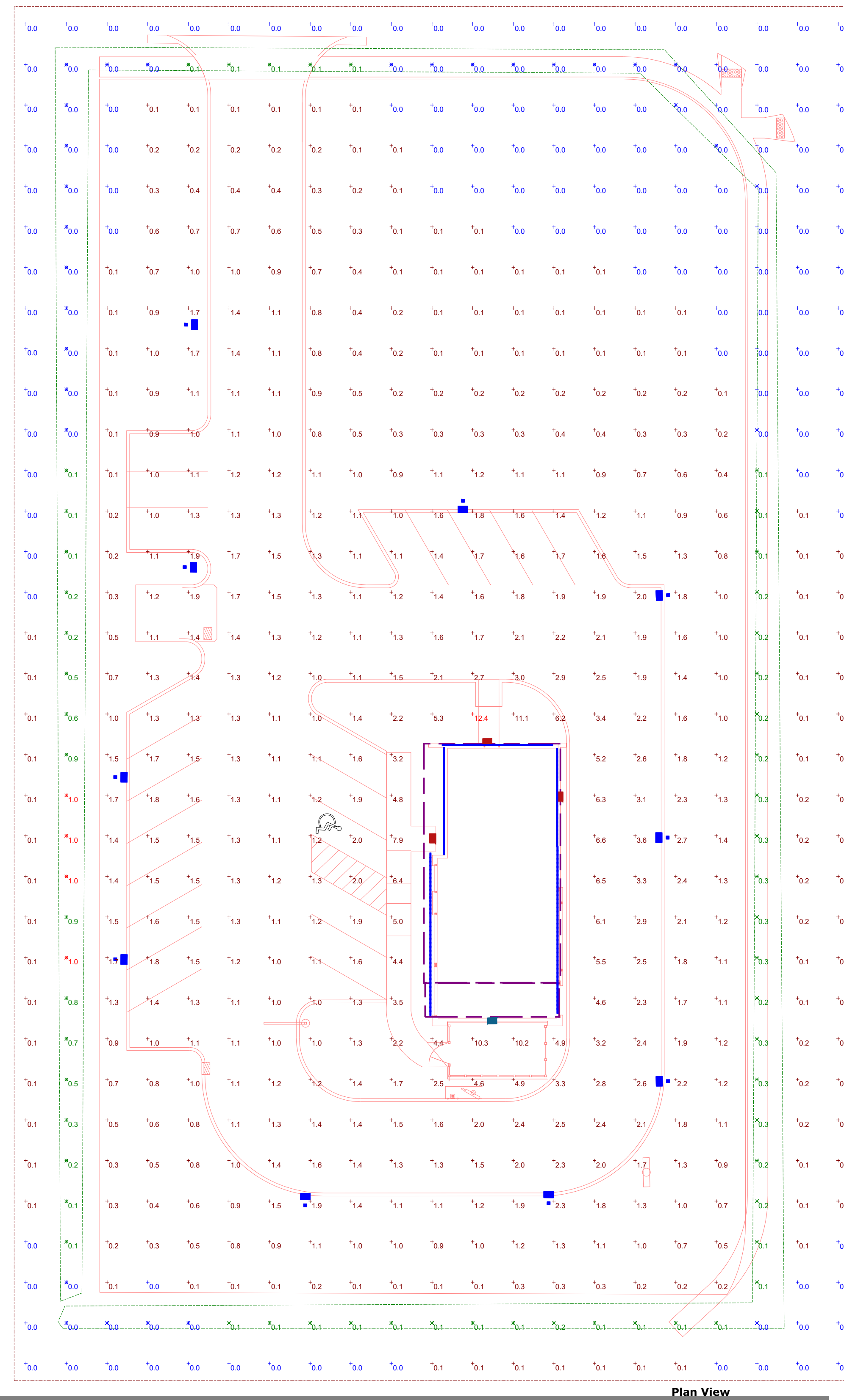
DRAWING # : 126500
PROJECT ID: 25086
SALES PERSON: Andye Nelson
DRAWN BY: wes stephens

SCOOTER'S
COFFEE DRIVE-THRU

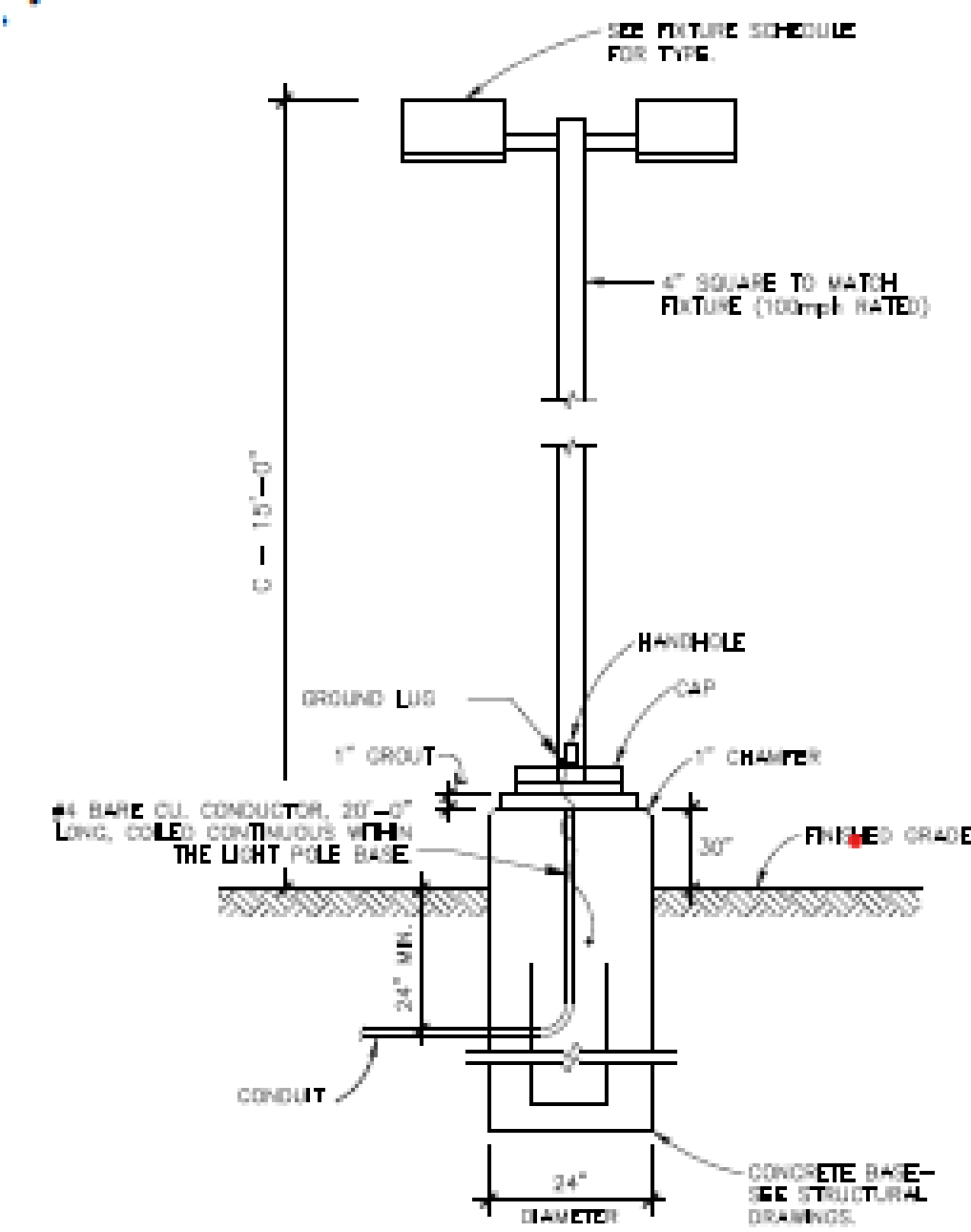
Viking Plaza
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UL LIST 363



Plan View



LIGHT POLE 'C'

NOTE: CONTRACTOR SHALL PROVIDE NEW POLE BASES WHERE INDICATED ON PLANS. LIGHTING FIXTURE POLE DETAILS AND CONDITIONS ARE FOR ELECTRICAL REFERENCE ONLY. THE POLE AND BASE SHALL BE DESIGNED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF ARIZONA AND BE STAMPED AND SEALED ACCORDINGLY AS A DEFERRED SUBMITTAL.

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Distribution	Polar Plot	Notes
	A	3	Lithonia Lighting	WST LED P1 30K VW MVOLT DS	WST LED, Performance package 1, 3000 K, visual comfort wide, MVOLT, dual switching	LED	WST_LED_P1_30K_VW_MVOLT_DS.ies	1841	1	1	14	100%	TYPE II, VERY SHORT, BUG RATING: B0 - U0 - G0		
	A2	1	Lithonia Lighting	WST LED P2 30K VF MVOLT	WST LED, Performance package 2, 3000 K, visual comfort forward throw, MVOLT	LED	WST_LED_P2_30K_VF_MVOLT.ies	3236	1	1	25	100%	TYPE III, VERY SHORT, BUG RATING: B1 - U0 - G1		
	B	158	Juno Lighting	IO414 15D 5FT 30K 80CRI	SHALLOW CHANNEL NO LENS(1FT SECTION)	IO414 15D 5FT 30K 80CRI (1FT SECTION)	IO414_15D_5FT_30K_80CRI.ies	415	1	1	4.73	100%	DIRECT, SC-0=0.24, SC-90=0.23		
	C	10	Lithonia Lighting	DSX0 LED P2 30K T5W MVOLT HS	DSX0 LED P2 30K T5W MVOLT with houseside shield	LED	DSX0_LED_P2_30K_T5W_MVOLT_HS.ies	3800	1	1	49	100%	TYPE III, SHORT, BUG RATING: B1 - U0 - G1		

Description	Avg	Max	Symbol	Max/Min	Min	Avg/Min
All Points	0.9 fc	12.4 fc	+	N/A	0.0 fc	N/A
Property Line	0.2 fc	1.0 fc	X	N/A	0.0 fc	N/A

APPLIED ENGINEERING GROUP LTD.
7402 East Broad Street
Blacklick, Ohio 43004
Phone: 614.322.7050
Fax: 614.322.7049
MEP Building Consultants



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: Michelle Pezley, Planner III
 Karen Howard, AICP, Planning & Community Services Manager

DATE: April 28, 2021

SUBJECT: Adoption of the Planning and Zoning Commission's Recommended Draft of the *Imagine College Hill! Vision Plan*

At the Committee of the Whole on April 5th, representatives from Ferrell Madden presented an overview of the *Imagine College Hill! Vision Plan* for Council consideration and discussion. The Planning & Zoning Commission's Recommended Draft is now forwarded for Council consideration with a recommendation for adoption.

Project Summary

The *Imagine College Hill! Vision Plan* is the result of an extensive public engagement process that kicked off January 2020 with a priority-setting session with the City Council, followed by a public workshop, stakeholder interviews, focused group sessions, and a study of the existing character of the study area, the market, and transportation network. Due to Covid-19, the Community Design Charrette was delayed to October of 2020 and held virtually. The intensive week-long Community Design Charrette began with a videoconference workshop where the public was invited to share their aspirations for the future to ensure that the plan would be grounded in reality. The design team held two drop-in lunch videoconferencing meetings to update the public of their process and hold informal conversations. The design team presented the big ideas gathered during the Community Design Charrette to the public at the Planning and Zoning Commission meeting on November 11, 2020. Over the last several months, the consultant team, led by Ferrell Madden, has refined and fleshed out the plan and presented the draft plan for public review at the February 10th Planning and Zoning Commission. During the February 24th meeting, the Planning and Zoning Commission recommended approval of the Plan to the City Council.

Outreach

During the public process for adoption of the plan, it was pointed out that Cedar Falls has a very low minority population and a question was posed about the extent and nature of the public outreach for this planning effort, and whether there was any specific effort to reach out to marginalized populations and Black, Indigenous, People of Color (BIPOC). While the outreach effort did not specifically seek these marginalized populations, one of the goals was to create a process that was welcoming to all. The City mounted a very broad outreach campaign in an attempt to encourage everyone that was interested in the future of the College Hill Neighborhood to participate and provide input. This effort included:

- Two direct mailers were sent to all addresses and property owners within the study area

and within 300 feet of the study area; one before the initial kick-off meeting in January 2020 and one when the planning effort restarted in the fall after delay due to the pandemic. (Note that the planning effort was delayed because UNI students were sent home early in the spring semester. To ensure inclusion of UNI students, faculty, and staff, the City did not want to hold outreach events when UNI was not in session).

- Postcards were also sent to the business owners inviting their participation in the planning effort. Before the public kick-off event “table toppers” and flyers with information about the planning effort were provided to any business that was willing to put them on counters or customer tables;
- All outreach events were promoted widely through press releases, on social media and the City’s cable channel and through interviews on local radio and TV news programs.
- Each of the quarterly *Currents* magazines within the past year included updates on the planning effort and instructions on how to get involved. *Currents* is mailed to all addresses within Cedar Falls;
- The City worked with the College Hill Partnership Board to get the word out to area residents, businesses, and landlords. Karen Howard, the liaison to the Partnership Board, provided regular updates on the planning effort and specifically requested ideas from the Board on how to encourage more widespread participation in the planning effort. Kathryn Sogard, the Partnership Executive Director, worked with Amanda Huisman, the City’s Communications Specialist, with interviews on the City’s cable station and on all social media. They posted a number of Facebook Live events to promote participation before and during the weeklong Community Charrette. The College Hill Partnership included updates on their blog and sent emails to their membership list about each phase of the project.
- Posters and flyers were posted at the Library, Community Center, City Hall, College Hill businesses, and at the Hearst Center inviting the public to attend the events.
- The planning effort was featured on the City’s electronic message boards at the Recreation Center and at the Visitor’s Center.
- The city also reached out to the University of Northern Iowa for their input. Stakeholder meetings were held with a number of UNI officials, including among others, President, Mark Nook, Senior Vice President Michael Hager, Andrew Morse, Assistant to the President and liaison to the College Hill Partnership Board, and Jose Luis San Miguel, University Architect. UNI officials and student leadership helped to get the word out to students and promoted the on-line student survey that was conducted in October, 2020.
- The consultant team is maintaining a project webpage, which has included regular updates on the process, videos of presentations; plan documents; and surveys, including the student survey, a post-charrette survey, and a survey after the public review draft was presented at the February 10th Planning and Zoning Commission meeting. A summary of results of this most recent survey are attached. The draft plan has been available for public review and download on this project webpage since its roll-out in February.

Equity in Planning Efforts

Even though there was extensive outreach during the planning effort, one might ask how we can promote more diversity within the neighborhood when it currently does not exist and as a consequence few BIPOC may have participated in the planning effort. This is a challenge in Cedar Falls that extends beyond the efforts that can be achieved in just one neighborhood plan. However, equity in planning should be a goal of every planning effort and the question was posed whether there is anything in the plan that is likely to make the area less equitable, discourage diversity or specifically harm minority populations. Staff and the consultant team

reviewed the plan and invited the Commission and others to review the plan through that lens and provide their specific ideas on how it might be improved.

Through our staff/consultant review, we find that the plan in general promotes the adoption of policies and regulations that will result in a broader range of housing options, transportation options, and business opportunities that are affordable and attractive to a more diverse population. We also want to clarify that there is nothing in the plan that recommends a specific design aesthetic, architectural style, or color palette.

More specifically, there are several places in the plan that address how changes to the zoning can provide opportunities for a wider range of housing types and even more specifically how changes can be made to try to level the playing field between housing for college student renters and for other renter and owner households seeking affordable housing opportunities in the neighborhoods surrounding College Hill. Students are certainly the life blood of much that goes on in College Hill. However, these neighborhoods are also full of existing housing that has the potential to attract many individuals and families who would like to live and work in Cedar Falls if policies and regulations are carefully crafted. In addition, walkable, main street areas like the College Hill Business District provide opportunities for locally grown businesses and entrepreneurial ventures at a scale that is more affordable for women and minority-owned business start-ups, with UNI as an essential partner to provide educational opportunities for career advancement and entrepreneurship.

In addition, UNI officials have mentioned how students typically do better and stay in school longer if they live on campus or right next to campus. The plan responds to this by proposing to intensify higher density housing options near the business district and the University. In contrast, the goal for the surrounding neighborhoods is to promote policies and adopt regulations that will help to stabilize and create a better balance in the housing market to provide affordable housing opportunities for a wider variety of households, not just college students. Fine-tuning zoning and rental policies to prevent conversion of more of the older housing stock within the surrounding lower-scale neighborhoods into high occupancy student rentals, would preserve housing for other households, such as single persons, families, single parents, empty nesters, and retirees, who desire to live in the neighborhood. The College Hill Vision plan also proposes to allow infill development, specifically “missing middle” housing types at a neighborhood scale, including accessory dwelling units, cottage housing, small apartments, and row houses, which will provide a wider variety housing options at a variety of price points. The Planning and Zoning Commission discussed and adopted changes to the plan to emphasize the these goals.

Parking

During the public process for adoption of the plan, one community member questioned how parking was addressed in the plan. At the presentation of the plan in February, the consultants described in some detail about how a multi-pronged approach to parking policy will be necessary to unlock opportunities for revitalization and redevelopment particularly in the business district and area closest to UNI. The recently completed College Hill parking study was intentionally used to inform the College Hill Vision Plan. The transportation and market experts on the consultant team examined the parking study and the market, talked with stakeholders, University officials, and the City. The parking policies discussed in the College Hill Plan are intended to complement and build on the College Hill parking study recommendations.

During the Planning and Zoning Commission meeting on March 10, 2021, the Commission, asked for the

link to the College Hill Parking Study. For reference, the College Hill Parking Study may be found at: <http://www.cedarfalls.com/DocumentCenter/View/9194/Cedar-Falls-College-Hill-Parking-Study-Final-Report>.

After reference to Iowa City's parking policies were brought up by a community member, the Commission requested information about Iowa City's parking policies. In Iowa City in the central business zoning districts, there are no parking requirements for non-residential uses. For residential units in mixed-use buildings and in multi-unit dwellings, parking is required at 0.5 spaces for studio and one-bedroom apartments, 1 space for 2-bedroom units, and 2.5 spaces for 3-bedroom units. Units with more than 3 bedrooms are no longer allowed in the downtown area, since there had been a proliferation of 4 and 5-bedroom apartments over the years that had made it difficult for other residents besides students to afford housing in the downtown area. Since the parking requirements were changed in 2006 from a per unit requirement that incentivized apartments with large number of bedrooms to the disadvantage of smaller units, a wider variety of apartment sizes have been built, particularly one-bedroom and studios due to pent-up demand for smaller units. In certain areas directly adjacent to the University of Iowa campus, the parking ratio is reduced even further to 0.25 spaces per unit to encourage higher density student housing in areas where students can easily walk to class. Metered on-street parking in these areas makes it nearly impossible for students to store their cars on the street, so if they bring a car to school, they must park in remote shared lots. For the older lower-scale neighborhoods that surround downtown, the parking requirements are higher to help preserve and stabilize these areas, which face similar "town and gown" housing market pressures as in the lower-scale neighborhoods surrounding UNI and the College Hill Business District.

Planning and Zoning Commission Recommendation

The *Imagine College Hill! Vision Plan* will provide a road map for growth and development in and around College Hill and surrounding neighborhoods in Cedar Falls. It will establish a general framework for public policy decisions and investment, in tandem with clear aspirations for the scale and character of future development of College Hill, which will be reflected in new zoning standards that will be developed as the second phase of this project.

The Planning and Zoning Commission's recommended draft is attached for your consideration. Staff recommends formal consideration and adoption of *Imagine College Hill! Vision Plan*. Also attached is the written public correspondence received.

PLANNING AND ZONING

Discussion 3/10/2021	<p>The Commission then considered the Imagine College Hill Vision Plan. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that the item was presented to the Commission on February 10 and it has been available for public review for the last month. She discussed the different meetings that have taken place since last January. She discussed the project priorities in the executive summary and the framework for the plan. The Big Ideas include:</p> <ul style="list-style-type: none"> ▪ stabilizing and enhancing neighborhoods ▪ concentrating and intensifying student housing near campus ▪ reconnecting the Upper and Lower Hill ▪ treating natural areas as amenities ▪ better parking management ▪ improving walkability ▪ making biking easier ▪ increasing retail and dining diversity
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Ms. Howard noted that Mary Madden and Geoff Ferrell from Ferrell Madden, the consultants on the project, were available for questions. Mary noted that the survey

posted after the public presentation of the plan in February is still up online and will remain open until the end of the day. Then it will be taken down and the results summarized.

Kathryn Sogard, Executive Director of the College Hill Partnership, spoke about a letter submitted to the Commission on behalf of the Partnership Board. She explained that the Partnership supports the Vision Plan, noting that the organization is encouraged by the proposed plan which will hopefully lead to the code changes that will spur renewed excitement in the district and lead to additional improvements. She discussed the elements of the plan that they believe work well and stated that there are some things that she felt needed more work, including more inclusivity.

Andrea Geary, 1816 Tremont Street, stated that she has lived in the College Hill Neighborhood since 2007 and as a community member would like the Commission to consider the impacts of racism on the planning for the Hill. She brought forward questions about the role of other races in the planning process.

Stephen Jordan, 2510 Cottage Row Road, stated that he has seven properties with eight total units on College Hill. He feels that the current zoning code has some problems that prevent infill development. He feels the best use for the properties he has acquired would be for smaller multi-unit buildings and hopes that the plan will allow for that in the future.

Eashaan Vajpeyi, 3831 Convair Lane, representing the Concerned Citizens of Cedar Falls, a group of investment property owners, stated that he has reviewed the plan in detail and while he feels like the sketches and the concepts look good, he feels that unless it will be sustained from the income of the college students who live on the hill, people from other areas will need to also come and enjoy this area and the amenities. He believes parking is an issue that needs to be addressed and feels that the vision plan does not cover it appropriately. It will potentially reduce parking requirements for tenants and does not take into consideration the number of vehicles owned by students and residents, which will congest public lots. He noted that he likes the idea of creating walkability and a more diverse area for different commercial uses like Iowa City, however Iowa City also has parking ramps to help with parking issues.

Ms. Howard asked for any direction from the Commission on anything they would like to be brought back for the next meeting. Mr. Leeper asked Mary and Geoff to provide more information on the issue of parking as there has been a lot of feedback on the matter. Mary stated that they did not attempt to re-do the parking study. They reviewed and incorporated it into their study but they can give more specific information on parking and recommendations for the next meeting.

Mr. Hartley asked for more information about the parking requirements in Iowa City and how they differ from what is being proposed here.

Public Hearing
and
Recommendation
3/24/2021

Ms. Lynch made a motion to set a public hearing for the March 24 meeting. Ms. Sears seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Larson, Leeper, Lynch, Schrad and Sears), and 0 nays. Chair Leeper introduced the item and Ms. Pezley provided background information. She outlined the extensive outreach effort conducted throughout the planning effort. She noted the City has sent mailers to all property owners, residents and business owners in the study area, issued press releases, provided radio and television interviews, and other means for getting the word out regarding the plan and

encouraging feedback. She discussed how the plan addresses equity issues with regard to housing and business opportunities.

Mary Madden of Ferrell Madden spoke about the vision plan, explaining that it is a policy document and not regulatory. Zoning regulations have not yet been drafted, but will be based on the analysis, big ideas, and community aspirations outlined in the plan. In their research they heard a strong desire for revitalization and redevelopment, particularly in the business district. It is important to keep in mind that you are dependent on private investment to make re-development happen; there are several things the city can do to help encourage that. Those include establishing new public policies, changing regulations, such as zoning, and adding additional public improvements (sidewalks, public spaces, stormwater, etc.).

Ms. Madden discussed how examining and revising parking policies is the key to unlocking re-development potential. She emphasized that a multi-pronged approach will be necessary. It is recommended that the city revise the current parking standards as part of the zoning update, coordinate public parking policies and management with UNI, continue to implement the parking study strategies, and consider additional parking management tools in the future as needed. Ms. Madden explained that the parking in College Hill is less expensive than parking in University facilities. It is also closer in proximity to the center of campus than many of the University parking areas. These factors make College Hill a preferred parking location for students and faculty even though the University has plenty of available parking at reasonable rates. She stated that the questions are who should get to park on city streets and how much should they pay. The study for the business district shows that it is important to have short term parking available for people who frequent those businesses. Ms. Madden discussed the parking ratios and prototypical projects and what is determined accordingly.

Ms. Madden also discussed the current parking requirements and how they will affect potential projects. One option she discussed was the possibility of providing opportunities for convenient off-site parking so that priority locations close to the business district and the campus can be more intensively developed. She also addressed comments from the last meeting regarding social equity. She also noted that one of the really significant costs in housing is parking. Ms. Pezley ended the presentation by reviewing the recommended changes to the plan.

Becky Hawbaker, 2309 Iowa Street, expressed support for preserving/stabilizing the neighborhoods around the business district. She supports development that will bring a greater diversity of business to the Hill, but she would like to ensure that the owner-occupied areas are also preserved.

Christopher Martin, 421 West Seerley, is the president of the College Hill Partnership and stated that they are really excited for the vision plan and noted what he feels are important points. He feels that it encourages students to live closer to campus where they have a better opportunity of being successful. It also encourages stabilization of neighborhoods. It encourages resilience by encouraging multiple modes of transportation, in particular walking and riding bikes. He also stated that the businesses would like to have more customers from the neighborhood, so more density is needed.

Kathryn Sogard, 330 Columbia Circle, Executive Director of the College Hill Partnership, reiterated that the College Hill Partnership's mission aligns closely with the proposed plan. It is important for the city and students to mesh well and improve living conditions for each other.

Eashaan Vajpeyi, 3831 Convair Lane, stated that the Section 8 Program always has a long waiting list and there is a lack of properties available. He feels that staff should consider working with City Council to make this program a priority for redevelopment on the Hill and bring more diversity to the area. He discussed issues he sees with the parking standards and spoke about the parking study that was done. He would like the Commission to listen to the citizens and tell Council that they like the plan but would like discussion about more parking.

Andrea Geary, 1816 Tremont, feels that the City hasn't given enough time to considering marginalized populations and thinks the City should step back and conduct additional outreach to reach out to other populations regarding the plan.

Ms. Madden spoke to Mr. Vajpeyi's comments and reiterated that they are attempting to ask the questions of who needs the parking, who provides it, who pays for it and where is it located. Any developer is able to choose to provide more parking, but the question is whether the City is requiring people to provide more parking than is needed.

Mr. Schrad asked why rental units aren't built for walking students only. He noted that there are only 74 days of the year where the weather is conducive to walking and those fall mostly in the summertime, which is not a time where parking is an issue.

Ms. Saul agreed with Mr. Vajpeyi in that she feels that if the Commission passes this without comments about really working on the parking issues, the Council will feel that they voted for it so they must feel it is good the way it is. She feels it is a wonderful plan, but the parking needs to be addressed.

Ms. Prideaux believes that it is a good plan, and that parking is always a contentious topic in any city. She feels the plan sets a reasonable standard and that it encourages a healthier lifestyle and more walking. She also added that she feels that the City has done all that they could to promote input options; however, the Commission is all white and structurally that should be a greater consideration with future appointments.

Mr. Holst likes the vision plan overall and understands that parking is a big concern. He is also struggling with the diversity issue and asked Ms. Geary if she has any thoughts on what else could have been done to seek input.

Mr. Larson feels the Commission should give extra effort to the parking concerns to find a balance. He would like to see some discussion and engagement with Council. He feels the plan is fantastic.

Mr. Larson made a motion to approve the item. Ms. Prideaux seconded the motion. The motion was approved unanimously with 7 ayes (Holst, Larson, Leeper, Lynch, Prideaux, Saul, and Sears), and 1 nay (Schrad).

CITY COUNCIL:

Committee of
the whole
4/5/21

Karen Howard, Planning & Community Services Manager introduced Ms. Mary Madden and Mr. Geoff Ferrell with Ferrell Madden. Ms. Madden and Mr. Ferrell introduced the Imagine College Hill draft. This process kicked off January 2020 with a priority-setting session with City Council, followed by a public workshop, stakeholder interviews, focus group sessions, and a study of the existing character of the study area, the market, and

transportation network. The Visioning process consisted of the executive summary, project introduction, analysis, charrette week, the vision, next steps and the appendix. The College Hill area is comprised of several sub-areas: 1. Heart of College Hill, 2. General College Hill, 3. University Neighborhood, 4. Seerley Park & Clay Street Park Neighborhoods, 5. Main Street Corridor (18th Street to Seerley Boulevard), 6. East of Main Neighborhood, 7. Fairview Neighborhood, 8. Southwest Neighborhood, and 9. College Hill Gateway Seerley Boulevard at Main Street. Ms. Madden addressed more in depth the issues that were discussed during a Planning and Zoning meeting regarding reaching out for feedback from black and indigenous persons and the plan to address parking issues in the area.

Ms. Howard recommended the College Hill Vision plan be placed on the City Council agenda for April 19th. Mayor Green opened the meeting for council discussion. Councilmembers expressed concerns about the vision plan covering too large of an area, financial impacts to the University of Northern Iowa, reduction in parking requirements and if there would be a need for resident parking, and discussion of receiving and filing this plan and then approving one portion at a time. Ms. Howard and Ms. Madden responded to council questions: the goal was to have a larger boundary; the University of Northern Iowa is very supportive of this development; this is a 20 year process and will be developed over time. Ms. Madden commented that 21st St. is planned to be reconstructed and would like to include this in the vision by moving the plan forward. Some areas at this time don't have sidewalks, trees are dying and the store fronts look tired. Ms. Howard explained this College Hill Vision plan is here to guide the decisions into the future. Ms. Howard stated if the paid parking is implemented as stated in the parking study this will address some of the free parking that is occurring at this time. Coordination of parking with UNI and the City will be a key component to this vision. Ms. Madden suggested a parking management district as a future option; a multifaceted approach after the redevelopment.

Mayor Green opened it for public comment. Kathryn Sogard, Executive Director of College Hill Partnership, commented that the College Hill Partnership supports this vision and they need this to move College Hill forward, promote and revitalization.

Eashaan Vajpeyi, 3831 Convair Lane, stated developers will make money on developments, but will not offer parking. Mr. Vajpeyi stated that it's difficult to park, college students have cars and he suggested working to implement the recommendations from the parking study completed two years ago.

TJ Frein, 1319 Austin Way, stated the plan for the future looks awesome and College Hill needs an upgrade. Mr. Frein asked about lowering the requirement for bedrooms and if this will affect parking spots and those spots available for residents to visit the College Hill area, and will off campus housing affect the University's income. Mr. Frein suggested one parking spot per bedroom. Ms. Howard stated UNI is very supportive of the vision and students do better if they are in high density areas close to/on campus. If neighborhoods are stabilized this will relieve some of the pressure if there's more housing next to the campus, and result in opening up affordable housing for residents, and not just students.

IMAGINE COLLEGE HILL!

Vision Plan



**Planning and Zoning Commission Recommended Draft
March 2021**



OUR CEDAR FALLS

College Hill

Imagine the possibilities!

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Acknowledgments

City of Cedar Falls

Mayor Rob Green

City Council Members:

Mark Miller – 1st Ward

Susan deBuhr – 2nd Ward

Daryl Kruse – 3rd Ward

Simon Harding – 4th Ward

Frank Darrah – 5th Ward

Kelly Dunn – At Large

Dave Sires – At Large

Staff Advisory Committee:

Ron Gaines – City Administrator

Stephanie Houk Sheetz – Director of
Community Development

Karen Howard – Planning & Community
Services Manager

Michelle Pezley – Planner III

Special Thanks to:

The College Hill Partnership

The University of Northern Iowa

Consultant Design Team

Ferrell Madden

Geoff Ferrell

Mary Madden

Community ReCode

Elizabeth Garvin

Common Ground

Keith Covington

Partners for Economic Solutions

Anita Morrison

Kittelson & Associates

Wade Walker

Falango Design Studio

Justin Falango

Urban Advantage

Steve Price

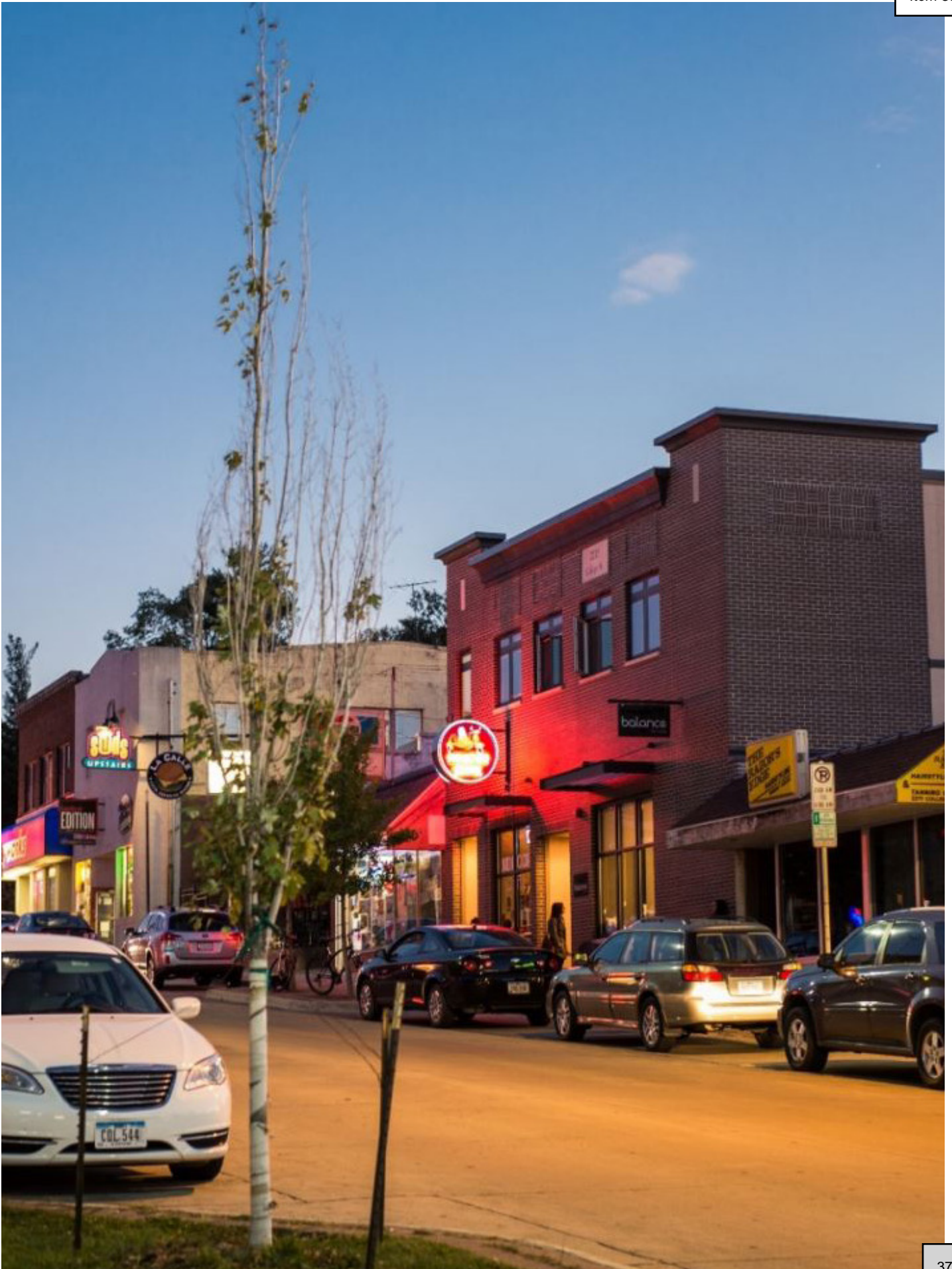
Zanetta Illustration

JJ Zanetta

OHM Advisors

Ramon Fischer

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EXECUTIVE SUMMARY

INTRODUCTION

College Hill is one of the older, more diverse, and densely populated areas within Cedar Falls. It is dominated by the University of Northern Iowa (UNI), related student-oriented businesses, and housing. The neighborhoods surrounding UNI were primarily developed from the late-nineteenth century through the mid-twentieth century, with ongoing infill and redevelopment up until the present day. Over the past few decades, there have been ongoing community discussions about the importance of stabilizing and revitalizing the area, resulting in the 1993 College Hill Neighborhood Plan, the creation of the College Hill Partnership, and the College Hill Overlay District.

Despite these efforts, there remains a feeling that College Hill could be better. It is one of the primary gateways to UNI with the potential to be a vibrant entertainment district and neighborhood main street for the surrounding areas. However, student housing has continued to creep outward from the campus and heart of College Hill into the neighborhoods. Residents are concerned that, with more and more houses becoming student rentals, the neighborhood will be destabilized and prompt disinvestment in the area. There is something of a “chicken and egg” situation for College Hill—it requires more residents, including more students, to support a wider variety of local businesses and it requires more and different types of businesses to attract the local neighbors who have options elsewhere in Cedar Falls for spending their discretionary dollars.

Proximity to the University creates a variety of “town and gown” issues and opportunities. While students are the life-blood of the area, they can also cause concerns for the surrounding neighborhoods: parking, rental housing, student-oriented businesses. How do you balance the needs and desires of permanent Cedar Falls residents with those of students, who will only reside on the Hill for a few years? How best to promote a walkable area, while accommodating car storage? Students want to be near campus, but they also want easy access to a car when needed. New(er) development demands higher rents—existing houses that have been converted to apartments keep rents low. Some people who might want to live in a College Hill neighborhood are put off by the “student party house” vibe. Where should student housing end and traditional neighborhoods begin? Are the City’s rental permit program and code enforcement the (only) answers? The community wants redevelopment and revitalization, but the demand for new commercial space (office or retail) is limited—current parking requirements, in particular, make the development of new residential units on small lots difficult, and push rental rates for new units to the highest price points. In addition to the above, some recent redevelopment proposals have gotten bogged down with debates concerning the City’s implementation of on-site parking requirements.

While within the College Hill Partnership, business owners, property owners, and the University have been talking to one another, a unified vision or road map would better insure stakeholders are not working at cross purposes as revitalization gets underway. Those meetings, discussions, and efforts culminated in the public planning charrette that produced this document: the *Imagine College Hill! Vision Plan*. (Hereafter, the *Imagine College Hill Plan/Project*.) The plan will provide a general framework for public policy decisions and investment, in tandem with clear aspirations for the scale and character of private development in the heart of College Hill and the surrounding neighborhoods, to be followed by new objective development standards. Any new zoning code standards or processes should create a level playing field for all involved, to produce the desired scale and character of development to implement this plan.

Throughout the College Hill visioning process, the community—elected officials, business and property owners, and residents—consistently indicated a desire for a more diverse, economically viable, walkable, mixed-use district, surrounded by stable neighborhoods comprised of owners and renters. While College Hill has some similarities with Downtown, it is also fundamentally different. Urban design concepts such as placemaking and walkability warrant similar approaches in both locations. However, the student demographics and more limited and targeted market create different issues (and different opportunities) with different potential solutions. The City and University will play critical roles; however, the ability of current business and property owners to participate in the redevelopment process through

small-scale, incremental infill will be the key to the revitalization of College Hill. In addition, the opportunity to encourage, and support a true multi-modal district on College Hill should not be missed.

The *Imagine College Hill Plan* includes: an overview of the planning process; a summary of input gathered from the community during kick-off events; consultant team analysis; the “Big Ideas” (the main concepts) from the virtual Community Visioning Workshop; prototypical redevelopment scenarios; and recommendations for implementing the community vision.

This plan is graphic intensive, with before and after photo-imaging and drawings of example development projects, aiming to help community members visualize change before it occurs. It envisions incremental growth within the current College Hill context, recognizing that UNI enrollment in combination with market conditions will greatly influence the rate with which redevelopment occurs.

Although this plan document is organized around the visioning process, individual issues, prospective “what if” design scenarios, and approaches to implementation, all are interrelated and should be viewed holistically. Urban design and revitalization issues are multifaceted. Achieving the vision will take place over a number of years, and require multiple tools and approaches, frequently used in conjunction with one another. The implementation tools used—policy, regulatory, and financial—should be coordinated to reinforce the overarching vision.

VISIONING PROCESS AND PLAN RECOMMENDATIONS

In the early winter of 2020, the consultant team conducted stakeholder interviews, a kick-off community event, and began site analysis of the study area. However, due to COVID-19, the plans for a Spring 2020 Community Hands-On Visioning Workshop were put on hold. After adapting to life in a pandemic, the public outreach and engagement were rethought and moved to a virtual process in the Fall of 2020. The following plan is the result of that visioning process.

In addition to the site analysis and current zoning, the team reviewed the recent College Hill parking study, and studied the current demographics and market information for the College Hill study area, with a focus on student housing and retail and commercial opportunities. All of this information was used to test development scenarios that were informed by ideas from the community in the virtual public design workshop, against the development and market realities within the College Hill context, and to establish a framework for future growth and development.

The *Imagine College Hill Plan* anticipates the public and private sector (and University) working together—with the public sector “setting the table” for growth through investment in the public realm and establishing rules to provide certainty for the private sector to invest, (re)develop, and intensify the business district, fulfilling the community vision for the Heart of the Hill. Simultaneously, the Plan includes specific ideas for stabilizing the surrounding neighborhoods, with emphasis on maintaining and improving the existing context with limited direct intervention.

The Plan addresses several topics and includes recommendations for creating a vibrant, mixed-use, walkable district with improved connectivity to the neighborhoods and Downtown. These can broadly be identified as either matters of physical design and placemaking; or technical policy and management issues, to help implement or reinforce the community vision. Some topics fall into both categories and many are interrelated. These design concepts and policy recommendations include the following.

Build on the work of the College Hill Partnership. Explore opportunities to create synergy between businesses, neighborhoods, the University, and the City. The College Hill Partnership and Community Main Street should continue to look for opportunities to coordinate.

Define the public realm with active building facades, improved sidewalks, and additional street trees. Development regulations should foster buildings that define and enhance the public realm—typically the public streets and sidewalks (from building face to building face) as well as the parks and plaza (and the future greenway along Dry Run Creek). The uses inside the buildings can and will change over time; but buildings that are designed for an urban context and made of durable materials, will continually be reused, just as some buildings near College and 23rd Streets

have been for close to 100 years. This will be especially important for “reconnecting the Upper and Lower Hill” was one of the most consistent ideas heard during the College Hill virtual charrette.

Ensure that future street and sidewalk rebuilding enhances walkability. The existing street and block network is mostly a great framework for people to move in and around College Hill efficiently. The mega-block between 22nd, 20th, College, and Merner Streets is a central exception. The eventual extension and completion of the grid should be logically approached and incorporate environmental solutions for Dry Run Creek. The targeted public investment in the pedestrian realm will make walking a more viable transportation option and encourage more reinvestment by current property owners as well as new infill development. This effort should include the planting of street trees throughout the district. The importance of street trees cannot be overestimated. Not only do they provide shade and assist with stormwater runoff, they help to define the pedestrian realm, increase pedestrian comfort, and calm traffic. In addition, in a generally built-out condition such as College Hill, with limited opportunity to create new public green space, streets should be celebrated as the preeminent public space that they are.

Support a multi-modal environment. Right-size the streets to enhance the walking and biking environment. Improve the pedestrian comfort and safety by widening sidewalks, providing viable street tree plantings, and enhancing street crossings with targeted ‘bump outs’ at key intersections, and reduce crossing distances with appropriate neighborhood lane widths and posted speeds.

Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill and to stabilize the surrounding neighborhoods. College Hill demographics have remained fairly consistent for several decades; both the youth and high number of non-family households are unique in the city. The future of the study area is inherently intertwined with the student enrollment at UNI. Increasing the number of students living in closer proximity to the campus can free up opportunities for more diverse (renter and owner) households in the nearby neighborhoods. This, in turn, can create opportunities for new and more varied businesses on the Hill, while also relieving pressure on the surrounding neighborhoods to convert more houses to rental properties targeted to students. (Owner occupants and long-term renters provide more stability in a neighborhood than students who typically move every year.) College Hill can support a walkable “car free” environment for individuals who choose that lifestyle—or for households that only have one car (rather than two or more.) Current parking requirements limit the amount of student housing that can be accommodated near campus, both driving up the cost of new construction and increasing the cost of the existing supply of nearby rental housing.

Create gateways to College Hill to provide a sense of arrival. Consider key locations, such as the intersections of Main Street and Seerley Boulevard, 18th and College Streets, and along the University Avenue corridor. Gateways are much stronger when the streetscape and built environment work together to narrow the perceived roadway width and slow traffic, signaling that people are entering a special place—one designed for people rather than cars. Much more than simple directional signage (The University of Northern Iowa with an arrow and distance) true gateways convey a character and create a welcoming environment for pedestrians and cyclists alike.

Explore opportunities for new/improved public spaces. The pandemic has highlighted the importance of flexible outdoor gathering places—now and for the future—whether “green” or hardscape, or for active or passive uses. Such spaces are important for the community and can support a range of retail and dining options as well as special events and activities, at different times of the day, the week, and the year.

Adjust the rules for development (and parking). The context analysis included a review of the current zoning and development review process. The general sense during the virtual public process was that any new development in the neighborhoods should respect the scale and character of the existing context, promote more owner-occupancy and non-student rental opportunities. The city should continue with code enforcement (particularly for rental properties.) However, the desire for more intense student housing near campus will require some changes for current development standards. The current development and parking standards create a mismatch between cost of construction and return on investment. The parking cannot be provided at the ratio currently required to achieve aspirational densities without building structured parking (either above or below grade), which then makes new construction cost prohibitive—leaving

rundown rental properties in place. This plan illustrates ways to achieve context-sensitive infill in the neighborhood while permitting redevelopment in the Heart of College Hill that can accommodate both more intensity and the variety of uses currently allowed.

Recognize that College Hill (and nearby neighborhoods) play a unique role—both urbanistically and socio-economically—within Cedar Falls and warrant a targeted approach. The rules and procedures for development should reinforce placemaking concepts at the street and block level, rather than on an isolated parcel-by-parcel basis, so that in the future, College Hill becomes an asset for the City and University alike. These areas are not just comprised of individual buildings on individual lots, but rather buildings that relate to one another, and to the streets, sidewalks and create public spaces throughout the district. In addition, the area currently includes a variety of housing forms that can be expanded to include “missing middle” types under new development standards. The nearby neighborhoods, in particular, could and should continue to accommodate diverse households within a walkable distance of a mixed-use neighborhood center. Build on the inherent town and gown synergy to create a thriving college town and neighborhood “main street.”

Create a better process for development review and approval. Establish more consistent, objective design and development standards and use refined zoning requirements as one tool in a new approach to redevelopment and parking management within the College Hill study area.

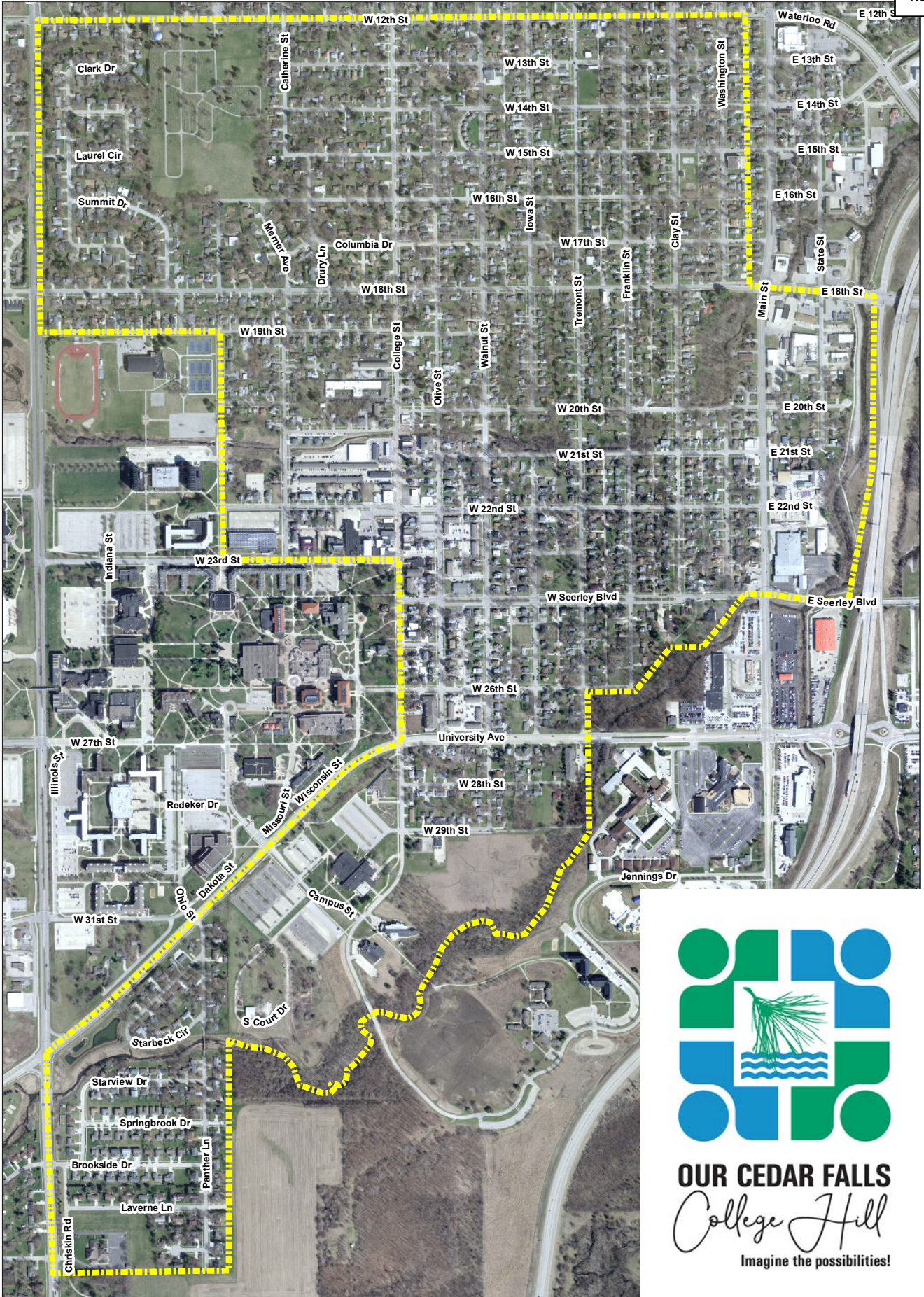
Establish a true bicycle network. The community would like to make bicycling easier. As the City invests in street rebuilding and pedestrian infrastructure, it should consider improved wayfinding and bicycle infrastructure to move beyond the current “patchwork” and enable cycling to be a true transportation option for a range of skill levels. The City has a grid street pattern in this area that is bike-friendly—short blocks with low traffic volumes. This plan envisions enhancing that pattern by designating a network of bikeways—complementing and in support of the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009)—to truly connect disparate areas of the City, especially College Hill, Downtown, the river trails, and the neighborhoods.

Coordinate parking supply management. The College Hill parking study provides a wealth of information and approaches to managing public parking. This plan builds upon several of those through a lens of placemaking and walkability, and recommends updating the current requirements in order to achieve the desired outcomes. Because the City and University are not using similar systems or pricing, the City has been providing free or inexpensive parking to University students and staff who don’t want to pay for University permits. Parking supply should support a “park once” environment and the goals of the *Imagine College Hill Plan*—not be an end in-and-of itself.

CONCLUSION

The City initiated the visioning process to provide a framework for the future growth of College Hill. The goal of the *Imagine College Hill Plan* is to define that framework—building on community aspirations, and incorporating urban design and placemaking principles—within the existing College Hill context. This community vision will also lay the foundation for tailoring the City’s new form-based regulations specifically to implement the College Hill vision plan. The plan provides illustrations of one or more ways in which development could occur, over time, on specific study area sites. Each example addresses one or more of the plan goals and recommendations to achieve the community vision for a compact, walkable, mixed-use district. These concepts (and more) are further defined, explored and illustrated through “before and after” computer visualizations, photo examples, and drawings in the *Imagine College Hill Plan* that follows.

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PROJECT INTRODUCTION

The Imagine College Hill Project is an interdisciplinary, multi-month public process to engage the community in the development of a vision for the future of College Hill, and update the city's development regulations to implement that vision.

BACKGROUND

College Hill is one of the older and most densely populated areas of Cedar Falls. Adjacent to the University of Northern Iowa, it has long been a neighborhood with a clear identity, with older homes along tree-lined streets, neighborhood parks, and a neighborhood center with local businesses that are oriented toward the neighborhood and university community. However, over the past several decades, the area has seen a reduction of owner-occupied houses and a related increase in student rentals, with businesses becoming increasingly focused on bars, tattoo parlors, vape shops, and quick dining—with less community serving retail. The future of College Hill is closely intertwined with the future of UNI. There is some opportunity for gradual growth and reinvestment, based on market forces—but it will be very slow without a clear plan for strategic public investment, coordination with the university, and a straightforward approach to development review and approval to encourage private (re)investment.

The current development standards and processes were originally established approximately 50 years ago, with periodic amendments to address specific situations—such as the College Hill Overlay District, created to protect and enhance the character of the College Hill business district and stabilize the immediately adjacent neighborhoods. The overlay was one of several recommendations from the 1993 *College Hill Neighborhood Plan*. The overlay and other aspects of the plan have seen some success, but after almost three decades, it is time to review the plan and revisit the implementation, with an eye towards developing new strategies through the lens of the current economic, environmental and social context. In particular, the community desired a more holistic, fine grained approach to direct and incentivize redevelopment for a walkable, mixed-use district such as College Hill and further stabilize the nearby neighborhoods. The City initiated the *Imagine College Hill Project*—a public visioning process and a zoning code update to implement the new vision plan—to build on the City's recent *Imagine Downtown!* effort.

The College Hill Study Area generally includes all of the non-University property south of 12th Street and north of University Avenue; west of Main Street and east of Hudson Road; along with some residential areas south of University Avenue between Hudson Road and Main Street; and a small area east of Main Street between 18th Street and Seerley Boulevard. The current zoning includes areas of C-1, C-2, and C-3 (which permit retail, office, professional services, lodging, and several other commercial uses); R-3 and R-4, (which permit “medium density” residential uses along with some office, professional service, and lodging); and R-1 and R-2 (which permits single-family homes and duplexes). (See the aerial on p. 6.) The *Imagine College Hill Plan* is the result of the public process for envisioning the future of this area.

THE PROCESS

Prior to a public kick-off event in January 2020, the City Council established project priorities (*highlighted on the next page*) to provide a guiding framework for the public outreach, virtual design charrette, and plan that follow.

The visioning process began in the winter of 2020. The City reached out to community members, announcing the Imagine College Hill project and encouraging public involvement, with direct mail to all business owners, property owners, and residential addresses within the study area. In addition, working with the College Hill Partnership, posters and flyers were distributed to all College Hill businesses for display in shopfront windows and on store counters. The consultant team conducted a series of stakeholder interviews with a range of groups, including: business and property owners; the College Hill Partnership Board; residential landlords; realtors; neighborhood groups; UNI administrators; and student leaders (who lived both on and off campus.) The team began analyzing the project study area to understand the historic and recent development patterns on College Hill. The team also led an evening public

kick-off event, with the goal of encouraging broad public involvement, at the University of Northern Iowa Center for Energy and Environmental Education to engage the community on topics related to placemaking and gather input on local perceptions of College Hill and the surrounding neighborhoods. Before and after the kick-off event, the team worked off-site by reviewing the existing zoning code, the recently completed parking study, and current economic, demographic, and traffic data.

The project has a website (www.OurCedarFalls.com) to provide information and updates, including video of the public presentations, as well as to solicit additional community input from individuals who were unable to attend the various public events.

Following the initial kick-off activities, the *Imagine College Hill* project was delayed for several months due to the COVID-19 pandemic. Prior to re-initiating the project, the City once again promoted the effort, with a press release, new updated posters and flyers for College Hill businesses, an additional round of direct mail postcards throughout the study area, and information included in the UNI e-newsletter. Once restarted, the planned public design charrette was converted to a week-long virtual community design workshop the first week in October 2020—with all members of the consultant team working off-site in a virtual design studio and all live community engagement meetings being conducted via internet streaming, and additional input gathered via the project website. These virtual charrette activities comprised the *Imagine College Hill! Public Design Charrette*:

- a Saturday morning public virtual hands-on design workshop in which community members broke into small facilitated on-line groups to discuss the College Hill Study Area map, identifying strengths and weaknesses and opportunities for the future;
- two open “Q&A” sessions during the week, where the public was invited to “drop-in” virtually and hear about what the team was working on as well as ask questions;
- a web-based survey, targeted to UNI students; and
- technical meetings to verify that the workshop design ideas would work in the physical and economic context of Cedar Falls.

The virtual charrette was concluded by a public “work-in-progress” presentation the following week, to make sure the team understood what the community had said and was on the right track before further developing and refining the *Imagine College Hill Plan*.

Project web page for Our Cedar Falls



OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

**Cedar Falls City Council
 College Hill Vision Plan Project Priorities
 Adopted January 2020**

1. Create a thoughtful vision plan to manage change over time.

- Reflect on the past, consider the present, look to the future
- Respect the unique character and identity of College Hill
- Plan for the diversity of people that desire to live and work in the neighborhoods and College Hill area

2. Vision will be based on broad community input, gathered through a robust community outreach process.

- Affirm ongoing community efforts and explore new ideas
- All are welcome
- Feedback is appreciated and essential
- Partner with UNI to encourage participation of University stakeholders – students, faculty and staff, administrators

3. Take into account market realities and changing demographics for all types of development.

- Future technology needs
- Future transportation needs
- Future housing needs and how that complements our neighborhoods
- Consider the significant influence of UNI

4. Maintain/foster a unique sense of place.

- Thriving and dynamic mixed-use business district
- Pedestrian-oriented design
- Attractive interface with UNI campus to enhance visitor experience
- Residential neighborhoods with a compatible mix of housing types that meets the diverse needs of the community

5. Encourage economic development based on the adopted vision.

- Maintain/enhance existing properties
- Encourage new development and redevelopment that creates a distinctive sense of place
- Encourage mixed-use development that will expand the customer base for College Hill businesses

6. Foster healthy residential neighborhoods.

- Stabilize neighborhoods by fostering a healthy balance of housing for both owners and renters
- Focus new housing options for college students in areas adjacent to campus
- Preserve and enhance housing opportunities for long term residents
- Create a seamless transition between more urban campus edge areas and residential neighborhoods

7. Establish clear and objective zoning standards to achieve the adopted community vision.



ANALYSIS

Prior to the visioning effort, the team studied College Hill and surrounding neighborhoods, including: stakeholder interviews and general public engagement to gather local perspectives on the current environment for living, working, going to school, and playing in the area; on-site analysis of the built and natural environments; analysis of local market conditions and demographics; and review of existing policies, regulations, and historic plans specific to College Hill.

PUBLIC ENGAGEMENT: UNDERSTANDING HISTORY, CURRENT PERCEPTIONS & ACTIVITIES

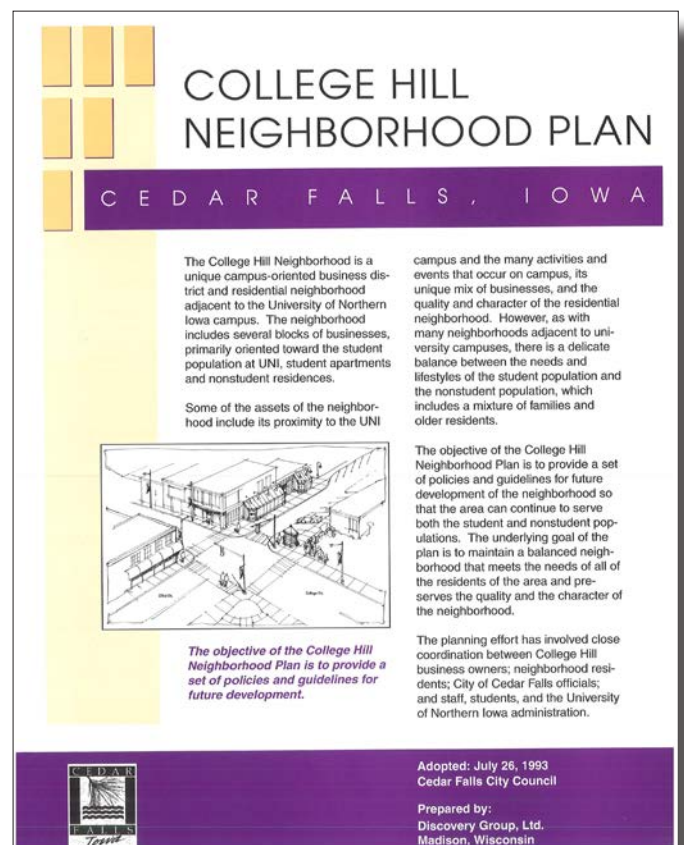
Gathering public input and ideas was a priority for the *Imagine College Hill Project and Plan*. The engagement effort included a series of stakeholder interviews, a public kick-off event, several virtual activities, and an interactive project website (which grew in importance as a tool for communication and public participation under the pandemic restrictions.) The consultant team reviewed the history of the neighborhood and previous plans, to better understand, and build on, the good work that has been completed previously. This is a Community Vision—and its very foundation is the aspirations of the residents and business owners for the future of their neighborhood.

Stakeholder Interviews

In the winter of 2020, the consultant team interviewed a broad cross-section of stakeholders, including: business and property owners; neighborhood residents; retail, restaurant, and bar owners; University of Northern Iowa (UNI) leadership; landlords; UNI student leaders; local developers and real estate professionals; College Hill Partnership board members; City public safety, planning and community development staff; and the parking enforcement staff for the city and university.

The groups identified several overlapping and consistent concerns and interests, although with different priorities, including:

- the importance of continuing the code enforcement and landlord accountability programs;
- the need to keep the student population close to campus and the College Hill business district;
- the importance of treating all landlords and property owners fairly and consistently;
- the desire for more diverse businesses to attract non-student customers;
- need to emphasize property maintenance and general appearance of streets and buildings serving as the “front door” to the University;
- more/better engagement between students and the community;
- the desire to attract more families/non-students to live in nearby neighborhoods;
- improved parking management for streets and City lots;
- a desire to improve connections between College Hill and Downtown; and
- maintaining a unique identity and character for College Hill and nearby (historic) neighborhoods.

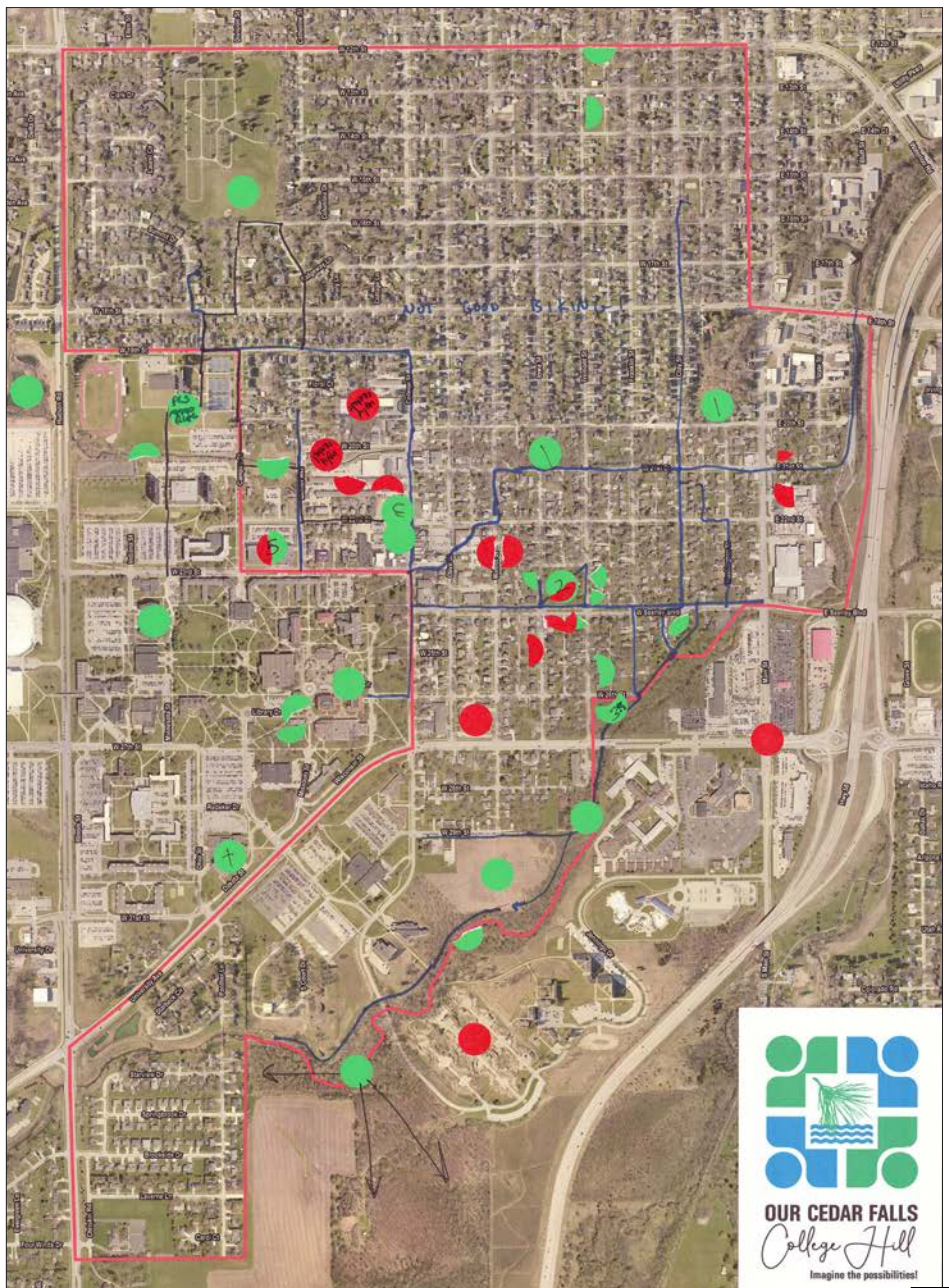


Approximately 50 community members attended the *Imagine College Hill!* Kick-Off Event at the University of Northern Iowa CEEE in January. Following a welcome by the mayor, the consultant team provided a project overview and a visual introduction to urban design concepts, such as placemaking, urban form and character, and walkability.

Before and after the presentation, the team used several activities to engage participants, promote discussion and gather input—to get to know the College Hill study area and understand some of the issues and concerns that the *Imagine College Hill Vision Plan* needed to address. The engagement activities included:

- a small group mapping exercise (*photos at right*) with two components—first, people marked their primary walking and cycling routes to and through the study area; and second, they identified areas of “strength and weakness” in the area (those locations that they liked or felt need improvement) by marking them with green and red stickers, and provided additional explanatory comments, if desired;
- a visual preference exercise, in which attendees could “vote” on images of buildings, streetscapes, and parking, to indicate whether they felt the character and scale were appropriate for future development on College Hill and in nearby neighborhoods; and
- a survey about individual interest in the visioning project and when, how, and why individuals visit College Hill.

The mapping exercise revealed considerable consistency between groups. Although only a snapshot



of opinions, the visual preference exercise revealed several consistent community “likes” and “dislikes.” Some highlights:

Residential development in adjacent neighborhoods

- Preferred – small front yards, 2-3 stories, with generally traditional architectural detailing
- Not preferred – no front yard, garages or parking in front, continuous repetitive designs

Commercial & mixed-use in the College Hill business district

- Preferred – street-oriented buildings with shopfronts
- Not preferred – buildings oriented toward parking lots

The street-space or public realm (the area between the building façade and the curbs)

- Preferred – generous sidewalks with street trees (both for business district and neighborhoods)
- Not preferred – narrow sidewalks, lack of street trees, and inactive street frontage

Residential in business district

- Preferred – medium-scale, discrete individual buildings oriented to the street
- Not preferred – larger-scale, monolithic designs, oriented toward parking

The kick-off survey revealed that most participants drive to College Hill for work and other activities, but they indicate that they would like alternative transportation options that are either not currently available or are perceived unsafe or inconvenient.

Images of the “strength and weakness” maps, a tally of the visual preference exercise, and the full survey results are provided in the Appendix.



OUR CEDAR FALLS
College Hill
Imagine the possibilities!

Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020

Visual Preference Results

BOARD A
Adjacent Neighborhoods






College Hill Center – Commercial & Mixed-Use



College Hill Center – Residential



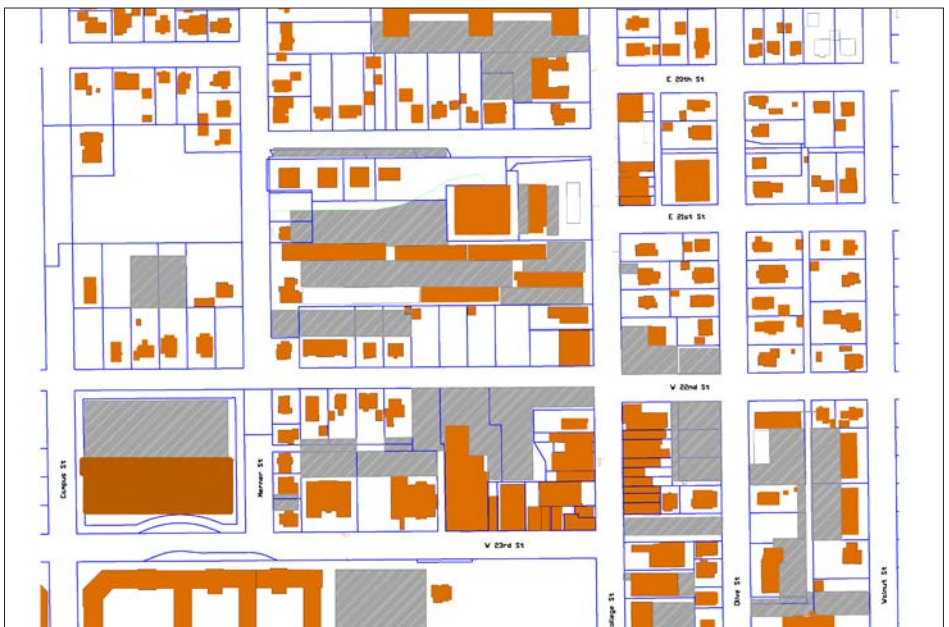
Site Analysis: Understanding the Physical Context

The team drove and walked around the entire study area to experience the existing physical context, noting the character of historic and recent development, taking photographs and identifying potential (prototypical) redevelopment sites. Street widths, traffic patterns, parking locations and availability, public open spaces, and the existence and health of street trees were also examined.

The team examined the overall pedestrian experience based on details such as: interesting shopfronts and active building facades (or the lack thereof); available activities and potential destinations; street lights; and the absence of wayfinding signage for pedestrians or cyclists.

Several features of particular importance were identified:

- the close proximity of the neighborhoods to campus and the business district;
- the fact that there were very few vacant shopfronts along College Street within the business district;
- the range of property maintenance, particularly in proximity to the university campus;
- the historic houses along with some more recent examples of incompatible infill for the existing context—both urban commercial and traditional neighborhood environment;
- the gap in the street frontage along College Street, from the Upper to Lower Hill;
- the high ratio of surface parking lots to building (*diagram at right*);
- the opportunity for using the flood control infrastructure as an amenity; and
- the proximity to (yet disconnection from) the bike trails, the Cedar River, and Downtown.



Understanding College Hill

The study area includes the area considered the College Hill business district along with several of the surrounding adjacent neighborhoods. The mixed-use center has a wide range of building styles dating from throughout the 20th century and more recent. The neighborhoods include many historic homes dating from the late 19th century through the Second World War, along with more recent infill.

A section of the Main Street corridor is also included in the College Hill study area; however, it seems physically and psychologically separate, with a mixture of neighborhood-serving retail large-scale retail and semi-industrial uses, along with a few houses.

While most of the commercial buildings within the core of College Hill are street-oriented urban fabric buildings, there are a few that stand out due to their auto-orientation. Many of the apartment buildings are less successful, turning their sides and backs to the street and ignoring the existing context. Many older homes have been chopped up and converted into student apartments. While they maintain the scale and character of the street, they also create other problems, such as insufficient parking and lack of basic/routine maintenance and upkeep.

Activities on College Hill are dominated by the University, but also include a range of eating and drinking establishments, some retail, and other student oriented businesses such as a laundromat, a copy business, and vape shops and tattoo parlors. There is currently little to attract people from beyond the university community or surrounding neighborhoods.





Economic and Demographic Context

The economic and market analysis was based on local demographic, tax base, and real estate data in combination with stakeholder interviews. Key findings included the following.

College Hill has remained very stable over the past 20 years when measured in terms of population and household counts; however, the number of rental properties has increased. As one would expect, the student population is concentrated near the university. That concentration of students, including their location within the overall study area, has a definite impact on both the residential and commercial markets within the study area. The dynamic and market potential of College Hill moving forward depends heavily on the University of Northern Iowa enrollment.

The extent and pace of new housing development will be gradual, as College Hill can only support small increments of new housing, and even that growth will be constrained without adjustments to the current residential parking requirements. High on-site parking requirements for apartments and other rental properties dramatically increase the cost of development and translates directly to higher rents. New residential development in the core of College Hill is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

Given the importance of walkability, compact development, and population density to support a healthy neighborhood business district, it will be important to pursue alternative approaches to the current residential parking requirements, including lower ratios and permitting off-site locations. Additional parking management tools should be considered in the future, if needed, to deter students and University commuters from parking in surrounding neighborhoods (to avoid paying for City or University parking) or monopolizing the short-term on-street parking that is needed to support College Hill businesses. (*Parking considerations are discussed further on p. 21.*)

Conversion of student housing back into single-family use will not be likely close to campus, but may be possible in the neighborhood areas a few blocks away. However, the appeal to non-student buyers or renters will be greatly influenced by the overall character and affordability of these nearby neighborhoods. (Students pooling their resources or paying by the bedroom are often willing and able to pay more to rent a house than a single family. Providing students with equally attractive housing options closer to campus should help to stabilize the nearby neighborhoods with either long-term renters or new owner-occupants.)

Although College Hill businesses are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours. The district needs a bigger retail base (of both students and full-time residents living and working nearby) to support a larger number and greater diversity of businesses. Simultaneously, more diverse or unique businesses can attract customers from a larger geographic area. The size and stability of the business and residential areas typically have a symbiotic relationship. Retailers would also benefit from a seamless connection between the Upper and Lower Hill, creating a continuous walkable retail frontage along College Street.

These demographic and market realities have direct implications for the *Imagine College Hill Plan*.

The full Market Considerations report is provided in the Appendix.

MOBILITY ON COLLEGE HILL

College Hill is primed to be one of the preeminent multi-modal neighborhoods in Cedar Falls. It is already compact and mixed-use, with an interconnected street network and the University of Northern Iowa students and surrounding neighborhoods in proximity to provide the desired foot-traffic. The area can provide a wide range of activities and services nearby, with trip origins and destinations in such proximity that active modes of transport such as walking or cycling can be more attractive than driving. It should be easy for people to move in and around College Hill safely and efficiently without using an automobile—if a person chooses to do so. College Hill should be the neighborhood in Cedar Falls where UNI students and other city residents who want to live car-free should be able to—with all of their daily needs within a short walking distance.

Getting the design of the streets “right” can mean the difference between a vibrant, walkable, and economically successful neighborhood “main street” district and one that motorists simply pass through without any consideration of visiting. (Or one in which people only walk from their car to their destination, and then back to their car for their next destination, even if it is only a few blocks away). The goal is to plan and design a place for people, accommodating cars but not designing primarily for their use for every trip.

Pedestrian-oriented, multi-modal districts should give residents and visitors true choices about their mode of travel—walking, bicycling, ride-sharing, taking transit, and driving. Individuals can choose the mode that is best suited for their current trip or activity. Complete Streets principles are a way to make sure that people have those choices. In the College Hill study area, there are several guiding principles to support such an environment, both in the core and in the surrounding neighborhoods. Although several College Hill streets have been rebuilt in the past decade and are not due for additional improvements in the near-term, all future street reconstruction projects in the district should include the following ideas.

- Right-size streets (number of lanes, lane widths, slow speeds, and equitable accessibility for the active modes) based on context to enhance the walking and bicycling environment
- Improve sidewalks and fill in gaps—create continuous system for walking
- Enhance crossings for safety and accessibility: with curb bulb-outs, high-visibility markings and active warnings such as Rectangular Rapid Flashing Beacons where needed; improve interface between trails and streets; and use measures like protected intersections where appropriate
- Implement transit shuttle (like former Panther Shuttle); seek funding partnerships when available. Make transit efficient and reliable
- Implement comprehensive pedestrian and bike network wayfinding for destinations and routes (distance and time to popular destinations by walking and biking)
- Establish working partnerships with College Hill businesses, residents, City, and UNI



Rectangular Rapid Flashing Beacon

Walkability

Walkability depends on several factors, including pedestrian safety, comfort, and interest. While active building frontages and people-places provide interest, slow-moving traffic with wide sidewalks and short pedestrian crossing distances are fundamental for safety and comfort. Perceived safety is particularly important for pedestrians when crossing streets. Both vehicular speeds and the distance from curb-to-curb (the time the pedestrian is in the travel lane) effect this perception. Reducing the crossing distance by a combination of installing corner bulb-outs and narrowing lanes will greatly improve pedestrian safety and comfort.

Generous sidewalks are the best practice for mixed-use, high foot-traffic areas—15 to 20 feet in a “main street” environment, providing enough space for clear passage, street trees, and outdoor dining. Urban sidewalks should be understood as a combination of the ‘clear walkway’—the continuous and unimpeded sidewalk width and the ‘tree lawn’



Re-purposing two on-street parking spaces to accommodate outdoor dining



Intersection at 23rd and College Streets: existing pedestrian crossing distance

width, a generally continuous soil trench that can have special pavements between the trees that can add 6 feet or more to the pedestrian zone width.

For example, the pedestrian crossing distance on 23rd at College Street is more than 39 feet (*see Diagram below*). By reducing the travel lane width and eliminating the free-flow right turn lane, that distance could be as little as 22 feet, almost cutting the crossing distance (and time) in half. This would greatly increase pedestrian comfort and walkability for one of the highest pedestrian-traffic areas in the city. The traffic geometry for the Vision scheme in the diagram below proposes narrower travel lanes, bulb-outs, and a 25-foot radius at these core intersections. This design frees-up space for 14-foot sidewalks along most streets.

Built-out areas such as College Hill are often physically constrained and must balance competing priorities—such as on-street parking, street trees, and clear sidewalk widths. Street rebuilding that involves relocating curbs is expensive. In the short term, trade-offs may be required; but when there are opportunities to reconfigure and rebalance the street-space allocation—such as when streets are rebuilt, properties are redeveloped, or zoning standards are revised—installing wider sidewalks and corner bulb-outs should always be a priority.

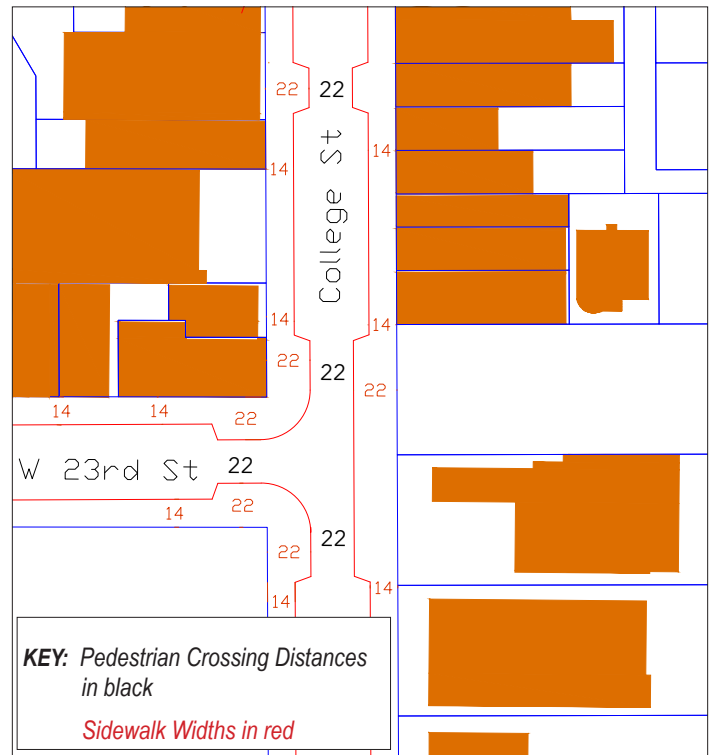


DIAGRAM: A comparison of the pedestrian realm dimensions near the intersection of 23rd and College Streets: Existing (left) vs Vision proposed (right)

Reallocating the street-space has multiple benefits, including increasing the sidewalk width to accommodate street trees and activities such as outdoor dining, as well as decreasing the distance for pedestrians crossing the street, which improves pedestrian comfort and safety.

Bicycles as a Viable Transportation Option

Cedar Falls has a visible and vocal bicycling community (as evidenced by both the existing bicycling trails and shops, and cyclists' enthusiastic participation in the College Hill visioning process). However, even amongst this group, the comfort and skill level varies. In the stakeholder meeting with the Pedestrian & Bicycle Committee, different people identified different "preferred routes" as the best way to get from the Cedar Valley Trail to College Hill and from College Hill to Downtown. This is similar to other US cities, which typically have a small group of "strong and fearless" bicyclists who will ride in almost any environment; but a much larger cohort of about 70% of people who fall into the "enthused and confident" and "interested but concerned" groups that have been proven to ride more with improved facilities and infrastructure. Separation from and calming of vehicular traffic is key to these users, and right sizing of the streets is key to providing that calming.



Wayfinding both from and to bicycle trails



As one participant stated, today Cedar Falls has "more of a patchwork than a network" for bicycles. With a connected bicycle network comprised of a combination of dedicated facilities and safer streets more conducive to use by this 70%, bicycling can be a practical and efficient mode of transportation (rather than just for recreation)—particularly for College Hill residents and employees. In addition, while wayfinding on the trails and greenways clearly identifies nearby points of interest, the reverse is not true. For the uninitiated cyclist on College Hill, the routes to the trails and Downtown are not marked. Such wayfinding is important for visitors and students new to UNI alike. Completing this patchwork into a cohesive network for cycling will require physical modifications to certain streets, augmentation of crossings, and comprehensive wayfinding that ties the system together.

The concepts in this *Imagine College Hill Plan* and the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009) should be complementary—most streets in the College Hill study area will remain the same, while others may only need designation of a route and wayfinding. A few may be identified for modification, such as: protected intersections, crossing enhancements, or separated facilities for pedestrians and cyclists alike through "completing the street" by narrowing or reallocating lanes for the active modes.

From an economic development perspective, cities that invest in cycling infrastructure such as trails, greenways, and on-street cycling facilities see reinvestment in the community to tap the visitors using the newly available mode of transportation. Greenville, SC and Travelers Rest, SC have seen significant economic impacts as a result of the Swamp Rabbit Trail; the communities in Northwest Arkansas have seen a significant return on the investment in the Razorback

Why Rethink College Hill Parking Requirements?

Requiring each future infill residential or redevelopment project to provide all of its parking on-site will work against the environment envisioned in the **Imagine College Hill Plan** for the following reasons.

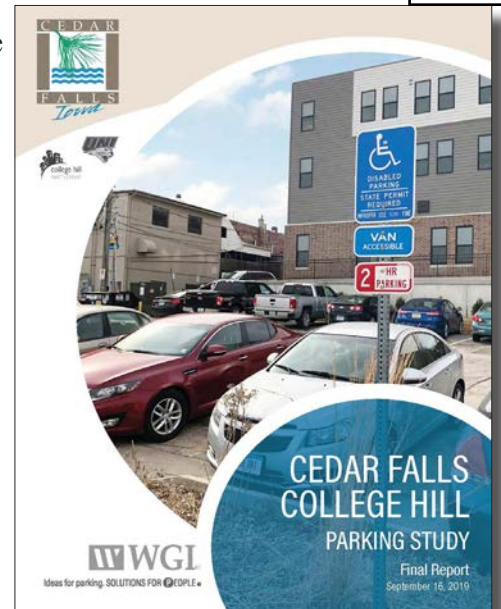
- On-site parking reduces the redevelopment potential of individual lots—particularly in relation to intensifying student housing close to the UNI campus. (See the Appendix for additional information.)
- Surface lots limit the developable area and create "dead zones" on the street if poorly located.
- Excessive on-site parking increases the cost of redevelopment (and therefore the cost of new units).
- It is contrary to creating a walkable, "park once" environment.

Regional Greenway; and cities across the country can tie entire neighborhood revitalization efforts to physical street and infrastructure changes like complete streets that allow people to walk and bike. Such long-term investment in “quality of life” infrastructure could assist with stabilizing the College Hill neighborhoods.

COLLEGE HILL PARKING

The design team reviewed the recent College Hill Parking Study through the lens of urban design and placemaking. While generally in agreement with the proposed approach, the team recommends that additional strategies be considered, particularly in relation to university and private parking management and resources, to better support the goals and vision of the *Imagine College Hill Plan*.

Within the context of the broader College Hill urban design, mobility, and market analysis, and building on the parking management strategies in the study, the following should be key implementation priorities to produce the desired environment (and parking supply). Unlocking the redevelopment potential on College Hill will require managing parking through a multi-pronged approach, in addition to improving the pedestrian and bicycle environment as described above.



- Revise the current parking standards as part of the zoning update.** There are several available approaches and tools. Ultimately, the solution to College Hill parking concerns will likely be “both/and” rather than “either/or,” as there are a myriad of competing interests for parking within the district. Right-sizing the parking requirements, particularly in the heart of College Hill within close proximity to UNI and the business district, is the place to start. From a market perspective, the current requirements of one on-site parking space per bedroom simply does not pencil out for small-scale redevelopment projects as envisioned for College Hill. Reducing the minimum residential requirements within the core character areas—the Heart of the Hill, General College Hill, and University Neighborhood (see p. 35 for detailed character area descriptions and locations), while permitting off-site parking within a defined distance, should be considered. Developers should be encouraged to help provide such additional parking supply, for residents and visitors to College Hill.
- Coordinate parking management with UNI.** The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the “free” on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the *Imagine College Hill Plan* is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.
- Continue to implement the parking study strategies.** Set triggers for next steps in the overall strategy and monitor the parking supply and demand on an annual basis to be able to proactively address concerns before solutions are needed. Evaluate each step’s effectiveness, and adjust when appropriate, as each strategy is implemented.
- Consider additional parking management tools in the future, as needed.** These might include: a parking management district within a defined area close to the campus and business district and a fee-based residential parking permit program within the management district, if appropriate.

A zoning code includes a range of tools that can be used to guide development, including: form standards, zone districts, use standards, site development standards, and review processes. Each tool plays a specific role in establishing an overall development pattern. Making sure the zoning standards are designed to implement the vision, goals, and policies of a comprehensive plan is a key step in ensuring the plan's long-term success.

The Cedar Falls 2019 *Imagine Downtown Vision Plan* zoning analysis notes that it will be important for Cedar Falls to undertake a more comprehensive and cohesive update to the current zoning code to both ensure that the plan can be implemented and, equally important, to ensure that the current regulations will not act as a barrier to the community's preferred development patterns that have been identified in the process of creating the *Imagine Downtown Plan*. The same analysis will be needed for this *Imagine College Hill Plan*. The College Hill zoning updates should be able to benefit from and be coordinated with the zoning changes made to implement *Imagine Downtown*. Key considerations should include the following:

1. Use All of the Zoning Tools Available. Even though zoning codes should include a wide range of tools that can be mixed and matched in a variety of ways, the current Cedar Falls zoning code is heavily focused on regulating through one tool—the individual zone district. As planning and the community have changed over time, new stand-alone zone districts have been created to address the problems of the day. The result of this approach is the creation of new base and overlay zone districts that are “layered” on to the existing zoning code. To accommodate the widening range of topics addressed by modern zoning, the newer zone districts include regulations that typically would have been addressed in another, separate section of the code. When a new commercial district was created, for example, it would include landscaping and sign standards applicable only within that district. The more generally applicable landscaping and sign regulations, included in the code outside of the zone districts, have been left to age in place. The idea behind this approach is good; new districts should have updated development standards. The problem, though, is that this approach has created multiple “parallel” codes; allowing the “old” regulations to be applied in those locations with “old” zone districts while limiting application of the new (and presumably more relevant) standards to the districts in which they've been drafted. This “siloes” approach to zoning ensures spotty and inconsistent development patterns. It also makes the zoning code difficult to navigate, for both the City and code users.

The City needs to create a set of modern, place-based zone districts with an emphasis on scale, form, character, and intensity to apply to the College Hill plan area. This should include both new districts and updates to currently applicable districts, such as the residential districts surrounding College Hill. Both the new and updated zone districts should be linked to generally-applicable, baseline site development standards as well as standards designed expressly for College Hill (e.g., parking, landscaping, stormwater, signs). The goal of these revisions would be to reconnect the various working parts of the zoning code and, while doing that, eliminating old regulations that are no longer useful. With these key pieces in place, the City will have a more highly connected zoning code that is both easier to use and easier to effectively amend.

2. Create Transitions between the University and Surrounding Neighborhoods. One aspect of College Hill that should be considered in the zone district revision process is how to design and regulate the area of transition between the more intense UNI and College Hill business district development and the surrounding primarily detached residential neighborhoods. The City's current residential zone district line up and development standards for R-3 and R-4 may need a boost through the creation of new districts and development standards with more emphasis on form and character, including parking and landscaping, that are designed to provide a physical transition between the more active mixed-use areas and the less intense neighborhoods.

3. Right-Size Use and Development Standards to Create Unique Places. Older zoning codes are more likely to regulate at a very general level, with one set of parking standards or one type of perimeter landscaping design. Codes drafted pre-2000 particularly tend to be more one-size-fits-all and not include a layer of regulatory detail that is focused on form, scale, and tailored site design. The current Cedar Falls zoning code attempts to modify this approach for College Hill through the College Hill Neighborhood Overlay (CHN). The CHN is a very detailed code section that is designed as an overlay (overriding amendment) to at least six underlying base districts, including

C-3, P, R-4, R-3, R-2, and R-1. This is a wide range of zone districts with many different purposes, and the CHN a challenging document to navigate. The regulations incorporated in the CHN might be better addressed, and made easier for code users to understand, through updated zone districts that provide more site-tailored regulations including: creating a scaled approach to residential access and parking requirements, delineating design standards for that range of residential development types that set rules for context sensitive infill/missing middle development forms, and linking to proportionate compliance standards that clearly establish when existing development is required to come into compliance with current zoning regulations.

Similar to the Downtown zoning updates, focusing on form and scale is key for the full range of zoning standards in the College Hill core. The zoning update needs to synchronize the community aspirations of the *Imagine College Hill Plan* with context-specific regulatory standards that emphasize form, character, and intensity. The current regulations are focused on specific land uses and statistical measurements that are pretty easy to calculate but that do not make the connection between the plan preferences and the built environment. Updated districts that regulate form, character, and intensity are more holistic, allow the City to review not only individual structures on individual lots, but also the relationship between buildings, and between buildings and the public realm including the sidewalk and street. Outside of the College Hill core, zoning code updates should also include changes to the traditional residential districts surrounding College Hill that incorporate standards to protect the multiple site and structure design choices that reflect the existing neighborhood character.

4. Be Specific About Infill Standards. The zoning code needs to include specific infill standards and processes. Infill standards are designed to ensure that the zoning code does not inadvertently make infill development difficult or impossible by applying general standards that unique lots cannot accommodate. If the City wants to encourage applicants to take up the challenge of development or redevelopment, it will help to provide clear intent and be very specific about where the zoning code can help to fit projects into difficult lots and spaces. In the context of College Hill and the nearby residential neighborhoods, any new development standards should be drafted specifically for a redevelopment context, because the study area is built-out. This might include parameters for administratively adjusting some requirements—such as dimensional standards, landscaping/tree requirements, and preferred sign types—on a site-specific basis to address atypical situations.

The overall content of the zoning update for College Hill will build on the approach and format established for Downtown. Some initial concepts for new development standards are included in the Character Area and Frontage Type sections, beginning on page 34.



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VIRTUAL CHARRETTE: PUBLIC VISIONING WORKSHOP

The Community Design Charrette was a virtual process working with citizens and stakeholders to define a vision for the future of College Hill and nearby neighborhoods. The virtual charrette activities included a public hands-on design workshop, on-line design team Q&A sessions, video technical meetings, a web-based student survey, and a work-in-progress presentation.



Envisioning the Future: Working Together to Share Concerns & Aspirations

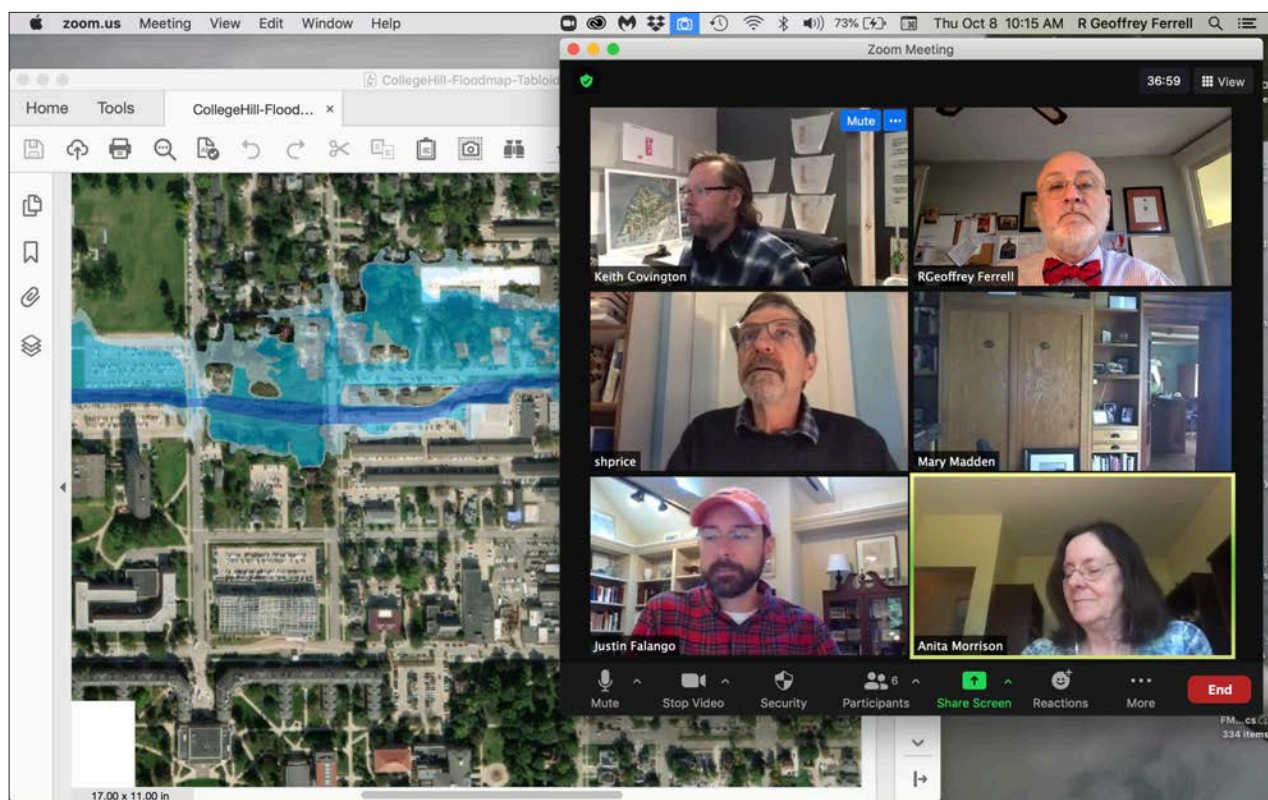
On Saturday morning, October 3, a group of Cedar Falls residents gathered on-line to discuss College Hill—both their perceptions of its current strengths and weaknesses, as well as opportunities for the future. Despite the limitations of meeting virtually, small breakout groups led by a facilitator discussed a series of questions about College Hill, using an aerial photo of the study area as a reference and to capture the groups comments and notations. The groups focused on topics like walking and bicycling; the natural features; local business; character and scale of existing and potential new buildings; opportunity sites for redevelopment; and [connections/the relationship] to Downtown and the Cedar River. (The use of the aerial photo maps encouraged people to be specific with their comments and recommendations, identifying both problems and opportunities in specific locations.)

After working through current issues and concerns and discussing opportunities for the future, the groups reconvened and the facilitators highlighted the major ideas and concepts for the future of College Hill to the entire group. Although there were differences of opinion, several areas of consensus were evident. These points of consensus were studied and tested throughout the charrette week and form the foundation of the *Imagine College Hill Vision Plan*.

Common Topics

- preserve neighborhoods
- walkability & sidewalks
- street trees & natural amenities
- retail & dining options
- bicycles



The design team working in the virtual studio

Refining the Vision

From October 3rd to the 14th, the consultant team worked together off-site in a virtual urban design studio where they combined the upfront analysis and the residents’ ideas into a draft College Hill vision plan. Throughout the charrette, the team held a series of technical meetings with landlords and business owners; local developers; the bicycle and pedestrian committee; the transit authority; City planning staff; parking management staff from the city and university; University of Northern Iowa administrators; the College Hill Partnership; and members of the City Council.

These sessions provided an opportunity to gather additional information and test the community aspirations against real-world contingencies such as floodplains and other site constraints, property ownership, and local market and economic conditions. The technical considerations informed and shaped potential redevelopment scenarios, built on the residents’ ideas—to ensure that the community vision for College Hill is rooted in reality.

The team explored several redevelopment scenarios, using prototypical parcels and sites within the study area to ensure they ‘fit’ within the College Hill context. Hand drawn and computer simulated “before and after” images of these development studies will help residents visualize potential change before it occurs.

Additional Virtual Charrette Activities

In order to engage the public throughout the charrette, the team held several other activities. There were two on-line Question & Answer sessions, in which people could “drop in” and ask questions about the project and provide additional input and opinions. Brief “studio video updates” were posted on each day’s major activities and two “quick polls” about the College Hill character areas and appropriate buildings heights were also taken. Last but not least, recognizing the significant presence of students living and going to school on College Hill, an on-line survey targeted to UNI students seeking their opinions and perspectives on housing, transportation, entertainment, and shopping topics was also completed. *(Quick poll and student survey results are available in the Appendix.)*



The Virtual Charrette activities were concluded on October 14 with a “Work-in-Progress” presentation to the Cedar Falls Planning Commission via video conference. The team shared the preliminary work on the *Imagine College Hill Plan*, which was built on community input from both the January community kick-off and the week’s Virtual Design Workshop, stakeholder interviews, and technical meetings.

The overview of the work to-date included: the teams’ context and site analysis; College Hill mobility with an emphasis on streets, sidewalks, cycling, and parking; and the economic and demographic analysis. Highlights included several urban design and planning concepts, beginning with the “Big Ideas” from the analysis and public visioning effort and including the identification of character sub-areas within the study area. The presentation provided numerous illustrations of prototypical infill and development scenarios, including before-and-after simulations of potential redevelopment of real College Hill sites. It explored topics such as stable neighborhoods and context-sensitive infill; intensifying the compact, mixed-use heart of College Hill; improving the pedestrian realm with new retail and dining opportunities; treating Dry Run Creek as an amenity; and exploring options for shared parking on College Hill.

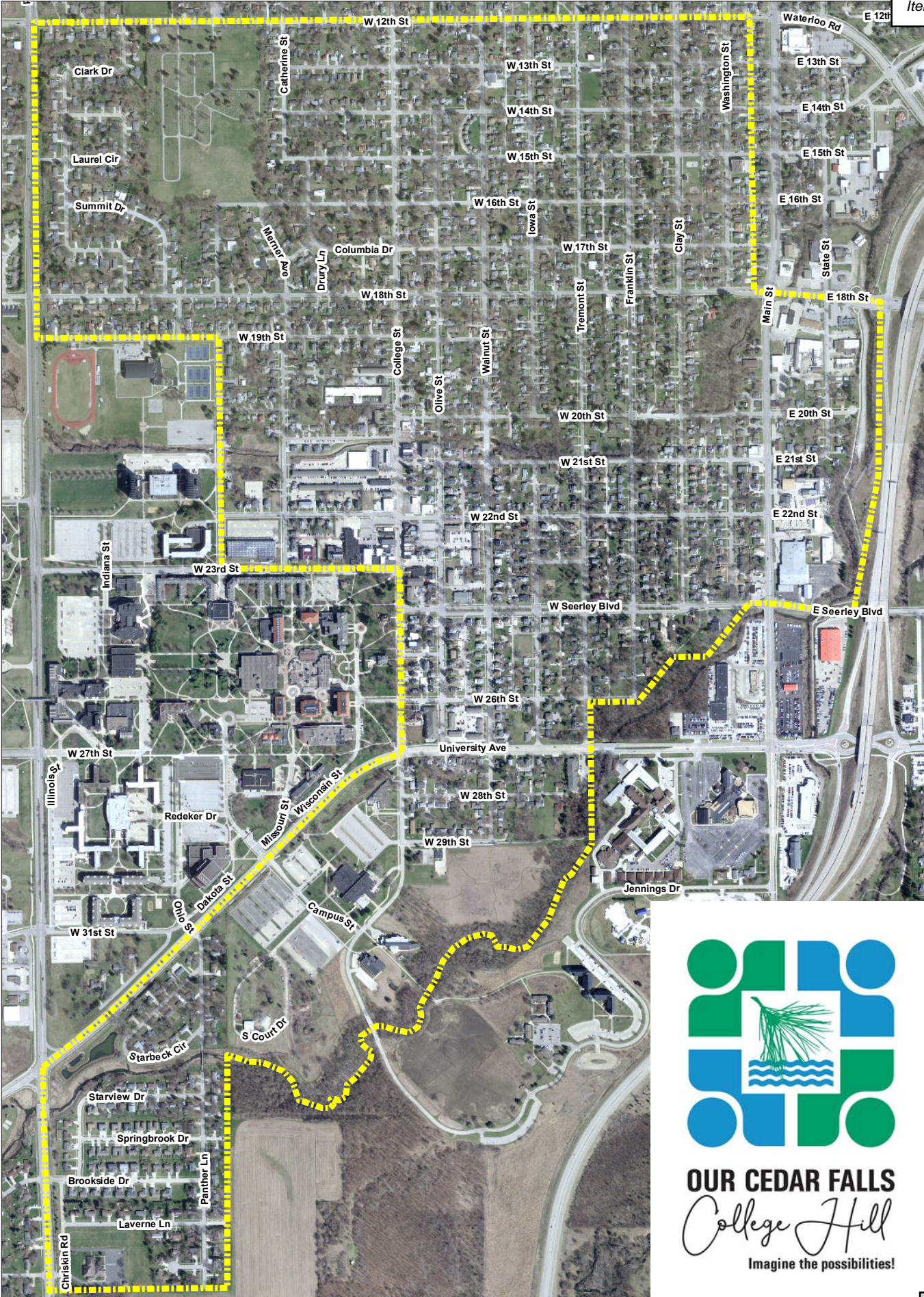
Based on the responses to an on-line survey that was available for over two weeks on the project website, almost 85% of the respondents felt the “Work-in-Progress” presentation was generally on the right track. (*Complete exit survey results are provided in the Appendix.*)

The following pages build on the “Work-in-Progress” presentation with new and improved images and additional information that make up the *Imagine College Hill Vision Plan*.

Imagine College Hill! Planning and Zoning Commission Recommended DRAFT
March 2021

“Big Ideas” for College Hill

- Stabilize and enhance neighborhoods
- Concentrate & intensify student housing near campus
- (Re)Connect lower and upper Hill
- Improve walkability: safety, connectivity, comfort
- Increase retail and dining options
- Treat natural areas as amenities (add & maintain street trees)
- Make biking easier by improving connections to trails and downtown
- Manage parking better
- Improve Hidden Valley



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 Imagine the possibilities!

IMAGINE COLLEGE HILL FRAMEWORK

In order to translate the “Big Ideas” from the Public Visioning Workshop into a conceptual vision plan, it is important to think in physical and place-specific terms and incorporate basic urban design concepts. These design concepts, the community aspirations, and context analysis provide the vision plan framework and lay a foundation for updating the development regulations for the study area.

URBAN DESIGN BASICS

Placemaking

A term describing the core task of good planning—how to make the ‘place’ that the citizens want. This requires focusing on the desired form and character of the built place, rather than the various technical aspects of development regulations. The “placemaking” approach leads by asking the question: “what kind of place do we want to live in?” The technical questions of how that place can be achieved are dealt with secondarily—they must be answered, but they should not lead the City planning and urban design efforts.

Walkability: Changing the character of College Hill Streets

A “walkable” place is much more than one in which there are sidewalks. It refers to an environment where walking can be a primary mode of transportation. In these locations, it is a pleasure to walk; there are places to go and things to see and do; and walking is safe and efficient.

Gateways: Creating a Sense of Arrival

A gateway is a physical location that marks the entry into a new place, in large part by being different. Gateways are important to placemaking because they can change behavior. For example: a gateway design could help calm incoming traffic, by bringing buildings close to the street and planting street trees, to mark the change from the outlying suburban or rural (and high speed) environment into the urban, constrained (low speed) and pedestrian environment. More than mere signage, the strongest gateways are made with distinct changes to the physical place.

“Park Once” Mixed-Use Environments

The fatal parking problem of suburban development is that it must provide multiple parking spaces for every car, at each different place: a space where you work, a space where you shop, a space where you worship, a space where you play, and a space where you sleep. Cities can better manage the parking issue by creating an environment where you can park your car in one spot and comfortably walk to multiple activities: where you work, shop, play, and where you sleep. For every one of those basic activities that can be combined in a “park once” environment, a parking space is effectively created—or ‘freed up’ to be used by someone else.

The Public Realm and Building Frontages

The spaces that people experience as they move through the city—typically the public streets and sidewalks (from building face to building face) and parks and squares, rather than private (building lot or home yard). The best public realm is a defined space with a sense of enclosure provided by building fronts or street trees. The public realm of a city is central to its quality of life—as well as its economy. Building frontages—where the building meets the street—are a key element of the character of the individual streets. The public realm creates the overall “sense of place” while allowing a great deal of variety within the urban framework.

Missing Middle Housing

Missing Middle refers to that in-between scale of building that seems to have been forgotten—from duplexes to rowhouses to small apartment buildings—and that can be comfortably integrated into traditional urban neighborhoods. Smart development regulations (zoning) can facilitate and enable a return of those kinds of neighborhood infill housing options. (*Missing Middle building forms are further described on pages 32-33.*)

A vision plan includes both urban design and policy ideas. Translating the analysis and community aspirations from the Virtual Design Charrette into implementable actions is one piece of a vision plan framework. Not only are these concepts embedded within the overall *Imagine College Hill Plan* recommendations, this page identifies specific steps for realizing each "Big Idea" in the physical vision plan for College Hill.

1. Big Idea: Stabilize and enhance neighborhoods

Implementation Steps

- Establish zoning for new development that fits the scale and character of the place
- Expand the rental-to-single-family-owner conversion incentive program to permit more conversions each year and/or allow funds to be used for additional changes such as interior improvements
- Explore ways to increase both the percentage of owner-occupied units and rental units affordable and attractive to a diversity of households
- Continue the rental permit program and code enforcement efforts

2. Big Idea: Concentrate and intensify student housing near campus

Implementation Steps

- Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus and the local businesses (*see p. 35*)
- Maintain regulations prohibiting the conversion of single-family houses into apartments outside of designated areas
- Adjust parking requirements to ensure College Hill is "the place" where students can live without a car
- Revise parking requirements to enable and encourage less expensive (market-rate) housing
- Work with UNI to promote car-free living for students



Image courtesy of the Cedar Falls Historical Society

3. Big Idea: (Re)Connect Upper and Lower Hill

Implementation Steps

- Encourage the redevelopment of underutilized parcels with clear development regulations
- Increase walkability through improved sidewalks and traffic calming along College Street (and throughout the district)
- Increase retail and dining opportunities by encouraging mixed-use development

4. Big Idea: Treat natural areas as amenities (add and maintain street trees)

Implementation Steps

- Redesign the Dry Run Creek flood control infrastructure to serve as public green space and bike/ped connection
- Add or replace street trees to “green” College Hill core and neighborhoods, help define the pedestrian realm and calm traffic.

5. Big Idea: Manage parking better

Implementation Steps

- Exploring opportunities for off-site residential parking
- Reduce residential parking requirements next to the university and core College Hill character areas
- Stop subsidizing low-cost parking for university students and staff (by coordinating parking fees with UNI and considering a fee-based residential permit system for long-term on-street parking, if needed)
- Enable the environment for College Hill to serve as a car-free neighborhood (for people who choose that lifestyle) by decoupling parking from some rental units
- Create a “park once” environment by improving walkability

6. Big Idea: Improve walkability

Implementation Steps

- Improve (and widen when possible) sidewalks in the high pedestrian traffic areas of the study area
- Improve pedestrian crossings, particularly in high foot-traffic areas close to campus and the heart of College Hill
- Reconfigure College Hill streets to be good city streets, not thoroughfares. Right-size the automobile travel lanes and add bump-outs at key intersections to decrease pedestrian crossing distances, lower traffic speeds, and increase pedestrian comfort
- Fill in gaps in the sidewalk network where they exist
- Maintain and improve connectivity: preserve small block size and the street and alley pattern

7. Big Idea: Make biking easier

Implementation Steps

- Provide a combination of bicycle lanes and sharrows in key locations as district streets are rebuilt
- Increase publicly available bicycle parking on College Hill (and increase visibility of what does exist)
- Improve wayfinding to direct bicycle traffic to Downtown and the trails
- Infill gaps in bicycle infrastructure to create a true bicycle network

8. Big Idea: Increase retail and dining options

Implementation Steps

- Continue supporting the College Hill Partnership—economically and politically
- Incentivize increased housing near campus to create more neighborhood support for retail and business options
- Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)
- Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

Often discussed by citizens during the charrette week, Missing Middle refers to the in-between scale of buildings that current developers (and municipalities) seem to have forgotten. Once common, these buildings are more intense than single-family detached houses, but much smaller than an apartment complex or high-rise. They complement traditional neighborhoods, and can help transition from the more intense College Hill core area to single-family detached houses. Missing Middle forms can provide new housing choices lacking in the marketplace today, often at a more affordable rate. They can also be designed and built in a context-sensitive form and scale.

Missing Middle housing can take many forms. Here is a sample of that variety—including some that exist in Cedar Falls today. Note that *context is important* and not all of these examples will be appropriate in every part of the study area.

Twins (duplexes)

A simple variation that can fit onto existing lots in single-family detached neighborhoods. They often appear to be single-family houses, comparable in size to those nearby. They may be configured with units side-by-side or over-under. The near-right building is a side-by-side configuration and is in the study area.



Small Apartments (small)

At the lower end of the range of scales, these can be almost unnoticed in the midst of a single-family detached neighborhood. They typically have small front, back, and side yards, similar to the surrounding context, and are more commonly found on corner lots.



Small Apartments (medium)

Typically found on corner lots or larger streets and avenues, these may have small front, back, and side yards; or be located at the back of the sidewalk, depending on the surrounding context.



Rowhouses

Rowhouses are attached single-family houses. Typically two- to four-stories tall, they may be configured with stoops or porches. Whether platted on narrow fee-simple lots or a single parcel, each rowhouse has direct street access and a rear private space. Parking is off the alley.



Cottage Courts

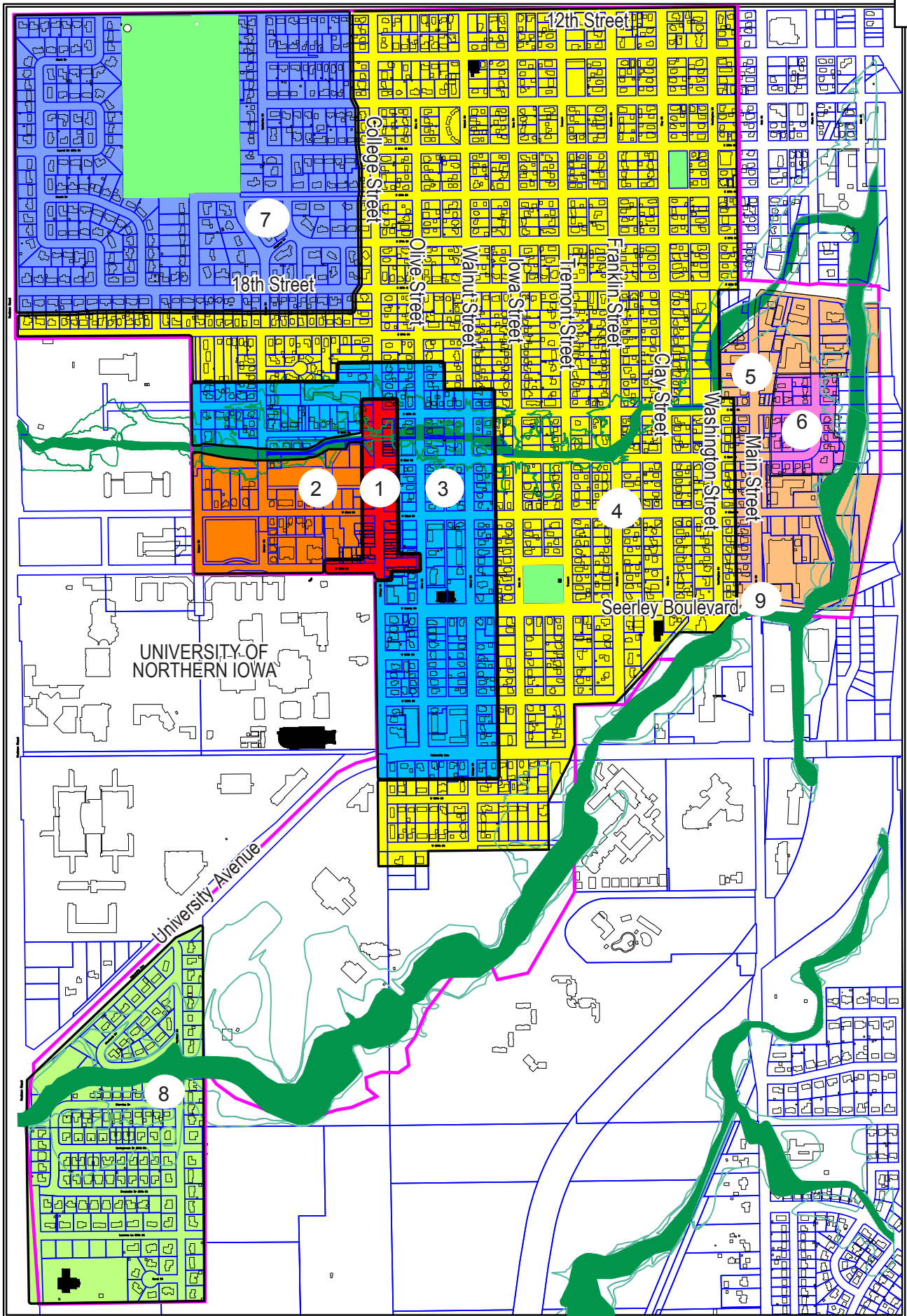
Small detached structures around a central green space, cottage courts can provide the feel of a detached home at a smaller scale. They may require oversize or atypical lots to fit within a neighborhood context.



Accessory Dwelling Units

Apartments that are part of an owner-occupied property and can be configured over a garage, as a basement unit, or as a standalone structure. Although not currently permitted in Cedar Falls, ADUs can provide affordable housing, as well as financial assistance to the homeowner.





The College Hill study area is comprised of several sub-areas, all different in physical character, intensity, scale, and context. Based on the site analysis, market conditions, and community and stakeholder input, the team identified the following Character Areas.

In planning for future growth, these Character Areas provide a framework of intent for the scale of growth and change that is desired. To what degree should each area be maintained, evolve, or be transformed? The *Imagine College Hill Plan* begins to answer that question.

1. Heart of College Hill: College Street between 20th and 23rd Streets (and the adjacent half-block of each cross street)—the traditional College Hill business district. Under the *Imagine College Hill Plan*, the walkability of this area will be enhanced by: filling the gap between the Lower and Upper Hill with infill shopfront buildings, more usable public open spaces, and additional mixed-use opportunities. As streets are reconstructed in the future, this high pedestrian traffic area will have wider sidewalks, more street trees, improved pedestrian street crossings, and right-sized automobile lanes to enhance the walkability of the area.

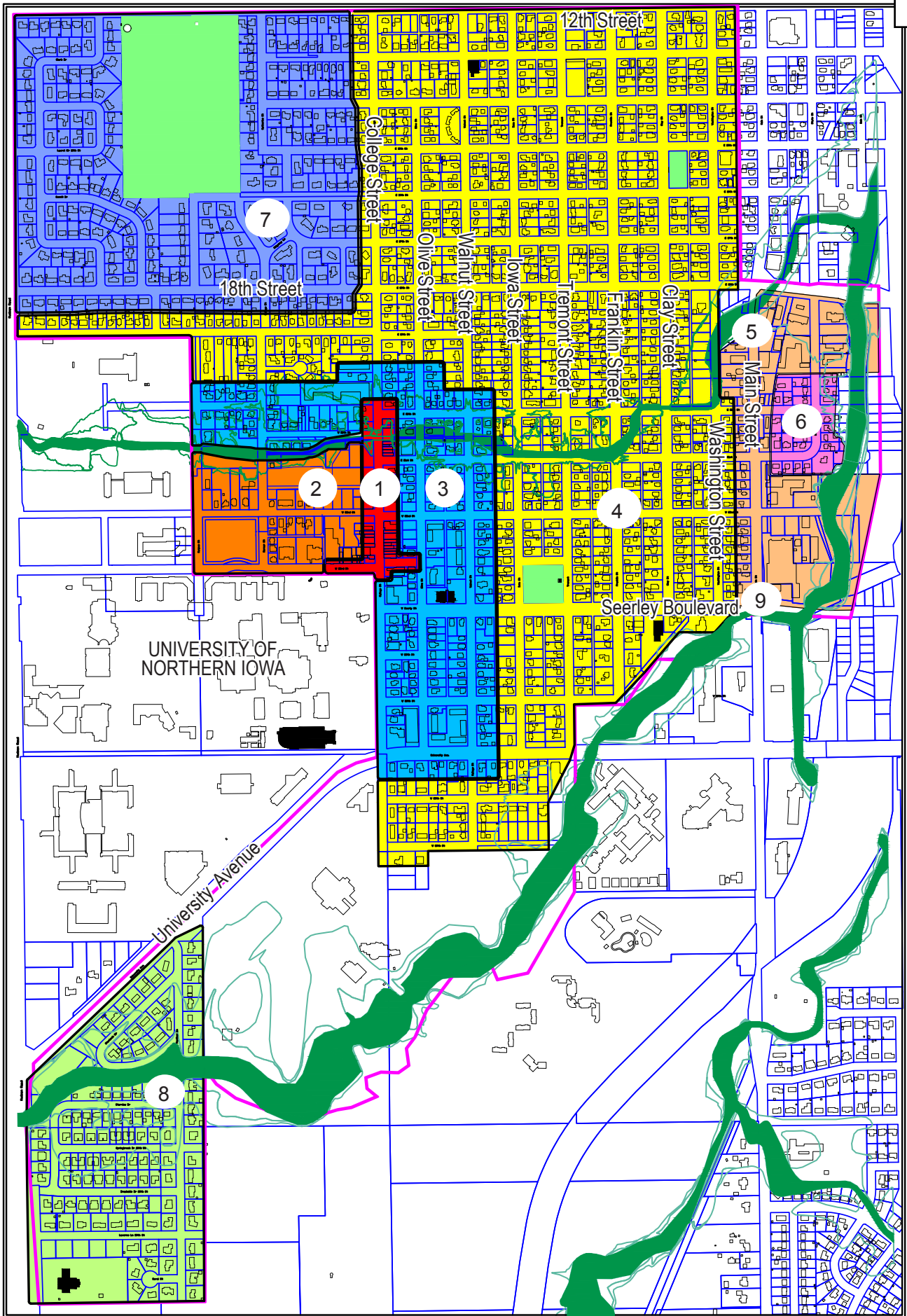
2. General College Hill: Under the *Imagine College Hill Plan*, the area close to UNI between 20th and 23rd Streets and to the west of College Street will allow for growth with more intense buildings—street-oriented, multi-story (maximum 4 to 5 stories), and aligned along the back of the sidewalk or a small dooryard, depending on location. The new buildings would be primarily residential—but will permit a mix of uses (however, new retail will not be encouraged). During the charrette, there were some advocates for larger buildings (above 5 stories) in this area as opportunities for more intense student housing in proximity to campus and the nearby University residential towers. However, given the (slow) growth rate of Cedar Falls overall and anticipated enrollments at UNI, taller buildings may not be economically viable and could result in a net loss for the area, including:

- Requiring more expensive construction types, thereby decreasing the affordability of the new units;
- Absorbing the demand for new growth on one or two sites, leaving other development sites to languish for a longer period of time;
- Increasing the costs to provide adequate parking (either in land area or in construction costs for structured parking);
- Creating an incentive for a developer to “cannibalize” another potential development site to provide the needed parking, creating an unfriendly pedestrian environment at the other site.

In general, it would be more economically beneficial to spread new development more broadly across this area of College Hill rather than concentrating it on one or two individual sites.

3. University Neighborhood: This is the close-in, primarily residential area immediately north of Dry Run Creek on the west side of College Street, and along Olive and Walnut streets, from 20th Street to University Avenue, on the east side. It currently includes a range of building forms, including medium to large apartment buildings as well as detached houses. This area serves as a transition from the business district and the University to the more single-family detached Seerley and Clay Street Park Neighborhoods. Under the *Imagine College Hill Plan*, new structures should be Missing Middle types; limited in scale with no more than four stories in height and 120 feet in frontage (façade length along the sidewalk). The buildings will be aligned, either along the back of the sidewalk or with small dooryards. Height and placement at the rear lot lines will also be limited, especially when adjacent to single-family houses in the neighborhood.

4. Seerley Park and Clay Street Park Neighborhoods: Residential neighborhoods of primarily single-family detached houses and duplexes, including numerous rentals. Careful incremental infill should be allowed—both more single-family and two-family detached houses at a scale that is sensitive to the existing houses, as well as accessory dwelling units (ADUs). Under the *Imagine College Hill Plan*, this area will be stabilized and enhanced. New structures will be no more than two-and-a-half stories in height and 60 feet in frontage (facade length along the sidewalk) with additional design, architectural and form standards to break down the building massing and require front yards that are consistent with the neighbors. Limiting the intensity allowed for new development will discourage the redevelopment of existing, viable, buildings. The development of vacant lots or derelict properties will be encouraged, but at a scale that doesn’t stray far from that of the existing context. Policies and regulations will focus on leveling the playing field and creating a better balance between student renters, other renter households, and owner-occupied housing.



5. Main Street Corridor (18th Street to Seerley Boulevard): This portion of Main Street has a mix of detached houses, apartments, small commercial buildings, and semi-industrial uses. It appears and feels physically separate from the rest of the College Hill study area. The properties near 18th Street and near Seerley Boulevard are currently in a primarily highway-commercial form, and underdeveloped. Residents and business/property owners provided minimal input about the area during the *Imagine College Hill* visioning process (likely due to that physical separation). This area has the potential to redevelop under this plan as a mixed-use, walkable corridor with improved sidewalks and street trees; more intense, Missing Middle housing; and continuing heavy commercial uses.

6. East of Main Neighborhood: A pocket of single-family detached houses and duplexes, including numerous rentals, is tucked between Main Street and the Cedar River Trail. Under the *Imagine College Hill Plan*, this area will remain residential, with the potential to accommodate Missing Middle housing forms at a range of prices, attractive to a variety of households.

7. Fairview Neighborhood: Located in the northwest corner of the study area, this neighborhood is predominantly detached houses from both pre- and post-World War II. It is currently the most stable (has the highest percentage of owner-occupancy) in the College Hill study area. It is anticipated the neighborhood will remain much as it is today, with any infill being respectful of the surrounding homes.

8. Southwest Neighborhood: This area was developed more recently than the rest of College Hill. It is more auto-oriented, with a cul-de-sac, no alleys, and many front-loaded garages. Because there are few (if any) vacant lots and the houses are generally of a more recent vintage, and much of the area is constrained by the floodplain, near-term redevelopment is unlikely. However, due to the quality of construction (common in houses of this vintage) and high percentage of rental properties, this area could be transformed over the very long term if there is increased demand for a different type of housing within walking distance of UNI. Under the *Imagine College Hill Plan*, opportunities to improve pedestrian and bicycle connections across University Avenue should be explored.

9. College Hill Gateway Seerley Boulevard at Main Street: This gateway intersection provides access to College Hill for both drivers and bicyclists; however, the roadway configuration and development pattern leaves much to be desired. New development standards should encourage or require any new building to better define the street edge and public realm, creating an improved pedestrian environment and “sense of place” rather than the current highway strip commercial pattern. Two- to three-story buildings and a wide range of uses could be accommodated in this location, including a more urban version of the existing gas station in a “gas backward” form, as this plan illustrates.

The following pages provide general parameters about specific building forms and street frontages for redevelopment in the study area. They describe the desired character of new buildings, their scale and placement on the lot, and details about the relationship to the street, including the range of variation in different character areas.

General College Hill Frontages

Item 33.



Maximum Building Height:
4-5 stories*

Facade Transparency:
Ground floor 33-80%;
Upper floors 20-70%

First Finished Floor Elevation:
Minimum 0-3 feet, depending on use
(residences at the street must be elevated)

Permitted Projections:
Awnings, bay windows, shopfronts,
balconies, and signs

Ground Floor Ceiling Height:
Minimum 9-14 feet clear, depending on
use and location

Frontage Build-Out:
Minimum 65-75%*

Permitted Uses:
Ground Floor: Retail*, Restaurant,
Office, Residential
Upper Stories: Office, Residential

Minimum Private Open Area: 15%
of buildable area, at or above grade

Sidewalk: 6-8 feet (plus tree planting
strip with pervious paving)

**varying with specific location and
adjacencies*



This is the basic American “in town” street frontage, once typical in town and neighborhood centers 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 will produce new street-oriented buildings. Required throughout the General College Hill character area, these buildings can accommodate a range of uses, including office or residential buildings, and/or mixed-use buildings, and allowing retail shopfronts in limited locations, with service access and parking lots in the block interior, accessed from the alley. Specific use and scale parameters will vary by location. Where adjacent to single-family residential areas, special setbacks and height restrictions will apply, to protect the existing neighborhoods.

College Hill Storefront Frontage

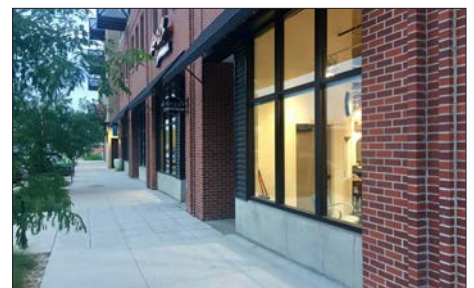
Item 33.



The Storefront is the quintessential neighborhood “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 General College Hill frontage, but with large display windows across the ground floor facade and frequent entrances along the street.

This frontage will be required in the Heart of College Hill Area and permitted in some limited portions of the General College Hill and Main Street Corridor Character Areas.

*Imagine College Hill! Planning and Zoning Commission Recommended DRAFT
March 2021*



Maximum Building Height:
4 to 5 stories*

Facade Transparency:
Ground floor 50-90%;
Upper floors 20-70%

First Finished Floor Elevation:
At grade

Permitted Projections:
Awnings, covered entrances, bay windows, shopfronts, balconies, and signs

Ground Floor Ceiling Height:
Minimum 14 feet clear

Frontage Build-Out:
Minimum 85%

Permitted Uses:
Ground Floor: Retail, Restaurant
Upper Stories: Office, Residential

Minimum Private Open Area:
10% of buildable area, at or above grade

Sidewalk: 8-10 feet (plus tree planting strip with pervious paving)

**varying with specific location and agencies*



- Maximum Building Height:**
2.5 to 4 stories* excluding basements
 - Facade Transparency:** 30-70%
 - First Finished Floor Elevation:**
Minimum 3 feet, maximum 6 feet above sidewalk
 - Permitted Projections:**
Bay windows, balconies, porches, and stoops
 - Ceiling Height:** Minimum 9 feet clear
 - Frontage Build-Out:**
Minimum 50 to 75%*
 - Continuous Facade Length:**
Maximum 75 to 120 feet*
 - Permitted Uses:**
Residential, Home Office
 - Minimum Private Open Area:**
15% of buildable area, at grade
 - Sidewalk:**
5-6 feet (plus tree planting strip)
- *varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The University Neighborhood frontages will fit comfortably within the existing context, with a range of residential forms, from detached houses up to the larger Missing Middle types. These frontages provide a physical transition between the more intense General College Hill and Storefront frontages and the surrounding, less intense Traditional Neighborhood frontages. It will allow some intensification of the UNI-adjacent neighborhoods.

These frontages generally have rear yards and parking accessed from an alley. The alignment of new building facades to the street and sidewalk will work with the existing context—the buildings may be placed close to the sidewalk with stoops, or further back with courtyards or front porches and small dooryard gardens.



Maximum Building Height:
2.5 to 3 stories* excluding basements

Facade Transparency: 30-70%

First Finished Floor Elevation:
Minimum 3 feet, maximum 6 feet above sidewalk

Permitted Projections:
Porches, bay windows and balconies

Ceiling Height:
Minimum 9 feet clear

Frontage Build-Out:
Minimum 50%

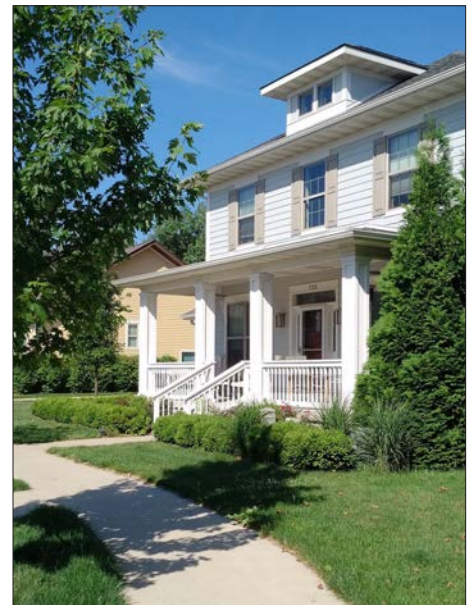
Continuous Facade Length:
Maximum 56 feet (non-corner lots)

Permitted Uses:
Residential, Home Office

Minimum Private Open Area:
20% of buildable area, at grade

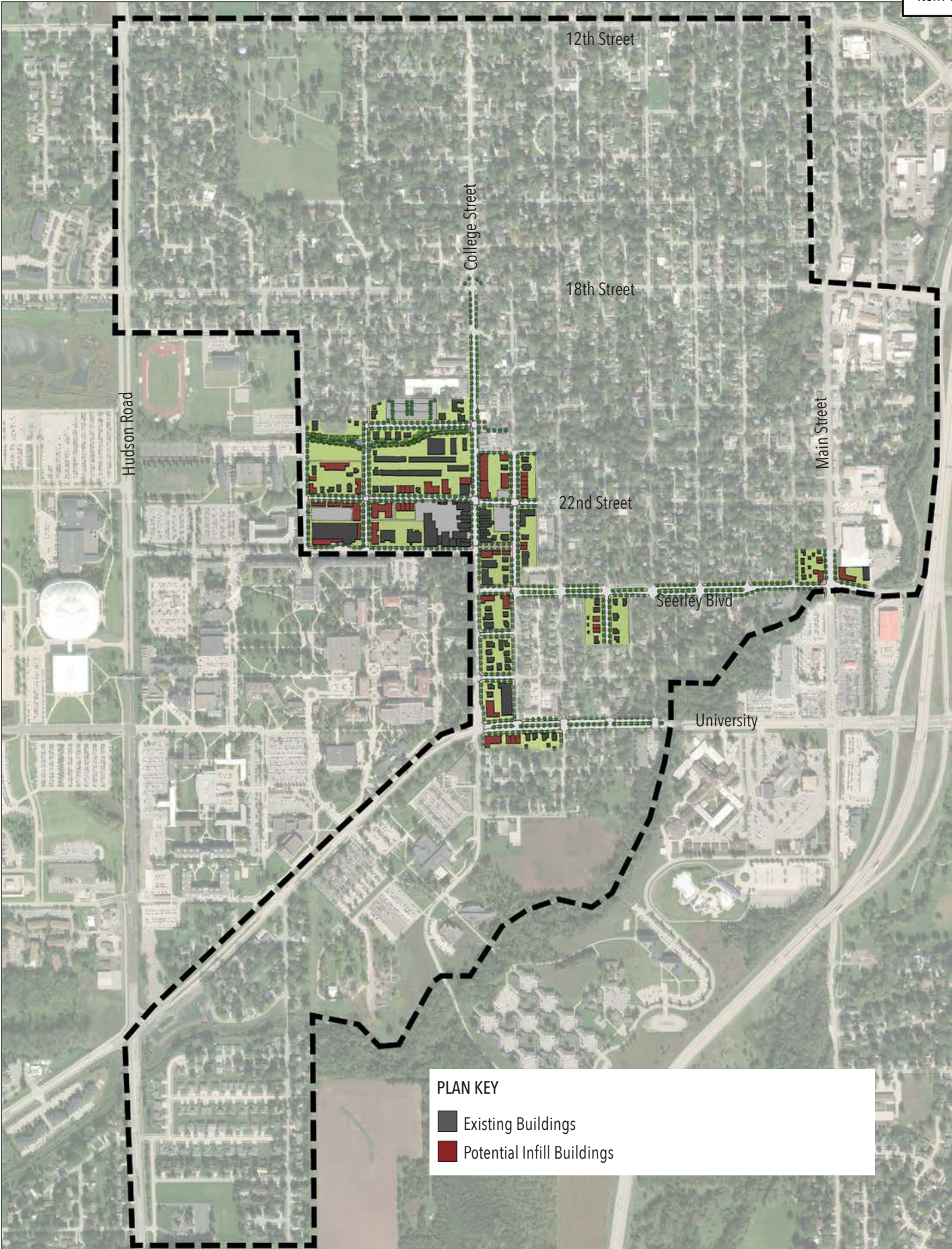
Sidewalk:
4-6 feet (plus tree planting strip)

**varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The character and intensity of the Traditional Neighborhood frontage varies but is generally moderate, linked to the individual Neighborhood Character Areas. It is typically a detached structure—configured as either single or duplex buildings, with accessory dwelling units (ADUs) accommodated.

Any infill redevelopment should reflect the surrounding neighborhood context, both in scale and location on the lot. These frontages typically have front yards and often generous porches, with rear parking, accessed from an alley. The alignment of new building facades will be closely tailored to work with the existing houses along the block frontage.



The Vision

The Imagine College Hill Plan includes an illustrative master plan (at left and following page), showing prototypical redevelopment scenarios throughout the core/heart, incremental infill of neighborhood sites, and re-imagined College Hill streets. It is aspirational and provides a framework for future investment, growth and development. The focus is on the overall urban form and character of College Hill and adjacent neighborhoods rather than the design of individual buildings.

This is a vision document, and it explores various “what if…” scenarios. It is built upon the public input from the hands-on session and further informed by the design team’s analysis. It illustrates urban design solutions within the Cedar Falls context that translate the “big ideas” from the citizens’ work into physical form.

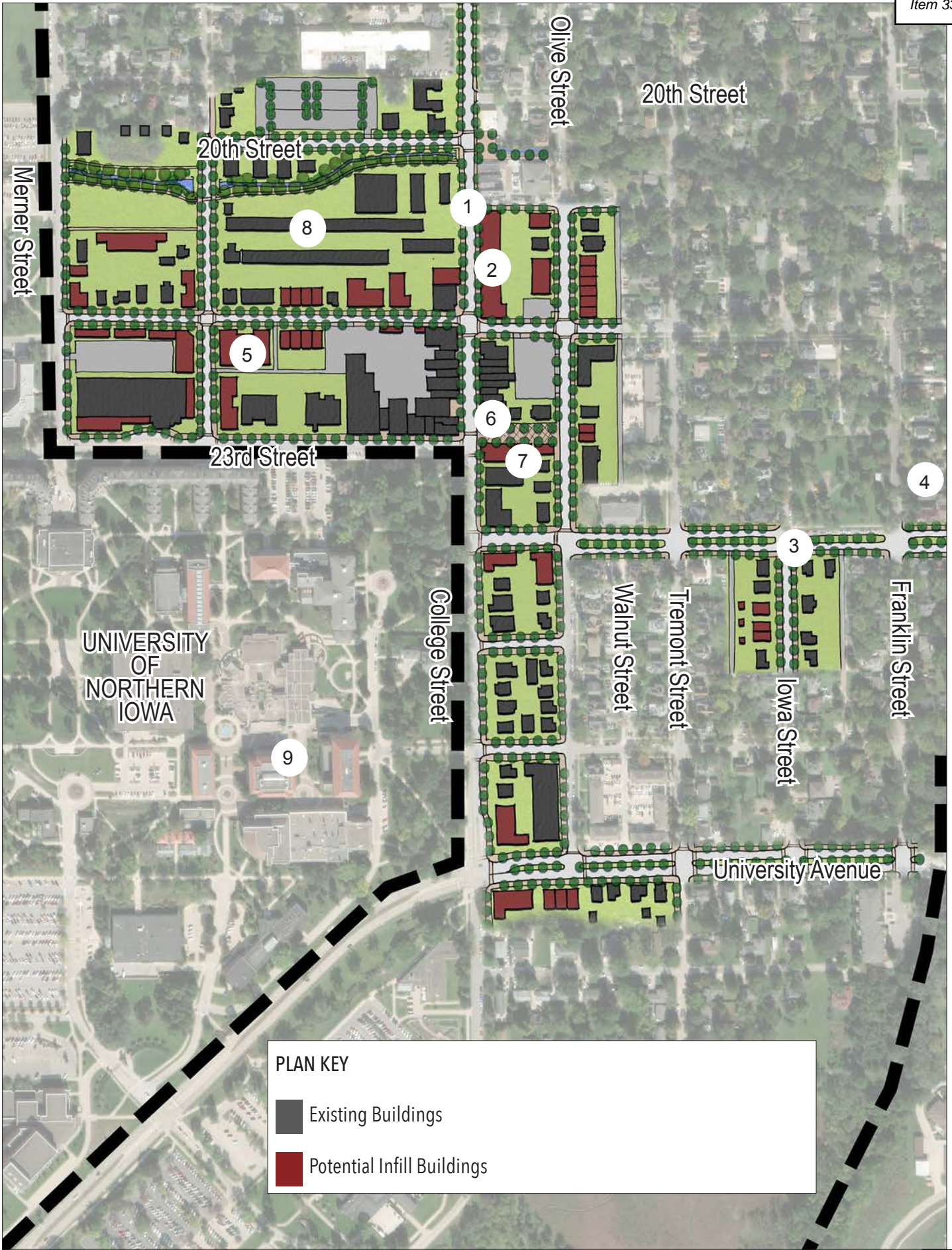
The illustrative master plan shows one way in which redevelopment might occur in the core of the College Hill study area—a possible future build out of the area, assuming most underutilized parcels are redeveloped. It includes the expectation that most of the nearby neighborhoods will remain much as they are today, with emphasis on maintenance and stability and small scale infill respectful of the existing context. The plan assumes no time line, as the market generally determines the pace of growth and investment. It suggests where mixed-use (residential with commercial) makes sense, as well as areas that should be primarily residential.

Charrette participants described a district where a limited variety of activities is currently possible, including living, working, and (primarily student) entertainment, all within close proximity. However, they expressed a desire for more—for broader shopping and dining options and better access to daily needs such as groceries and other activities. The district should be a place in which pedestrians and cyclists are safe, comfortable, and common. Bicycling and walking should be viable transportation options across College Hill and surrounding neighborhoods. This plan focuses on the urban design or overall form of the district. The buildings shown illustrate scale and character—there are multiple building designs that would fulfill the vision plan intent.

The economy and public infrastructure will play significant roles. How do you change the character of the public realm to make it more pedestrian friendly? What will it take to increase the number of residents needed to support a broader variety of retail and promote economic development? What will it take to encourage reinvestment in properties that have been allowed to deteriorate over time? Where are there opportunities for new public space? How do you improve the pedestrian and bicycle connections between College Hill, adjoining neighborhoods, the trail system, and Downtown? What needs to happen first? The pages that follow provide guidance and direction.

College Hill Vision Plan Design Principles

1. Buildings are aligned and oriented to the Street: buildings and street trees provide a sense of enclosure, framing and defining the Public Realm (or Street-Space).
2. Buildings oversee the Street-Space with windows, doors, porches, and balconies: these “eyes on the street” contribute to safe and vital public spaces.
3. Buildings in the core occupy block corners (reducing the perceived pedestrian crossing gap and maintaining the Street-Space)
4. Buildings are designed for the city environment: buildings aren’t simply pushed closer together (that is sub-urban development) but are designed for the urban setting. Views are directed to the street and rear yard/garden, not into the neighbor’s property.
5. Vehicle parking, garbage, and mechanical equipment, should be kept away from the Street-Space.
6. Reconnect or expand the street grid with a small block pattern whenever possible—always preserve existing streets and alleys.



The pages that follow illustrate several “what if” redevelopment scenarios to further explore what is shown in the Illustrative Plan (at left) in specific locations, at the scale of both buildings and streetscapes. For any of these scenarios there are several different building design possibilities, both in configuration and architectural style. The images are intended to provide a sense of an appropriate scale, massing, and siting.

- 1. Visualizing Change: Reconnecting Upper and Lower Hill**
- 2. Prototypical Project: Mixed-Use Buildings along College Street**
- 3. Prototypical Sites: Neighborhood Stability through Infill**
- 4. Visualizing Change: A Gateway to College Hill** (Seerley Boulevard & Main Street)
- 5. Prototypical Sites: Intensifying Housing along 22nd & Merner Streets**
- 6. Visualizing Change: A New Plaza at 23rd & College Streets**
- 7. Prototypical Project: Mixed-Use along 23rd Street**
- 8. Prototypical Project: Re-Imagining Hidden Valley**

1. Visualizing Change: Reconnecting Upper and Lower Hill

Item 33.

College Street within the Imagine College Hill Plan study has been rebuilt over the past ten to fifteen years. This is a long term visualization—and the increments of redevelopment illustrated may occur in a different sequence, dependent on potential zoning updates, market conditions, and future investment decisions by both the private and public sectors.



Existing Condition

Looking north up College Street, away from the University, toward the Lower Hill. Although the existing businesses are viable, this is a stark pedestrian environment. It is hard to imagine walking from this location at 22nd and College Streets one block to 21st Street, much less all the way to Pettersen Plaza and the businesses near 19th Street. The trip would require walking past several “missing teeth” created by vacant lots, surface parking, a gas station, and buildings setback from the street. The sidewalks from the University to 18th Street are irregular; they are interrupted by numerous driveway curb cuts, in addition to the street intersections, and have limited shade.



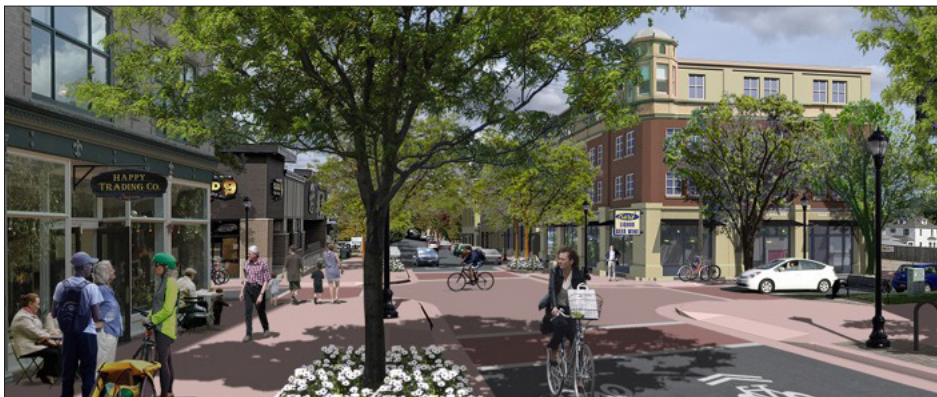
New Public Infrastructure

Public investment in infrastructure begins to re-shape the environment. The second image includes wider sidewalks with fewer curb cut interruptions, pedestrian-scale street lighting, proper planting areas for street trees, and narrower travel lane widths with bulb-outs, decreasing the pedestrian crossing distances. The public realm is improved for both pedestrians and automobile drivers.



A Sense of Place

The third and fourth images illustrate increased private sector investment. Underutilized sites are redeveloped with street-oriented, multi-story mixed-use buildings. The street is more welcoming for pedestrians and cyclists. Residents and office workers support a broader range of shopping and dining opportunities along the length of College Street, which in turn brings more potential customers—students and townspeople alike.





The College Hill Vision in Full

In this view, all four corners of the intersection are developed, fully defining the street edges and providing a sense of enclosure, creating an outdoor room where there was none before. Pedestrian crossing distances are shortened. The street is multi-modal, with pedestrians, cyclists, and vehicular traffic sharing the space.

With the addition of viable street trees, improved sidewalks, bicycle facilities, and active building frontages, College Street is reclaimed as a “people place” and one can imagine walking from the gates of the University to the Lower Hill.

A comfortable and inviting public realm provides an excellent place for working, shopping, dining...*and living*. This is a street that is “good for business” and inviting to UNI prospective students—an incentive for even more private sector investment.

2. Prototypical Project: Mixed-Use Buildings along College

Item 33.



Existing conditions—College Street at 22nd Street, view to northeast



Existing conditions -- College Street between 21st and 22nd Streets, view to southeast



Mixed-use buildings with active street frontage—improving the pedestrian realm and reconnecting Upper and Lower Hill

Vision: Mixed-use Buildings
(to define the pedestrian realm and help reconnect the Upper and Lower Hill)

This prototypical redevelopment involves multiple parcels along College Street. It could be completed all at once, with separate owners working together; or over time, with owners redeveloping independently of one another.

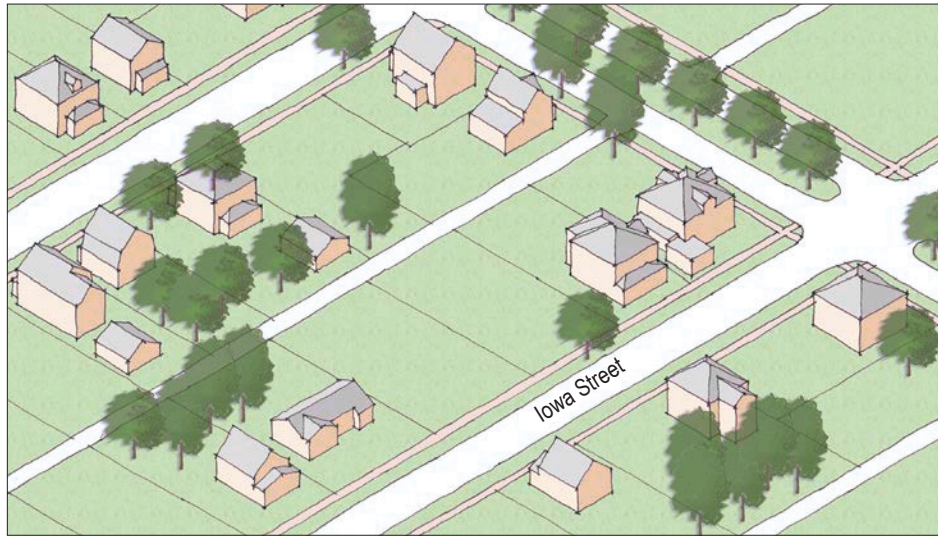
The buildings would include active ground floor space fronting the sidewalk on College Street (accommodating the existing business operating in this location). Parking is behind and under the building. A drive-through facility could be maintained, if designed carefully and located away from the corner of 22nd and College Streets.

Although upper story uses could be flexible, the current market would likely demand/prefer residences, which would provide needed foot-traffic along College Street to support shops and restaurants throughout College Hill.

As illustrated, the ground floors could include retail storefronts as well as support functions (such as lobbies, mail rooms, and management office) for the residential units above. The smaller building at 22nd and College would include 18 two-bedroom, 1000-square foot units on the upper levels; the larger building at 21st and College would include 33 two-bedroom units of the same size. These site layouts could accommodate 40 surface and covered parking spaces under the back of the building on the northern lot and 19 surface spaces on the rear of the southern lot (which would provide an on-site ratio of .5 spaces per bedroom.)

3. Prototypical Sites: Neighborhood Stability through I

Item 33.



Existing Condition

Two adjacent, vacant mid-block parcels with rear alley. They are of typical size for most of the older College Hill study area neighborhoods.



Context-Sensitive Infill

Vacant lots developed with a single-family house and a duplex, oriented to the street with front porches, similar in scale to the surrounding homes. Small structures at the back of each lot are detached garages accessed from the alley with potential for ADUs above.

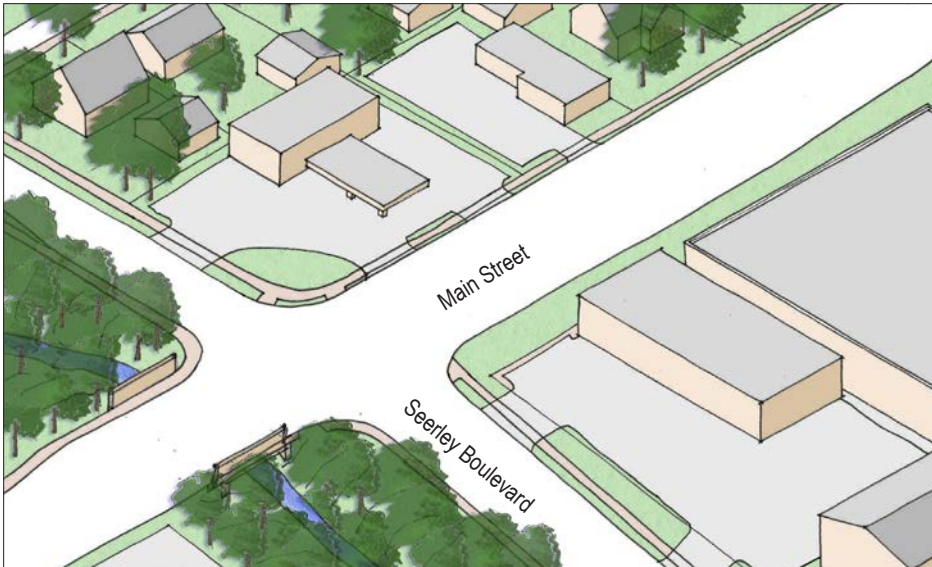
Vision:

The neighborhoods surrounding the heart of College Hill are some of the oldest and most dense in Cedar Falls. The house styles span most of the 20th century; however, until the most recent decades, the overall form and massing was consistent. They were street-oriented, commonly with small front yards and front porches, and rear-loaded garages accessed from alleys. There have always been boarding houses close to the university, but their scale and character were compatible with the surrounding neighborhoods.

There are a few empty parcels remaining in the neighborhoods adjacent to College Hill, as well as a few houses that have reached a level of disrepair that complete redevelopment of the lots may be warranted. In these areas, particularly further from the campus, new housing (whether detached single-family homes or smaller-scaled missing middle forms) should be designed in a context-sensitive manner. Where alleys exist, rear-loaded garages should be required, eliminating curb cuts and reducing conflict points between vehicles and pedestrians. This site configuration improves neighborhood walkability. The pedestrian realm is defined by houses, front yards, and sidewalks, rather than driveways and garages.

4. Visualizing Change: A Gateway to College Hill

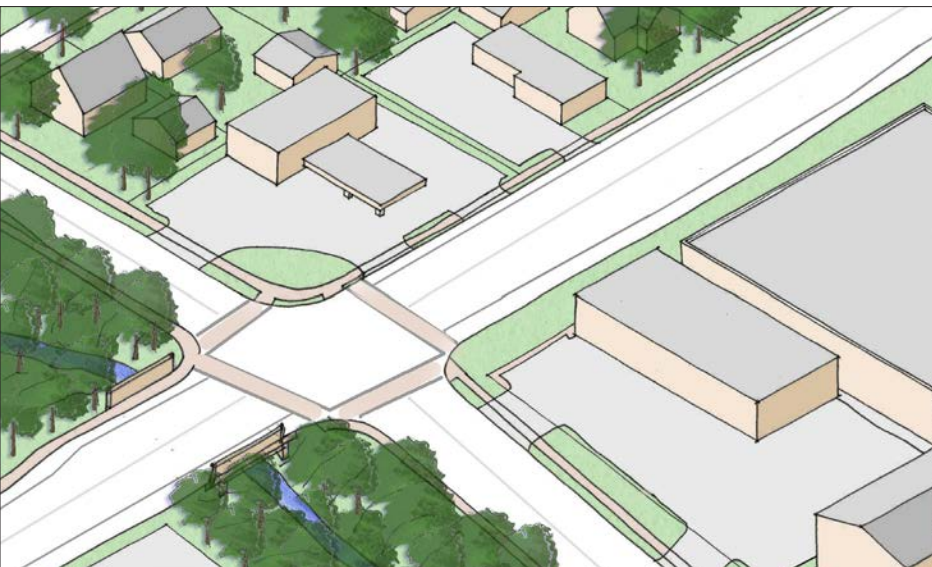
Item 33.



Existing condition: view to the northwest

Existing Conditions:

The intersection of Main Street and Seerley Boulevard was identified by charrette participants as one of the gateways to College Hill (and UNI) from Downtown and the river trail. In its current form, it leaves much to be desired. The buildings on the corner parcels do not address the street or define the public realm. Rather than creating a sense of entry to the neighborhood, the area appears to be a location that drivers simply pass through on their way to somewhere else. Most other commercial buildings along the Main Street corridor are auto-oriented as well. The existing crossing marks are worn and difficult to see.



Improved crossings for pedestrians and cyclists

Improved Pedestrian and Bicycle Connections:

Crosswalks should be repainted and pedestrian signals installed, providing drivers with a visual cue that this is a multi-modal area. Additional, long-term changes could include extending the recommended lane reconfigurations for Main Street in the *Imagine Downtown Plan*.



New "placemaking" gateway development

A New Gateway:

When the market supports redevelopment, new buildings should be street-oriented, of a scale to assist in defining the public realm of Main Street and create a "sense of arrival" at the intersection with Seerley Boulevard. Current uses could still be accommodated, such as the "gas-backwards" shown here on the northwest corner, with the building at the corner and pumps behind, shielded from adjacent homes by masonry garden walls. The driveway curb cuts are a safer distance from the intersection.

5. Prototypical Site: Intensify Housing at 22nd & Mer

Item 33.



Existing conditions: older houses converted into student apartments



Prototype 1: 22nd Street lots individually redeveloped as row houses or stacked flats



Prototype 2: When lots are consolidated, more intense redevelopment, such as medium-sized apartments, is possible



All: A mix of redevelopment types and intensities is possible, as above

One of the consistent ideas heard during the charrette was to intensify student housing closer to the University, particularly in those areas unlikely to convert back to single-family houses. This could be achieved through a couple of different approaches: “missing middle” house forms, redeveloped incrementally by individual owners, or with minimal lot consolidation; or alternatively, with greater lot consolidation, medium-sized apartment buildings, more similar in scale to the surrounding dormitories.

Prototype 1: Rowhouses or Stacked Flats.

Existing lots can each be individually redeveloped as three- to four-story buildings, facing the street with small front yards, and private backyards. Surface parking or detached garages accessed from the alley.



Prototype 2: Apartments.

Street-oriented residential buildings of a moderate scale, with a courtyard entrance or shared rear yard. Parking is accessed from the alley, in a combination of surface lots and “tuck under” spaces at grade in the building rear.

Building Height/Intensity and Parking

The prototype buildings shown here are of modest heights, illustrating typical building square footage that could also accommodate reasonable parking demand on-site without requiring a parking “ramp” above or below grade. As illustrated, these building heights and parcels can accommodate approximately 54 parking spaces on-site, or .75 spaces per bedroom, which is lower than current minimum parking standards. In order to intensify student housing, a new approach to providing and managing parking on College Hill will be necessary. (see p. 21). Building heights above 5 stories require a different and more expensive construction type as well as much more parking—often making taller structures cost prohibitive. (For more on required minimum parking ratios, see the Appendix.)

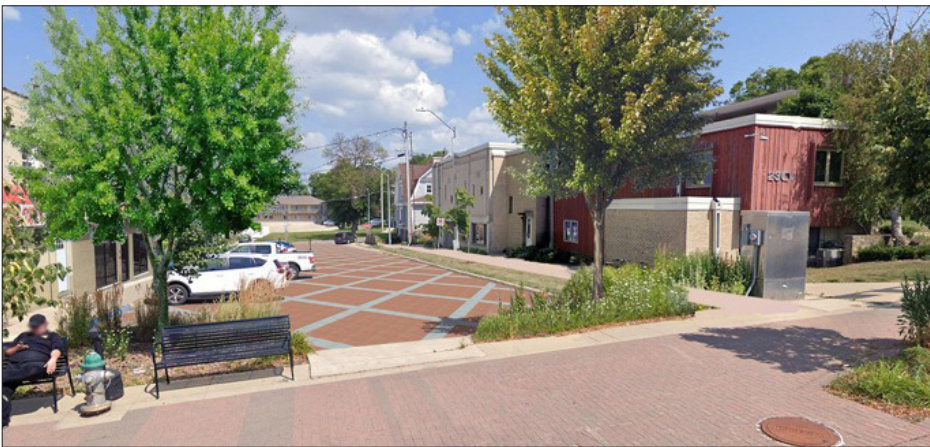
6. Visualizing Change: A New Plaza at College & 23rd

Item 33.



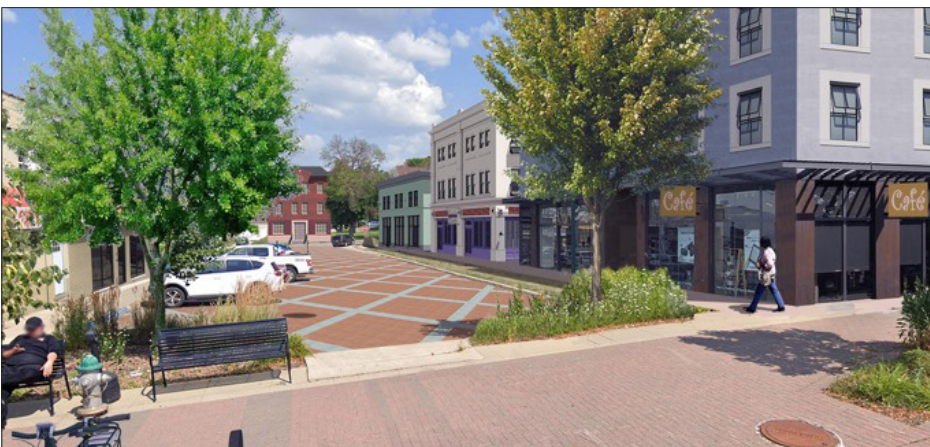
Existing Condition

View toward the east, looking down 23rd Street, from College Street to Olive Street. Since it is blocked off on the west end, with no vehicular access to College, this block of 23rd basically functions as a parking lot today. Located at the “front door” to the University of Northern Iowa, this area is a missed opportunity. The existing buildings on the south side of the block are in need of repair and contribute little to the public realm. The vista is terminated by a vacant lot.



Public Investment & Private Redevelopment

The next image shows the same block beginning to take on a new character, through street repaving or color treatment and sidewalk widening.



The bottom image illustrates the public and private sectors working together. Utilities have been buried under ground. Obsolete buildings have been replaced with new street-oriented, mixed-use buildings along 23rd Street. The eastern vista has been terminated by a new small apartment building, helping to provide a sense of enclosure, creating an “outdoor room.” Shopfront spaces help to activate the new flexible public plaza as 23rd Street begins to feel like a “people place.” This redevelopment could be undertaken separately by individual property owners, or all at once, through a coordinated effort.

Visualizing Change: A New Plaza at College & 23rd

Item 33.



Street Trees

Following building construction, the streetscape is completed, including the installation of pedestrian-scaled lighting. New street trees add shade in summer and help to provide human scale to the public realm year round, contributing to the pedestrian environment.



Full Vision:

Investments in the public realm and private property combine to create a great new flexible festival street or plaza. While 23rd Street continues to provide needed parking on a daily basis, it can also accommodate outdoor dining or easily be converted into a unique space for activities such as the farmers' market or other special events. The buildings could house a range of uses. In addition to ground floor retail, the upper stories could be university offices, a small boutique hotel, or residences. The location—in the Heart of College Hill, immediately across from the UNI gate, and a short walk from the transit hub parking ramp—is ideal for creating an inviting destination shared by town and gown alike.

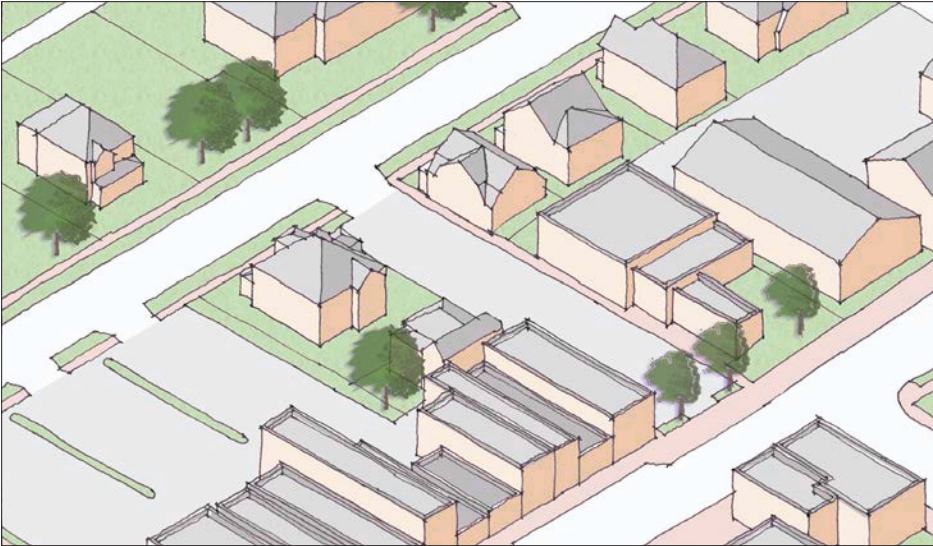
Creating the Plaza Space

In the near term, there are several possible techniques for creating the surface for a flexible plaza or festival street, to make it visually attractive while also durable and safe for vehicles and pedestrians alike. One option is through the use of a stencil and stain method to create a pattern on the street surface, as pictured at right.



7. Prototypical Project: Mixed-Use along 23rd Street

Item 33.



Existing Condition

View toward the southeast, looking from College Street to Olive Street. 23rd Street has been closed at College Street and therefore no longer carries through traffic, serving primarily as a parking lot. Located in a prime location in the core of College Hill across from the University of Northern Iowa, the buildings on the south side of 23rd are in need of repair and contribute little to the vitality of the street.



Redevelopment Scenario

In this option, the parcels on the south side of 23rd Street are redeveloped individually as separate mixed-use buildings with ground floor shopfront spaces. The upper floors could include residences, offices, or some other UNI facility. The street has been converted into a flexible plaza space, as described previously. A small apartment building has been constructed on the vacant lot on Olive Street at the east end of 23rd.

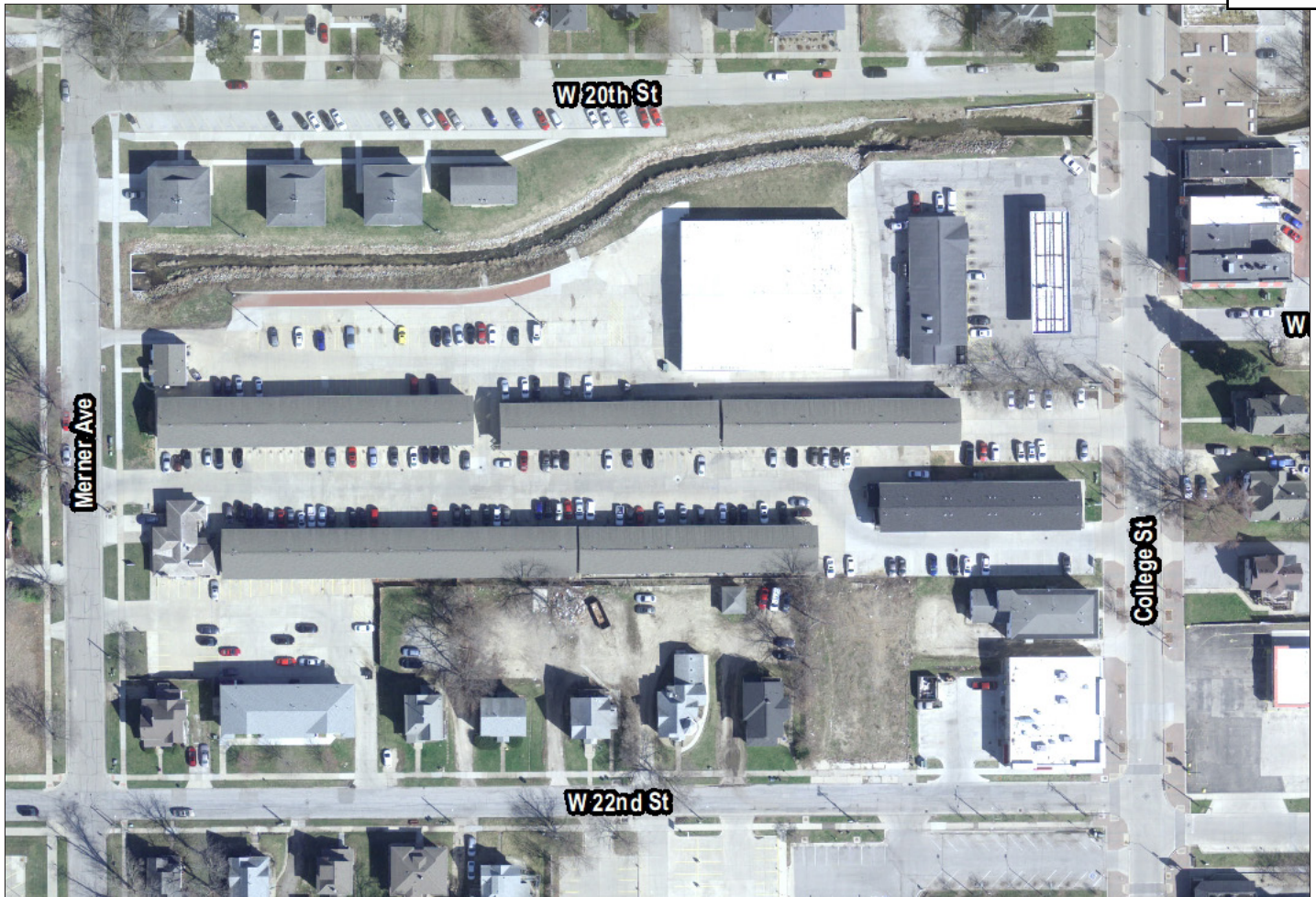


Alternative Scenario

In this option, the parcels on the south side of 23rd Street closer to College Street are redeveloped in combination, accommodating a building of a slightly larger scale and character. Street level spaces would still be configured for retail or restaurant uses, but the larger floor area on the upper stories could provide greater flexibility for a broader range of uses.

8. Prototype Project: Re-imagining Hidden Valley

Item 33.



Existing Condition: Built Environment

The block between 22nd, 20th, College and Merner Streets sits in the Heart of College Hill yet it is markedly different from the normal College Hill blocks that surround it. It is much larger, with a suburban arrangement of buildings and parking lots that do not support the *Imagine College Hill* vision of a vibrant, walkable neighborhood center.

Small blocks are a base condition for walkable places, yet this block has a 2,497-foot perimeter, while the typical College Hill block perimeters range from 993 to 1,400 feet. Although buildings along the 22nd Street side front the street in a normal manner, the rest of the block is an ad hoc arrangement of parking lots, suburban building types, and light industrial warehouses, with no clear fronts or backs. Reportedly more difficult to police than adjacent blocks, the land is underutilized, and the development pattern is anti-pedestrian. The buildings turn their backs (and parking lots) to the surrounding streets and to Dry Run Creek. The functions within the block—student housing and parking, a maintenance facility, a gas station and convenience store—are fine. It is the physical form and character that work against the vision for College Hill.

Fortunately there are positive steps that can be taken that will increase private property values, increase economic development, and improve the city tax base.



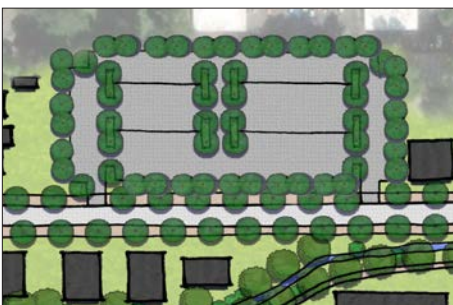
Re-imagining Hidden Valley (continued)



Dry Run Creek and the new reduced floodplain and floodway



Multi-use path and greenway along Dry Run Creek (above) and "green" parking lot (below)



Existing Condition: Floodplain

The Dry Run Creek floodplain and floodway have been reduced by the City's infrastructure improvements. Unfortunately, however, much of the land on 20th Street between Campus Drive and College Street remains in the reduced floodplain, with its development potential compromised.

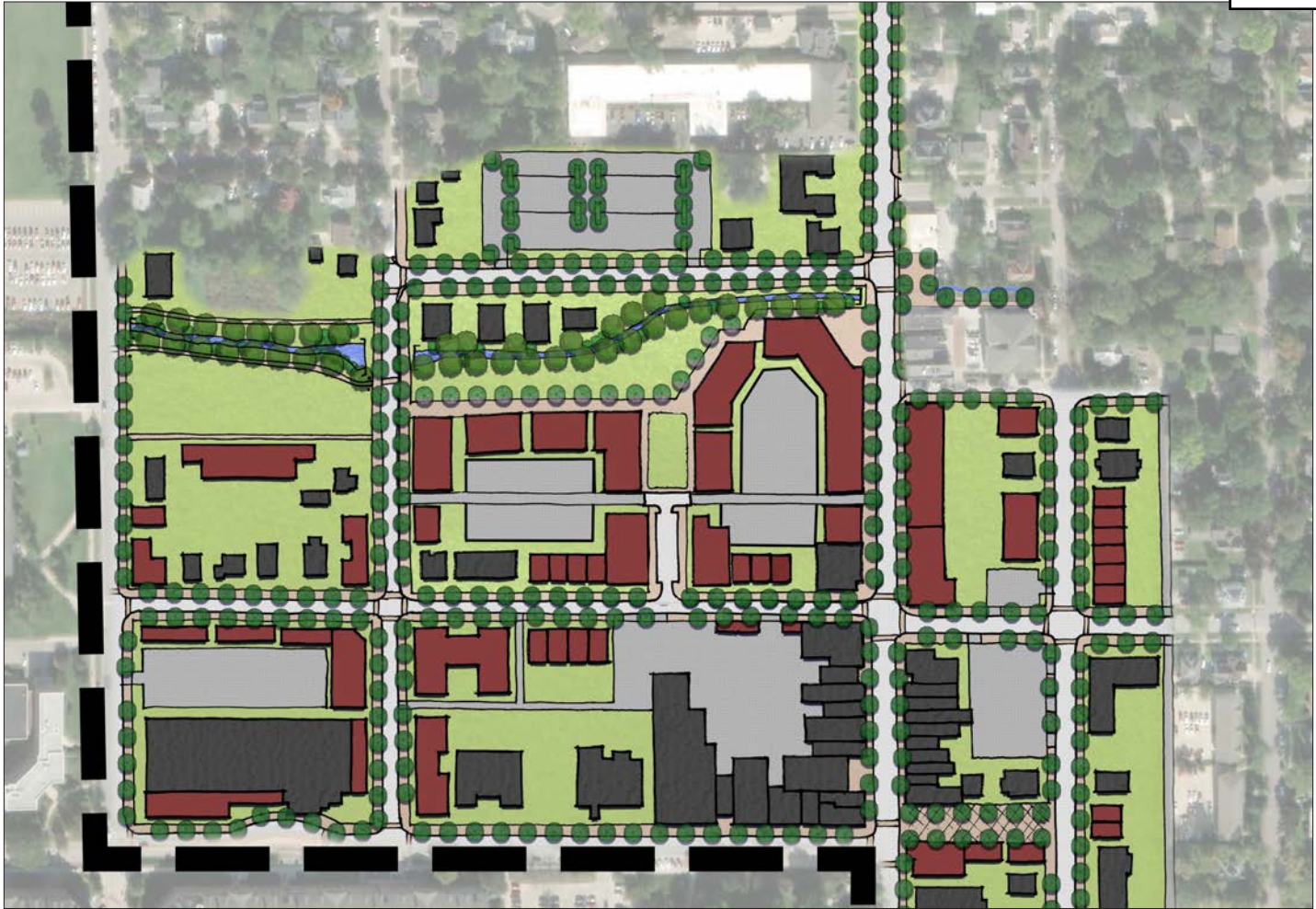
Vision: A "What if..." Scenario

• Near Term-Step One:

Coordinate with UNI to build (and plant) a positive pedestrian and bicycle connection along Dry Run Creek from Campus Drive to College Street and use the floodplain between College and Merner as a public space. This will turn what is currently just stormwater infrastructure and unbuildable floodplain into an attractive public greenway. (Although there are plans to improve the sidewalks along 22nd Street, the existence of the "desire path" in this general location indicates that students are likely to continue to take the shortest route to the Lower Hill.) The drawings propose a multi-use path running along the creek between Merner and College Street, extending to Campus Drive to the west, with canopy shade trees planted along it. This will offer a more public, well-lit, and safer connection from the University residence halls to the shops of College Street. It will also complement the current plan to extend the pathway from Pettersen Plaza eastward to Olive Street.

• Near Term-Step Two:

This plan proposes the use of several parcels in the floodplain on the north side of 20th Street between College and Merner Streets as a carefully designed and environmentally sensitive "green" parking lot. The spaces would provide a 'parking sink', accommodating parking that would otherwise be required on redevelopment sites closer to the UNI campus and College Street. The lot would be shielded from the street with trees and hedges and it could provide bio-swales or rain gardens that would assist with stormwater management and provide bird and pollinator habitat.



Redeveloped Hidden Valley

• **Long Term–Step Three:**

Fortunately, the land within this block is underutilized and redevelopment into a form more supportive of the *Imagine College Hill* goals can generate extra value for the landowners. The illustrative vision plan, above, shows new 3- to 5-story apartments buildings along the perimeter of the block, defining the street edge, and helping to reconnect the Upper and Lower Hill along College Street. Along Dry Run Creek, the buildings oversee a new 3/4 acre greenway that sits in the floodplain and includes a 20-foot wide pedestrian/bicycle ‘street’ (no auto traffic) that fronts the new buildings.



The preceding pages illustrate potential redevelopment projects that show one way in which the *Imagine College Hill Vision Plan* might be implemented over time. Each example—whether *Visualizing Change*, a *Prototypical Project* or a *What If...* scenario—addresses one or more of the plan goals and recommendations. Those goals and recommendations are based on a synthesis of stakeholder interviews, site and market analysis, and community aspirations gathered during the course of the *Imagine College Hill Project*. Similar redevelopment projects could be undertaken in other locations within the Imagine College Hill study area.

The timing of plan implementation and sequence of redevelopment projects will depend on public, private, university, and non-profit sector involvement, decision-making, and investment, within the context of the local Cedar Falls market. This should be viewed as a long-term effort; some ideas may be implemented sooner than others. As new projects are proposed, they should be evaluated based on how well they fulfill the following.

SUMMARY OF PLAN RECOMMENDATIONS

See the *Executive Summary* on pp. 2-4 for a brief description of each.

- Build on the work of the College Hill Partnership
- Define the public realm with active building facades, improved sidewalks, and additional street trees
- Ensure that future street and sidewalk rebuilding enhances walkability
- Support a multi-modal environment
- Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill
- Create gateways to College Hill to provide a sense of arrival
- Explore opportunities for new/improved public spaces
- Adjust the rules for development (and parking)
- Recognize that College Hill (and nearby neighborhoods) play a unique role within Cedar Falls and warrant a different approach
- Create a better process for development review and approval
- Establish a true bicycle network
- Coordinate parking supply management

NEXT STEPS

The **Imagine College Hill Project** was initiated not only to establish a road map or framework for future growth and development, but also to provide inspiration for the quality and character of that development. The ideas presented in this plan will be implemented in partnership between the City, the private and non-profit sectors, and the University—and at the behest of the citizens of Cedar Falls. Each group has an important role to play. Some tasks are already underway, while others can be undertaken in the near-term, with others requiring more time (depending on the completion of prior tasks, market conditions, etc.) to be implemented over the medium- and long-term.

Recommended initial steps to implement the *Imagine College Hill Plan*

- Adopt new zoning for the entire College Hill Study Area, with the express purpose of plan implementation and an emphasis on a streamlined process and the appropriate form and character of new development.
- Move forward with plans to improve walkability and expand public spaces, including the completion of the sidewalk network, planting of street trees, and creation of new publicly accessible plazas and green spaces in accordance with this plan.
- Continue implementing the Parking Study strategies.
- Consider a defined parking district for the core character areas to better manage the available on-street parking in the plan area.
- Encourage greater collaboration between the City and University to create a true “car free” neighborhood through the recruitment and support of more diverse businesses and transportation options.

Implementing the *Imagine College Hill Plan* will require cooperation and collaboration between all involved. The city can write the rules and provide the infrastructure, but it will require private sector investment to build the compact, mixed-use walkable neighborhood center envisioned by the community. The updated zoning and new development review process should make it easy for people who meet the new standards to build the community vision for College Hill.

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APPENDIX

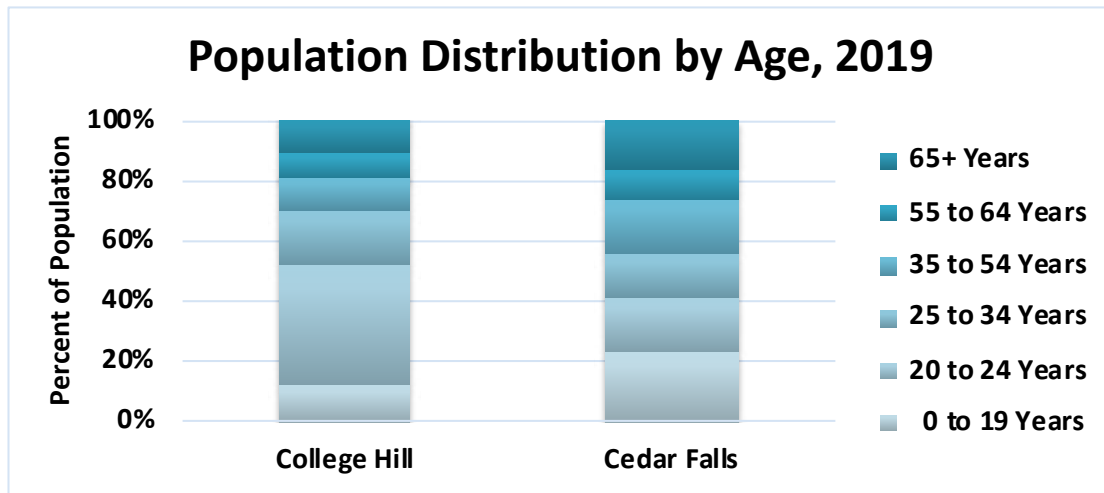
The following documents and studies were produced during and in support of the **Imagine College Hill Visioning Project** process.

• Market Considerations Report	62
• January 2020 Project Kick-Off Event	
○ Visual Preference Exercise Tally	70
○ Strength & Weakness Maps	73
○ Attendee Survey Results	78
• Virtual Charrette Student Survey Results	80
• October 14 Virtual Charrette Work-in-Progress Presentation Survey Results	87
• Residential Parking: Required Minimum Ratios	89
• College Hill Vision Plan Public Review Draft – Web Survey Results	90

Demographics

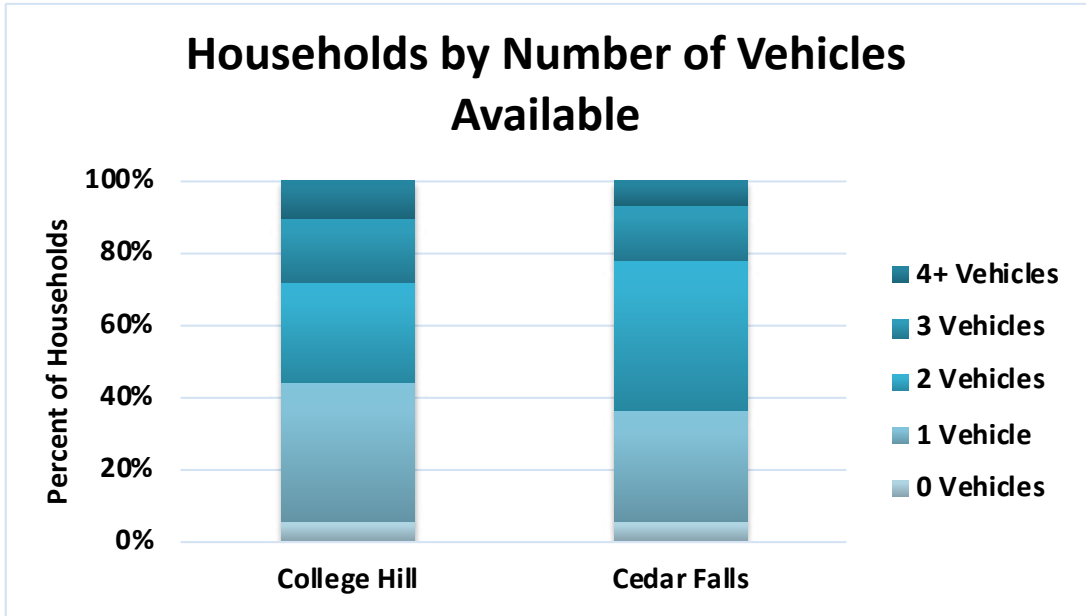
College Hill has remained very stable over the past 20 years when measured in terms of population and household counts. The study area had 2,589 residents in 2019 living in 2,009 households according to ESRI, a national demographic data provider. That represents an increase of 59 people (1.1 percent) and 62 households (3.2 percent). During the same period, Cedar Falls grew by 4,938 residents (13.6 percent) and 2,641 households (20.5 percent).

As one would expect, the student population is concentrated in College Hill – 39 percent of residents were aged 20 to 24 in 2019 as compared with their 18-percent share of citywide population. Another 18 percent of College Hill residents are 25 to 34 relative to 15 percent of city residents, reflecting graduate students and other older students as well as young families.

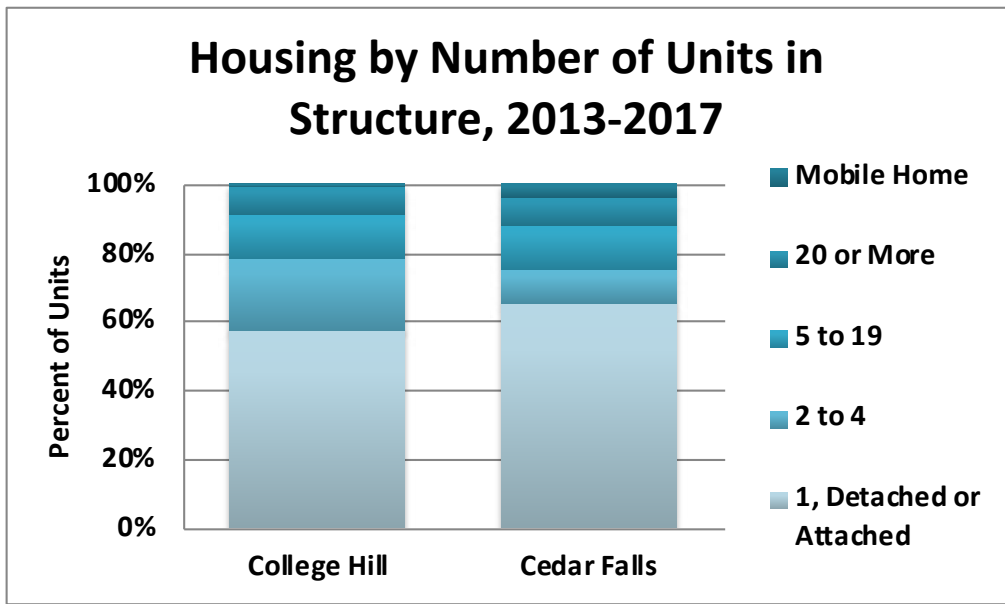


With that concentration of students, the nature of College Hill households is different with just less than one-third of its households in families as compared with 55 percent of city households. The median age of 24.3 is significantly lower than the 30.6 median age citywide. Household incomes are distinctly lower in College Hill – a median income of \$39,665 versus \$59,519 in the city. Renters represent 58 percent of College Hill households and 36 percent of city households.

College Hill residents are somewhat less dependent on driving alone to get to work; 11.1 percent walked to work and 1.9 percent bicycled or motorcycled in 2019 as compared with 8.5 and 1.6 percent of the city’s employed residents, respectively. However, both groups still were much more likely to drive alone – 78.7 percent of College Hill residents and 81.2 percent of Cedar Falls residents. Car ownership was somewhat different as well.



College Hill has more than twice as many housing units in buildings with two to four units (22 percent) than elsewhere in Cedar Falls (10 percent). This can be explained by the extensive dividing of large older single-family homes and former boarding houses into multiple apartments for students.



To some extent, using statistics for all of College Hill obscures the distinctions within the study area. Looking at subareas within College Hill underscores the variations between student neighborhoods near the campus and more established single-family neighborhoods.

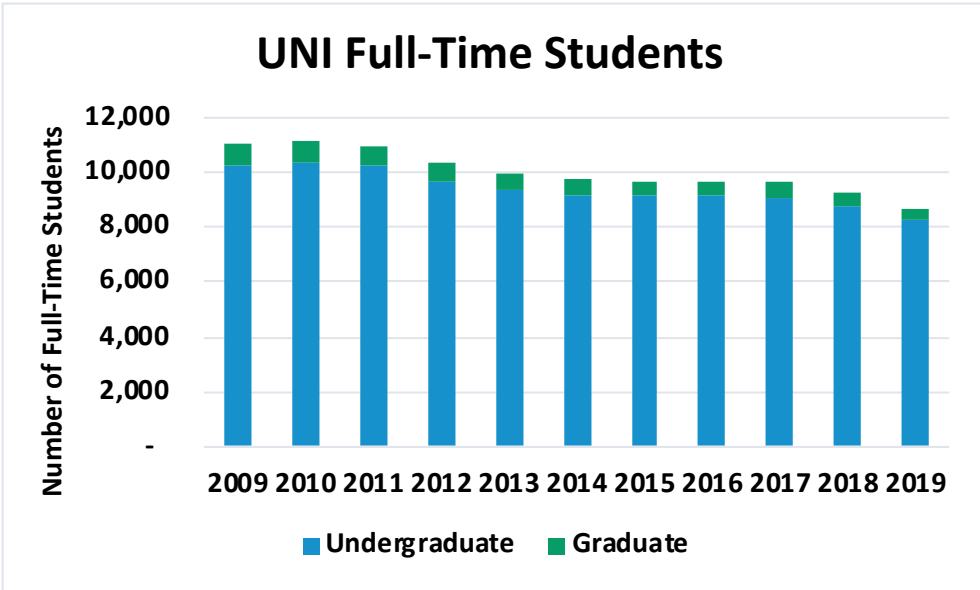
Table 1. Selected Characteristics of College Hill Neighborhoods						
Indicator	18th to 23rd Street Next to Campus	North of 18th Street	Seerley Park Neighborhood	South of 26th Street	Total College Hill	Cedar Falls City Total
Selected Characteristics						
Percent Families	20%	53%	30%	27%	35%	55%
Median Age	23.1	31.6	23.4	23.5	24.8	30.6
Median Household Income	\$24,101	\$65,462	\$33,360	\$29,598	\$39,665	\$59,519
Percent Renter	77%	29%	67%	70%	58%	36%
Median House Value	\$180,357	\$178,383	\$158,209	\$192,188	\$172,360	\$199,035

Source: ESRI, 2020; Partners for Economic Solutions, 2020.

The northern portion of College Hill (bounded by 12th Street, Washington Street, 18th Street and Hudson Road) is markedly higher in incomes with a significantly lower share of renters than in other parts of College Hill closer to campus.

University Trends

College Hill’s dynamics and market potentials depend heavily on the number of University of Northern Iowa students on campus. Student enrollments have dropped significantly over the past seven years due to changes in on-campus programs, increasing competition from the University of Iowa and Iowa State University, demographic changes in the number of college-aged students, a declining number of international students and low unemployment. Total UNI enrollment has fallen from 12,273 in 2012 to 10,497 in 2019 – a 15-percent drop. During that same period, the number of students enrolled in college nationwide declined 11 percent, according to data from the National Student Clearinghouse Research Center. Over the last five years, UNI enrollment has dropped by 12 percent, and 2019 saw a 6-percent decline from the preceding year. Due to the effects of the COVID-19 pandemic, Fall 2020 enrollment is down to 9,522. That represents a 7-percent decline in full-time enrollment. However, the freshman class is larger than last year’s class, and some students have delayed starting until the Spring semester.



Going forward, the demographic picture looks less promising with a national drop in college-aged students. However, the Iowa Department of Education has documented the number of high school students in schools across the state. It projects the number of seniors increasing for the next seven years until the Class of 2028, which is likely to be four-percent smaller than the Class of 2027.

The University has responded with an increase in new scholarships, a renewed focus on constraining increases in tuition and fees, increased recruitment of out-of-state students and greater emphasis on student retention and graduation.

Housing Market

Student housing, as defined by the real estate industry, typically rents by the bed rather than by the unit with each individual responsible for his or her own rent rather than being responsible for roommates' rent as well. Cedar Falls has three key student housing developments:

- Hidden Valley Apartments developed in 1993 has 273 beds in 102 units on College Street between 21st and 22nd streets. In 2019, CoStar, a national real estate data provider that owns Apartments.com, reports that Hidden Valley units rent for \$345 per bed. Amenities include a small fitness center and stand-up tanning.
- Located west of Hudson Road on 27th Street, The Quarters at Cedar Falls offers 450 beds in four-bedroom apartments built in 2001 for \$435 per bed. The complex offers a fitness center, basketball court, clubhouse, game room, racquetball court, spa, volleyball court and walking/biking trails.
- Hillcrest Park provides 528 beds in 132 units built in 2003 on University Avenue one mile from the western edge of the UNI campus. Its amenities include a basketball court, courtyard and volleyball court. Rents average \$380 per bed.

In comparison, UNI on-campus apartment rents are \$709 to \$879 per month with no obligation to pay rent over the summer.

Of course, students live in many other apartment buildings and houses throughout College Hill. CoStar tracks six larger buildings with a total of 114 units. The rents for those units average \$798 per month or \$1.18 per square foot. Rents range from \$649 for a studio apartment to \$691 for a one-bedroom unit, \$949 for a two-bedroom unit and \$1,500 for a three-bedroom unit. As of September, the units were 98.5-percent leased. Historically, these developments have maintained high occupancy rates, well above the 95-percent rate typically considered healthy. Some of the older units that have not been updated took much longer than normal to lease due, in part, to the uncertainty associated with the pandemic and the overall decline in UNI enrollment, and others remain vacant.

Urban Flats, located at 2015 Olive Street and 917 W. 23rd Street, have been built next to campus in 2018 and 2020 with rents from \$900 for a one-bedroom unit to \$2,200 for a large four-bedroom unit. The rents of \$1.25 to \$1.65 per square foot top the market.

Zillow lists multiple houses available for rent at \$1,500 to \$1,600 for four bedrooms and \$1,295 to \$1,290 for three bedrooms close to campus. A few blocks further away, monthly rents drop by \$100 to \$300.

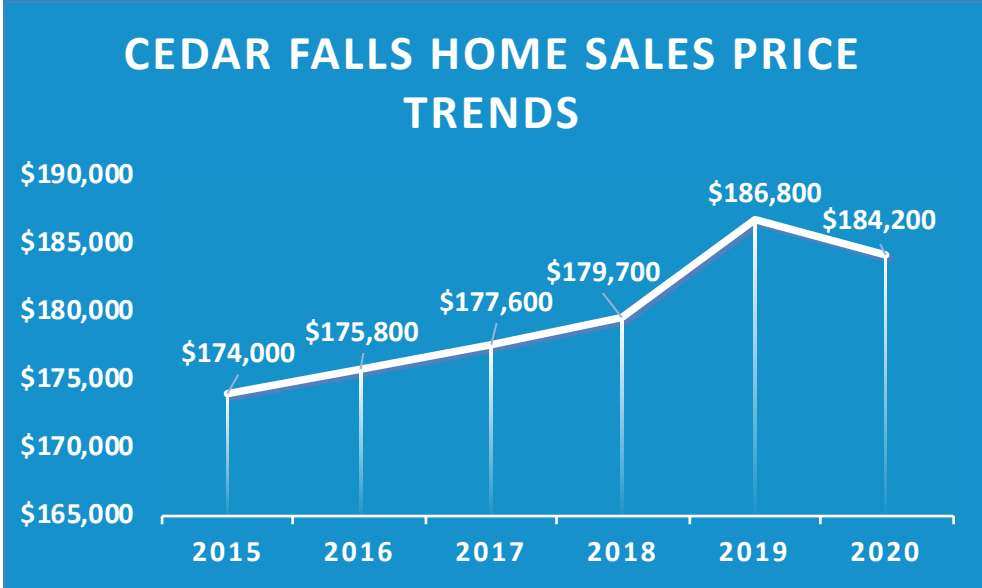
Newer large apartment complexes have been developed south of town past Greenhill Road with rents averaging \$971 to \$1,272 per month or \$1.02 to \$1.20 per square foot.

A key constraint on the development of new apartments near campus is the College Hill Neighborhood Overlay District zoning requirement for on-site parking at a rate of one space per bedroom plus visitor parking. Urban sites typically lack sufficient land to accommodate that much parking on a surface lot. Structured parking significantly increases the costs of development. Given the importance of walkability, compact development and population density for the health of a commercial business district/urban neighborhood, it will be important to pursue alternative approaches to accommodating residents' vehicles, including remote parking alternatives.

The other primary constraint on new development close to campus is the cost of assembling properties that are still being actively leased. The continued economic life of the existing buildings raises the acquisition price and the resulting cost of land for the new development. Typically, development economics require that new development replace existing building space at a ratio of four units for every demolished unit. Achieving such a ratio of new development is very difficult with the amount of on-site parking required by the current zoning.

Nationwide, development costs have been increasing faster than the cost of living. The high costs also limit the amount of new development by requiring that the new units achieve rents high enough to cover the development costs. Only a segment of the market will be able and willing to pay higher rents even for the convenience of living in a vital business district within easy walking distance of campus. New urban housing should be delivered in small increments of 20 to 40 units so as not to overwhelm the market.

On the single-family side, Zillow reports that home sales prices averaged \$186,800 in 2019, up from \$174,000 in 2015, an increase of 7.4 percent or an annual increase of 1.8 percent. College Hill neighborhood prices are below the citywide prices, reflecting the age and size of many of the units. Prices are highest in the ~~southern~~ area south of 26th Street and in the neighborhood north of 18th Street.



Source: Zillow, 2020.

Single-family housing that has not been broken up into separate apartments retains the potential for leasing to families and other non-students. However, the units' appeal to non-students depends on the nature of the surrounding neighborhood. Houses in student-dominated neighborhoods west of Iowa Street and south of 18th Street are unlikely to find non-student buyers or renters. Opportunities to reclaim student housing for family use will be better north of 18th Street where owner-occupied housing still prevails.

Commercial Market

The College Hill Business District, known as “Cedar Falls Entertainment District,” is dominated by eating and drinking establishments, as is common in college retail clusters. College Hill restaurants, grills, bars and take-out food establishments include Chad’s Pizza and Restaurant, Great Wall, Greenhouse Kitchen, ICON Donuts and Sweetery, Insomnia Cookies, The Library on the Hill, Little Bigs, Milkbox Bakery, Mirch Masala Grill, Octopus, Oh My Grill, The Other Place, the Shakery, Sharky’s Fun House, Sidecar Coffee Shop, Studio House, Sub City and Suds Upstairs on the “Lower Hill” and Domino’s Pizza, \$5 Pizza, Hydrant Firehouse Grill and Jimmy John’s on the “Upper Hill.”

Though College Hill bars, restaurants and stores are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours.

We distinguish among types of retail space because they have different characteristics and somewhat different markets. Neighborhood Goods & Services include grocery stores, drugstores, services and other businesses closely tied to the local population base; customers typically choose among them based on convenience. On the convenience goods side, College Hill offers Bani’s Liquor, Buzz Smoke & Vapor, College Hill Farmers Market, Hill Street News & Tobacco, Kwik Star and Masala Market. Service establishments include College Hill Barbers, College Hill Laundry, Copyworks, Dragon’s Cave Tattoos, the Finishing Touch Tattoo + Barbershop, The Razor’s Edge, Third Eye Tattoo, Voya the Salon and Wild Hair Salon.

Traditional retailers offering merchandise typically found in a department store are relatively limited on the Hill – Limited Edition Comics, Mohair Pear, Price Check Kicks and UNI Bookstore. The Hill does not offer a large enough number and variety of apparel and gift shops to allow people to comparison shop. Most customers seek out such shops in the mall or elsewhere.

According to inventory and occupancy statistics amassed by CoStar, the business district has 12 retail buildings with a total of 43,210 square feet of retail space. There are currently no vacancies, and the vacancies that have developed through the years have been quickly filled. The most recent additions have been 925 W. 22nd Street at College Street opened in 2019 and the Urban Flats building with first-floor retail space at 917 W. 23rd Street opened in 2020. These buildings have been occupied by The Finishing Touch Tattoo + Barbershop, The Shakery, Buzz Smoke & Vapor, Great Wall, Greenhouse Kitchen and ICON Donuts and Sweetery.

College Hill serves a trade area roughly bounded by 16th Street to the north, Iowa Street to the east, Laverne Lane to the south and the student housing developments beyond Hudson Road to the west. This trade area probably generates 85 to 90 percent of the resident sales. College Hill’s connection to UNI allows it to serve students,

faculty, staff and visitors to the campus. To a much lesser extent, the business district also serves nearby neighborhoods.

We compare the supply of stores and other businesses measured by sales to the demand for retail goods in the trade area measured by residents' expenditures for different types of goods based on data provided by ESRI and Infogroup. Comparing the sales by all the stores in this trade area to the residents' expenditures suggests a major gap among Neighborhood Goods & Services. This reflects the lack of a grocery store and the few drugstores in the area. Shown in Table 2, the grocery store gap is estimated at \$5.4 million in potential annual sales, enough to support a small grocery store of 8,000 to 10,000 square feet. However, it should be noted that the Hy-Vee just outside the trade area is serving many of the trade area customers. The new food co-op opening in downtown Cedar Falls will also attract some trade area residents to shop. The challenge for College Hill lies in identifying an appropriate operator and a site that can accommodate both the store and its parking needs. While walk-in traffic would alleviate some of the parking need, such a store would still be likely to need 25 to 50 parking spaces and a site of 0.5 to 0.8 acres.

Table 2. College Hill Trade Area Sales and Expenditures by Retail Category, 2020				
NAICS	Industry Group	Demand (Retail Potential)	Supply (Existing Retail Sales)	Retail Gap
Neighborhood Goods and Services				
445	Food & Beverage Stores	\$5,869,000	\$574,000	\$5,295,000
4451	Grocery Stores	\$5,433,000	\$0	\$5,433,000
4452	Specialty Food Stores	\$257,000	\$0	\$257,000
4453	Beer, Wine & Liquor Stores	\$179,000	\$499,000	-\$320,000
446, 4461	Health & Personal Care Stores	\$1,655,000	\$245,000	\$1,410,000
	Total Neighborhood Goods and Services	\$7,524,000	\$819,000	\$6,705,000
Eating and Drinking				
722	Food Services & Drinking Places	\$3,122,000	\$6,978,000	-\$3,856,000
7225	Restaurant and Eating Places	\$2,844,000	\$6,548,000	-\$3,704,000
7223	Special Food Services	\$60,000	\$0	\$60,000
7224	Drinking Places - Alcoholic Beverages	\$218,000	\$395,000	-\$177,000
	Total Eating and Drinking	\$3,122,000	\$6,978,000	-\$3,856,000
Shoppers Goods (General Merchandise, Apparel and Accessories, Furniture and Furnishings and Other)				
452	General Merchandise Stores	\$5,252,000	\$0	\$5,252,000
448	Clothing & Clothing Accessories Stores	\$1,128,000	\$0	\$1,128,000
442	Furniture & Home Furnishings Stores	\$838,000	\$0	\$838,000
443	Electronics & Appliance Stores	\$1,073,000	\$1,061,454	\$11,546
451	Sporting Goods, Hobby, Book & Music Stores	\$781,000	\$7,597,695	-\$6,816,695
453	Miscellaneous Store Retailers	\$1,352,000	\$545,000	\$807,000
	Total Shoppers Goods	\$10,424,000	\$9,204,149	\$1,219,851

Source: ESRI, Retail Marketplace Profile, 2020; Partners for Economic Solutions, 2020.

College Hill retailers would benefit from closer physical ties between the Lower Hill and the Upper Hill, which points to the importance of filling in the gap along the west side of College Street between 21st and 22nd streets. Over the long run, relocating the Kwik Star gas station from College Avenue would provide a site for more compatible retail uses.

Implications for the Vision Plan

- Encourage additional retail space development to expand the inventory and provide a more well-rounded mix of stores, restaurants and bars.
- Where possible, develop mixed-use space with residential units above the first-floor retail space to develop a higher density of residential uses.
- Bring in new retail customers through new residential and mixed-use development.
- Exercise caution in developing retail uses beyond College Street, 23rd Street and possibly 22nd Street. Focused energy is important to the district's vitality.
- Enhance pedestrian and bicycle connections from the campus and other surrounding areas to help bring additional customers to College Hill. Use improved connections to draw UNI students out to explore more of the community's offerings. Provide bike racks to encourage greater use of bikes to reach local restaurants and retail shops.
- Scale or phase new residential and mixed-use development in small to medium-sized projects timed to meet the market demand.
- Create gathering places for outdoor dining and periodic events to draw more people to College Hill. Improvements to Pettersen Plaza and creation of a plaza on the extension of 23rd Street east of College Avenue will help to support events.

New residential development in the core of College Hill immediately north of campus is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

- Work with the University to find alternatives to building as much on-site parking as the zoning now requires for new residential development.
- Explore possible solutions to accommodate parking off-site within two to three blocks of new development, if possible.
- Adjust the on-site parking ratios for new development to require one-quarter to one-half of on-site parking now required, and allow developers to meet the remaining demand with off-site parking lots.
- To prevent residents of new developments with reduced on-site parking requirements from monopolizing on-street parking, consider a program of issuing and enforcing residential parking permits.

Market Considerations Report prepared by





Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020
Visual Preference Results



FERRELL MADDEN
urban design,
town planning, &
firm-based coding

BOARD A

Adjacent Neighborhoods

 1	 2	 3	 4	 5	 6
 7	 8	 9	 10	 11	 12
 13	 14	 15	 16	 17	 18
 19	 20	 21	 22	 23	 24



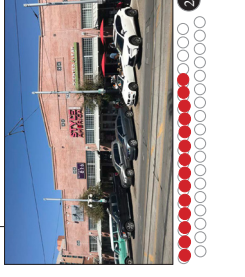
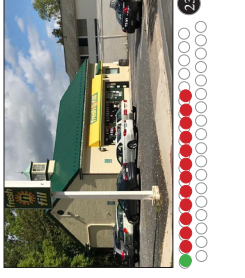
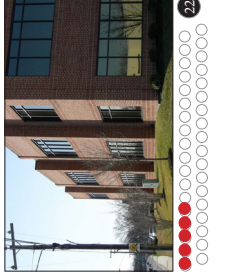
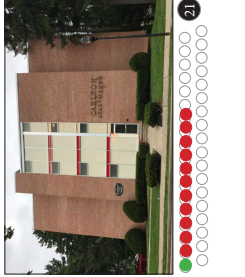
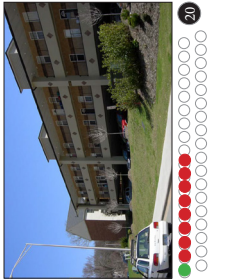
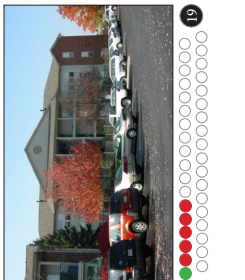
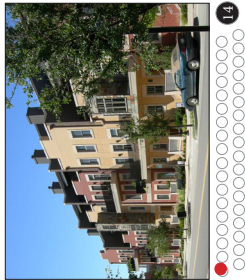
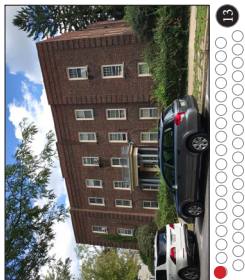
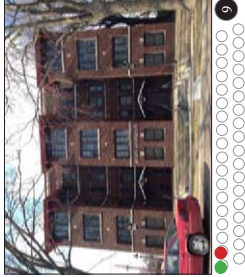
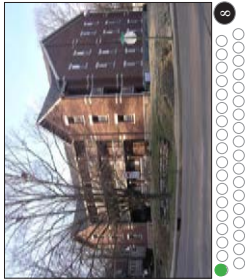
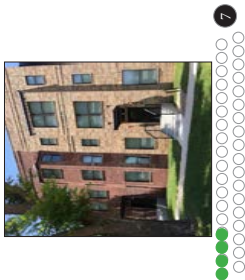
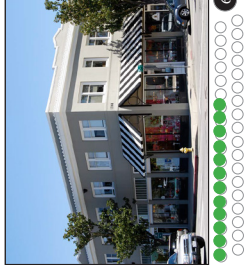
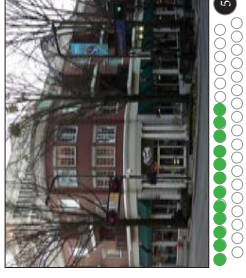
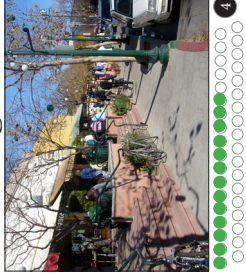
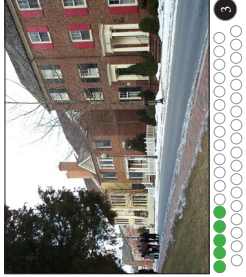
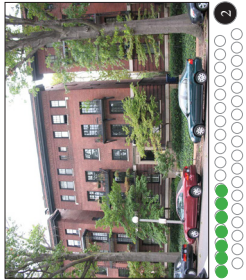
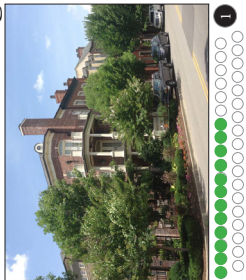
Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020
Visual Preference Results



BOARD B

College Hill Center – Residential

College Hill Center – Commercial & Mixed-Use





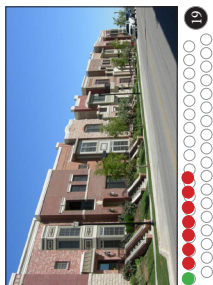
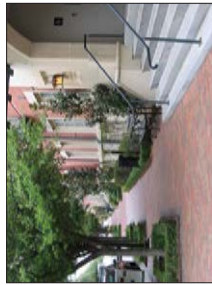
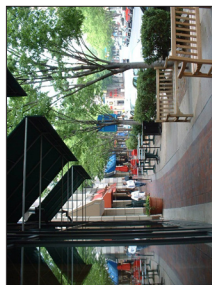
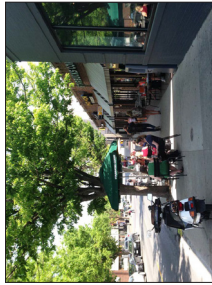
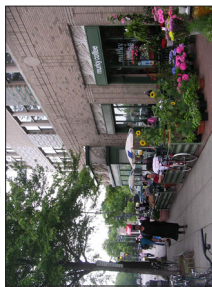
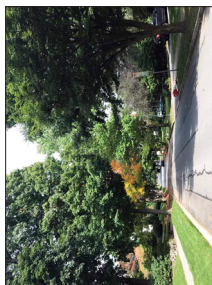
Imagine the possibilities!

Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020

Visual Preference Results

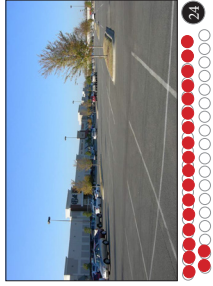
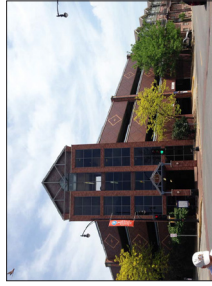
BOARD C

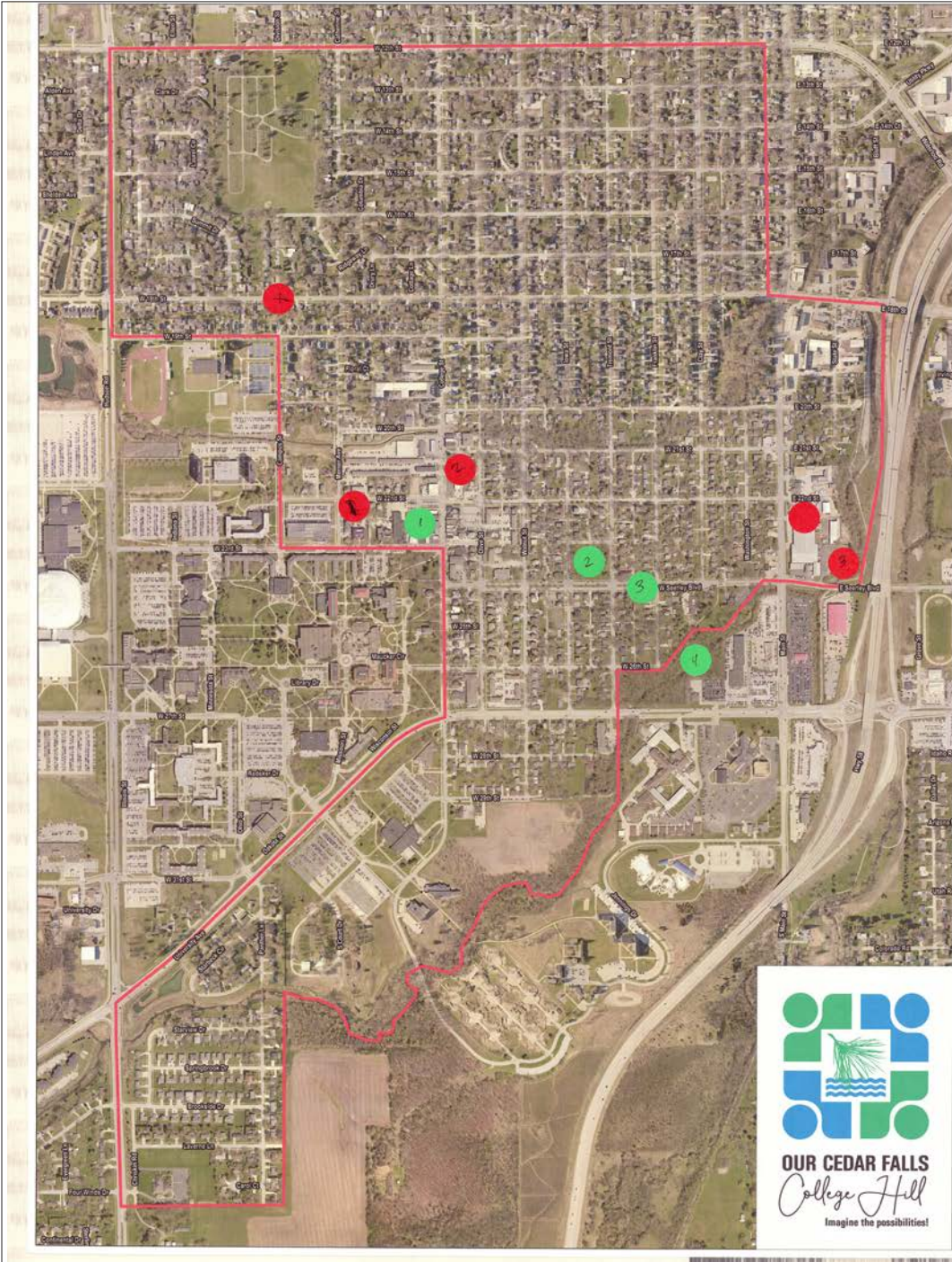
College Hill Street Space – Center & Neighborhood Public Realm



urban design • town planning • form-based coding

College Hill Center Parking





**Cedar Falls, Iowa
Public Kick-Off Meeting**
January 29, 2020
**College Hill Study Area
Perception Exercise**

- strong - places you like
- weak - places you don't like

Strong Places:

For more in-depth comments, put a number on your dot and write below

- ① Most interesting part of the Hill!
- ② Sealey Park - a jewel, but needs some TLC.
- ③ Median on Sealey needs more upkeep - repair older cobblestones. Help to protect bike traffic from traffic!
- ④ Beautiful UNI presence. Nice trees!

Weak Places:

For more in-depth comments, put a number on your dot and write below

- ① So ugly! These houses are falling apart! w. 22nd St. needs help!
- ② Join the upper + lower Hill. Should feel more urban on college st.
- ③ Help UNI Students find their way to the bike trail system. Little connectivity.
- ④ college to Hudson on 15th st needs further improvement on pedestrian access & bike lanes

Strengths & Weaknesses Exercise: Table Map 2

Cedar Falls, Iowa
Public Kick-Off Meeting
 January 29, 2020
College Hill Study Area
Perception Exercise

● strong - places you like

● weak - places you don't like

Strong Places:
 For more in-depth comments, put a number on your dot and write below

1. The creek is a strong asset we don't use
(overseeing) lots of will require some planning

2. Seerley Park - potential for neighborhood gathering
call for families good playground

3. UNI Biological Preserve is an important access place for the area

4. Gallagher Blvd/Don P&C

5. Multi-modal Parking UNI - better than before, but...

Weak Places:
 For more in-depth comments, put a number on your dot and write below

1) We should use our natural waterway to enhance walkability + green space
 - no bathroom, no retaining water
 - bike shelter - city doesn't clear sidewalk in timely way

2) Seerley Park
 no connections between parks/
 bikeable greenways
 UNI Multi-modal - need better public transportation - STARK WASTY - so much wasted space

OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 3

Cedar Falls, Iowa
Public Kick-Off Meeting
 January 29, 2020
College Hill Study Area
Perception Exercise

● strong - places you like
 ● weak - places you don't like

Strong Places:
 For more in-depth comments, put a number on your dot and write below

Seelye Park + neighborhood
 3 Great Business location/opportunities for the neighborhood/city. The Heart of College Hill
 Seelye Blvd with beautiful crabapple trees - but stop the speeding, this should not be a highway
 5 magnetic center great commerce by transit.
 8 is in need of better trail access
 9 - Great tree Seelye/Conover
 10 One of BEST/MULTI-USE AREAS NEEDS to be develop/UTILIZED more

Weak Places:
 For more in-depth comments, put a number on your dot and write below

College Hill needs to get rid of the CAGES in front of restaurants - it's important PLEASE to work w/ the city to get rid of the reason you can't have a beer or glass of wine in an open cafe.
 5 LACK of bike accessibility/pedestrian ACCESS - need welcoming corridor to hill. There is ONE 25mph sign at this intersection and cars SPEED up Seelye Blvd (buses too) at 50-60, so speed bumps?
 6 Dangerous intersections
 7 Scary pedestrian crossing
 8 Unpleasant ugly
 9 Trail crossing needs improvement

OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 4

**Cedar Falls, Iowa
Public Kick-Off Meeting
January 29, 2020
College Hill Study Area
Perception Exercise**

● strong - places you like
● weak - places you don't like

*New playground & facilities
17) Clay street back Great
15) 22nd street isn't
or ride from bike across
heavy to be able to walk
14) Hudson is too traffic
day.
car parking on sixe every other
11-12 - Needs to make
and snow removal projects
maintain sidewalks
College Hill
College Hill linked to lower
Would like to see upper
College Hill is not friendly
to bikers. go to walking
due to hill N on walking
16) The Walnut/12th St intersection
- Need marked crosswalks
on all intersections.*

Strong Places:
For more in-depth comments, put a number on your dot and write below

*Amkor - on 10th & head
by garage - local scenic architectural food
am blance
6 - nice bike trail entrance - could be better -
promoted
4 - Peterson Plz - has potential
3 - Seavely Plk - good bones
- needs new eq. & restrooms
6 - Hand Ctr - bike trail; good comm. manou
13 - love the pedestrian-only bridge
cuts down on traffic; keeps neighborhood
quiet*

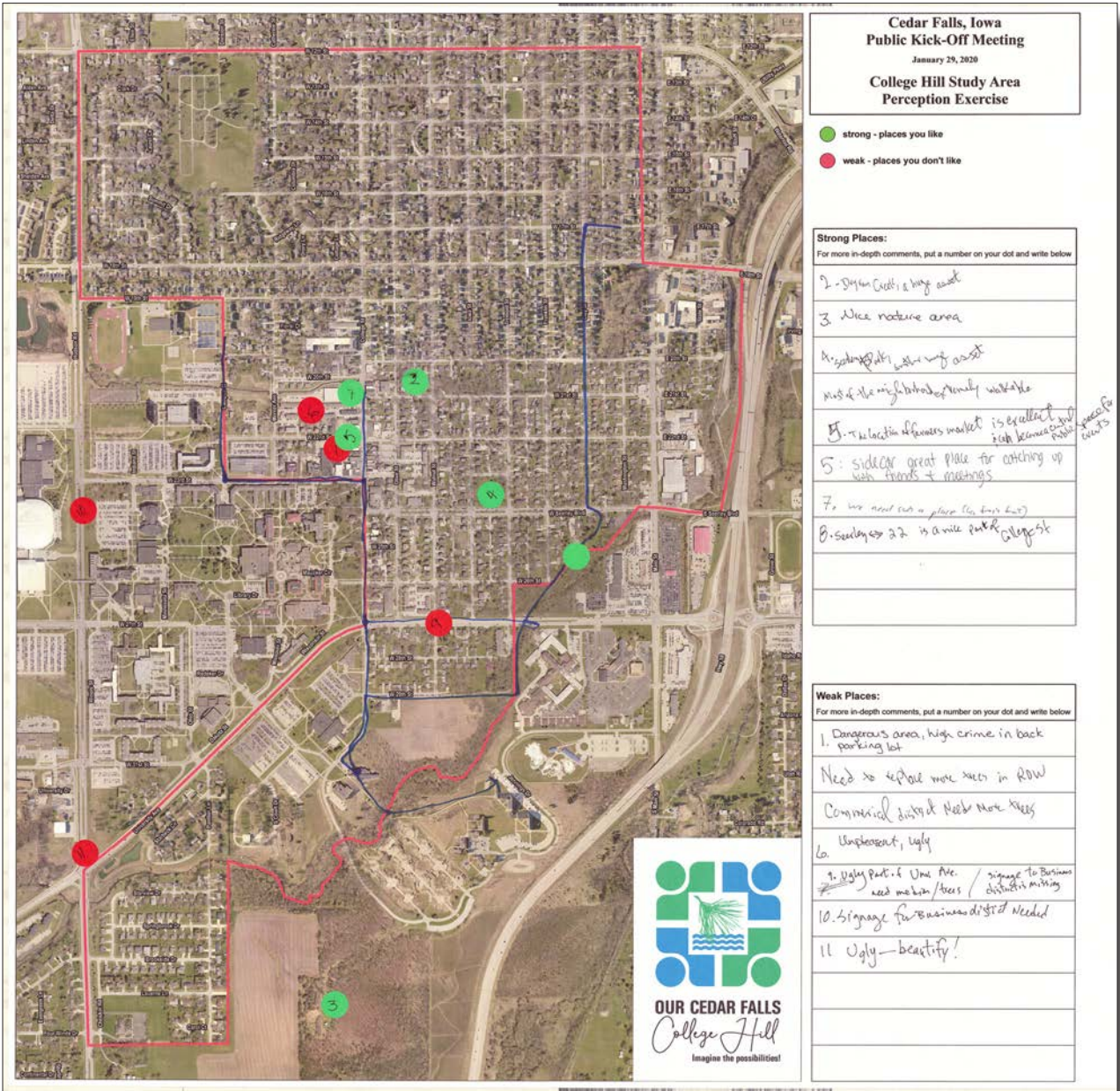
*SW neighborhood is generally quiet despite
rental housing - but continue to encourage
single-family conversions here; no more
rental*

Weak Places:
For more in-depth comments, put a number on your dot and write below

*Caplan's building not finished
2004 college architecture of district
1 - only walking access from SW neighborhood
- comes very close to being Christianity Ave
7 - Parking Garage - public don't understand use
8 - rental housing; poor conditions
SW neighborhood could use a play ground;
potentially in church land?
2 - access to trails on W 29th is unclear
coming from 68th direction*

OUR CEDAR FALLS
College Hill
Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 5



**University of Northern Iowa Center for Energy and Environmental Education
Attendee Survey**

Wednesday, January 29, 2020

SUMMARY of 18 responses

1. Do you:

	<u>Yes</u>	<u>No</u>	<u>Other</u>
a. Live in the study area?	14	1	
b. Go to school in the study area?	2	11	1 (my kid does)
c. Work in the study area?	11	6	1 (university)
d. Own property in the study area?	13	1	

2. How often do you go to the College Hill Center – the College & 23rd Streets mixed-use area? (circle one)

Note: Some respondents provided more than one answer, noting that their schedule was “seasonal”

a. Every day	9
b. A few times a week	7
c. Several times a month	3
d. Once or twice a month	-
e. A few times a year	-
f. Never	-

3. How often do you go to the businesses along Main and State inside the study area? (circle one)

a. Every day	2
b. A few times a week	7
c. Several times a month	4
d. Once or twice a month	1
e. A few times a year	2
f. Never	2

4. What typically brings you to the College Hill Center? (circle all that apply)

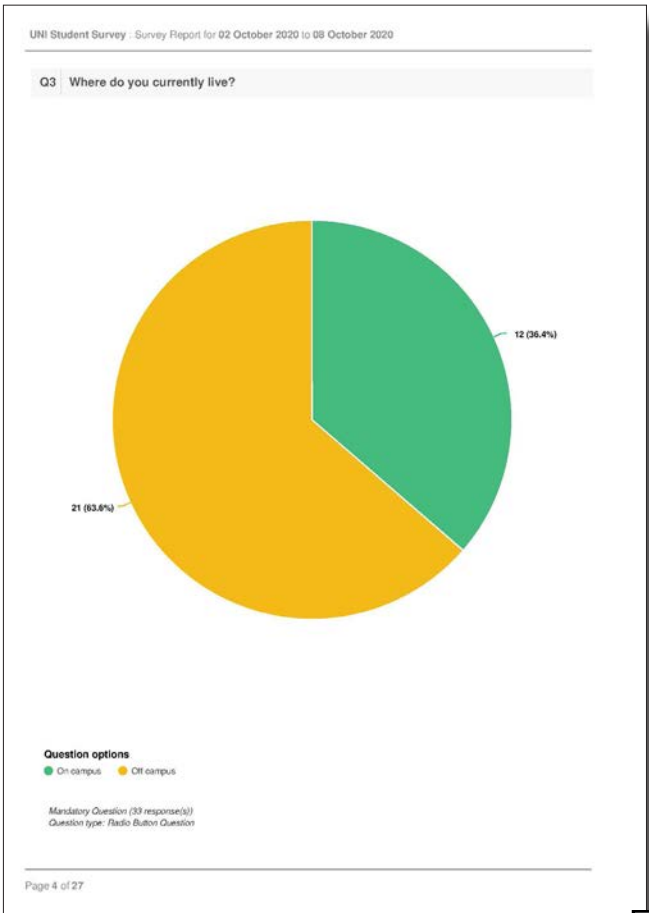
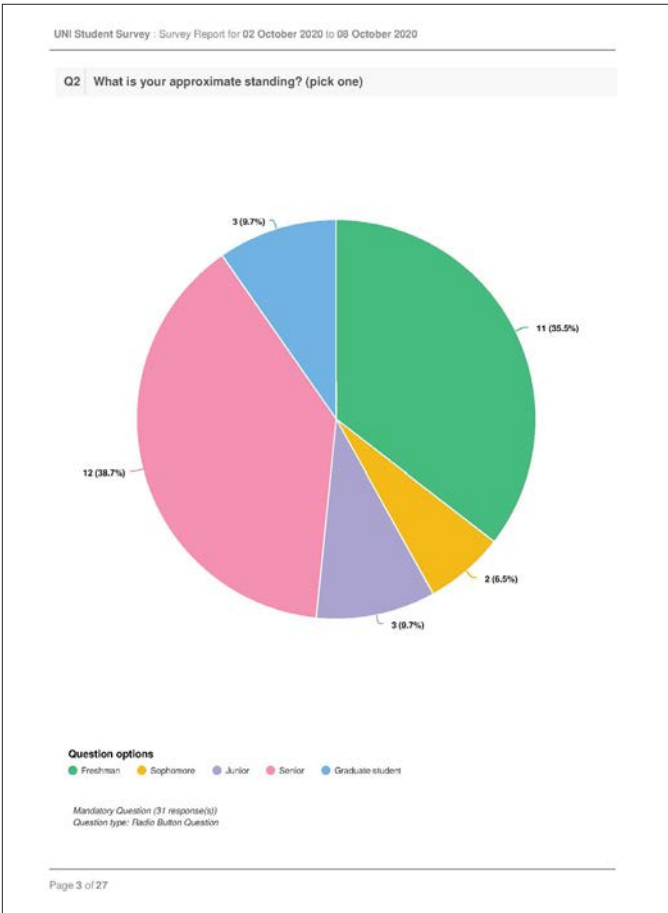
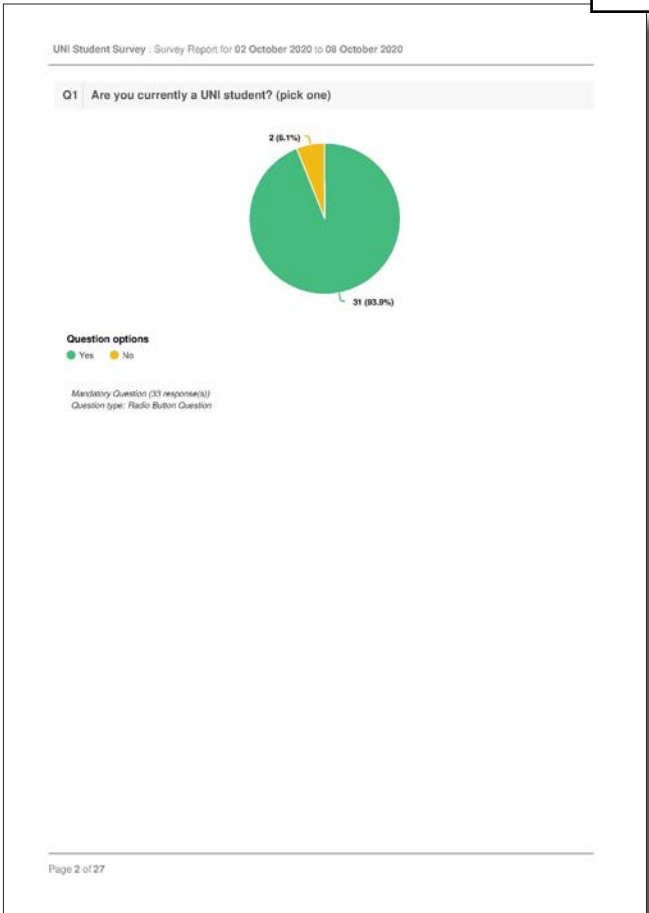
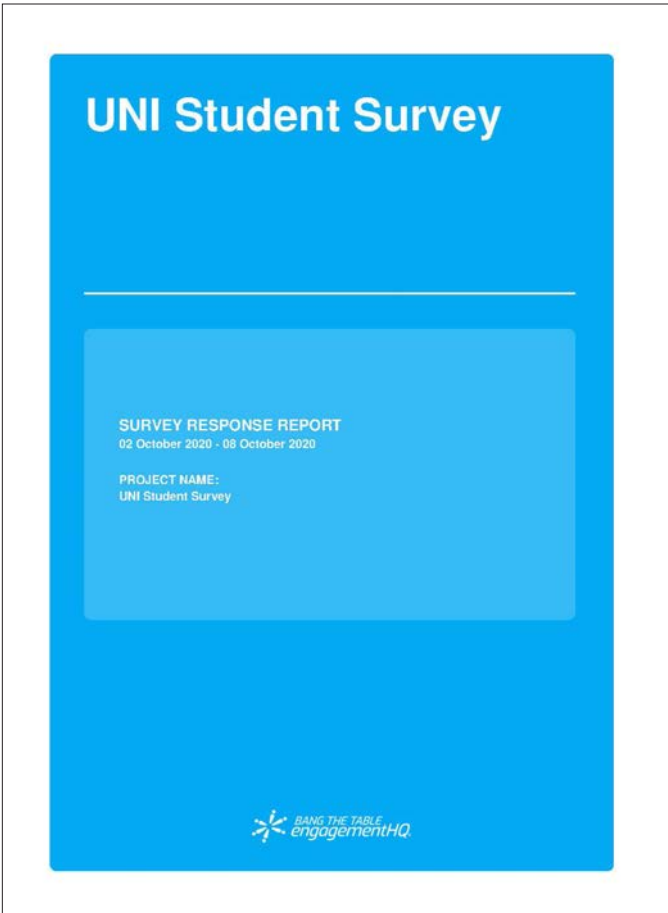
a. Live there	7
b. Work there	12
c. Shopping	8
d. Restaurants	8
e. Parking for school	2
f. Civic activities (worship, library, etc.)	3
g. Special campus event (athletic event, theater, etc.)	6
h. Other: live music (2); visit UNI library and campus events (2); walking the dog; live comedy; support businesses; meetings; Mohair Pear; Kum N’Go	

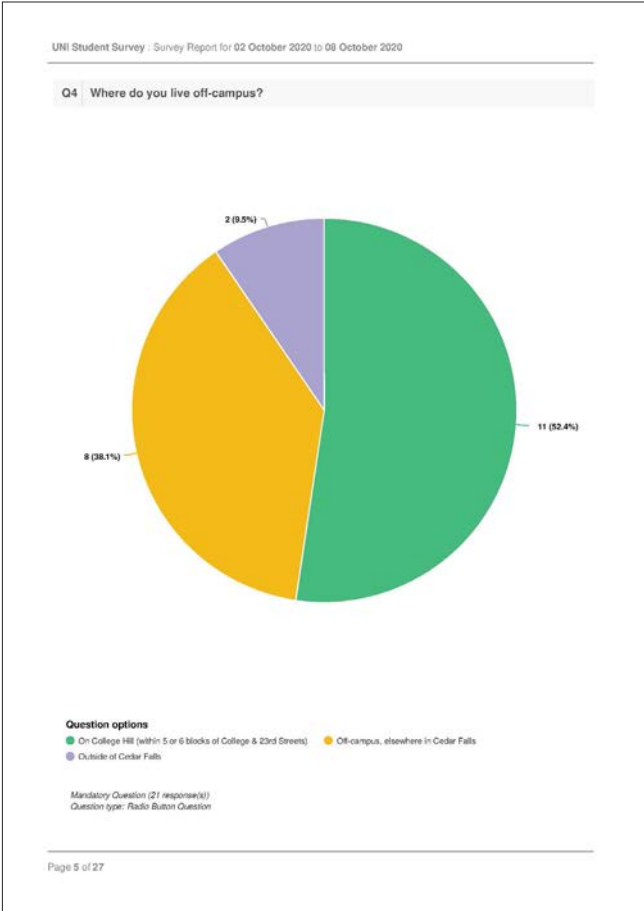
5. When you come to College Hill, how do you usually get here? (circle one)

a. Drive (personal vehicle)	12
b. Take the bus	1
c. Walk	11
d. Ride a bicycle/scooter	2.5 (not often, not bike-friendly)
e. Ride-share (Taxi, Uber, Lyft, etc.)	-

Please provide any additional comments on the back. (see below)

- Please add better bicycle/pedestrian connections in the area to foster green practices. Make College Hill a biking destination to utilize the trail/bicycle system.
- Direct bike access to bike paths; “fill in” commercial area on College St. between 23rd & 22nd (replacing existing residential); vision for rentals in College Hill residential w/UNI enrollment down. Single family? Refurbish?
- We need space where art can be public
- Great food & restaurants on the Hill – but they need attractions to bring people to the bars & restaurants. Things like movie theaters or black box theaters or an art museum. Things like that. Smaller towns have block box theaters.
- The PPT you presented tonight needed to be oriented to College Hill/CF more. Even Streetview (Google) photos would have been better than looking at images from D.C. etc. It seemed lazy & unprofessional. You could also just rethink it by showing us ideas of what works in Europe/ped malls, cafes, etc. It would have been great to have learned something new tonight.
- Public transportation to the Hill is poor; bike facilities (roads, racks) are poor, too





UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Q5 Approximately how much do you individually pay per month for rent?

Anonymous	Amount
10/03/2020 10:00 AM	435
10/03/2020 10:06 AM	\$250
10/03/2020 10:38 AM	433.00
10/03/2020 07:04 PM	\$1,350
10/04/2020 09:33 PM	\$395
10/04/2020 09:29 PM	400
10/04/2020 09:41 PM	370
10/04/2020 10:09 PM	325
10/04/2020 10:47 PM	\$355.00
10/05/2020 06:47 AM	375
10/05/2020 07:44 AM	415
10/05/2020 09:04 AM	360
10/05/2020 11:32 AM	\$580
10/06/2020 11:49 AM	400

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UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	Amount
10/06/2020 12:34 PM	\$360.00
10/06/2020 01:35 PM	680
10/07/2020 10:46 AM	Own the house
10/07/2020 04:32 PM	\$425
10/07/2020 07:04 PM	0
10/07/2020 10:18 PM	365
10/08/2020 09:26 AM	\$0.00

Mandatory Question (21 response(s))
Question type: Single Line Question

Q6 Approximately how much is the total house or apartment rent per month??

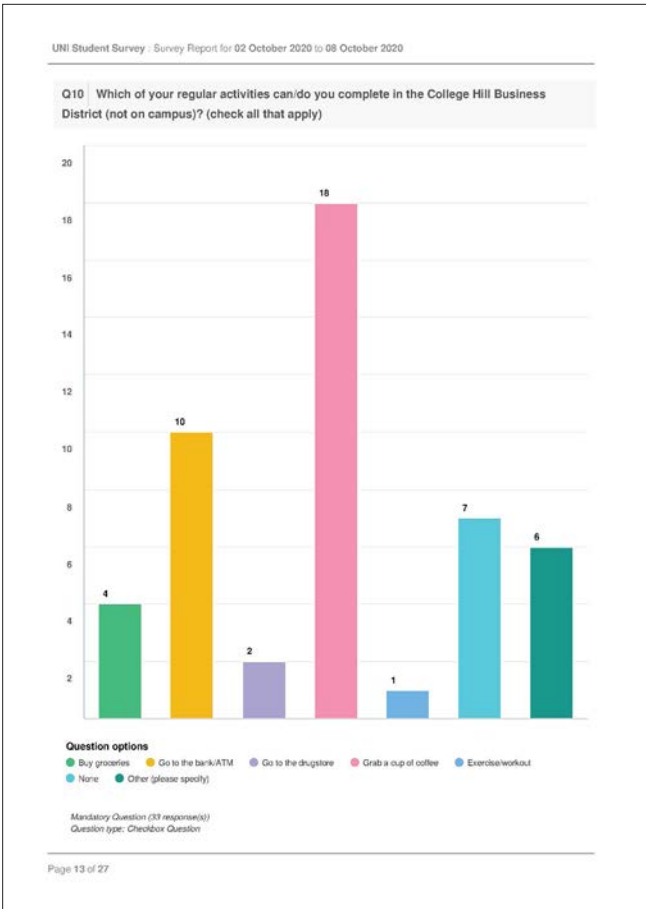
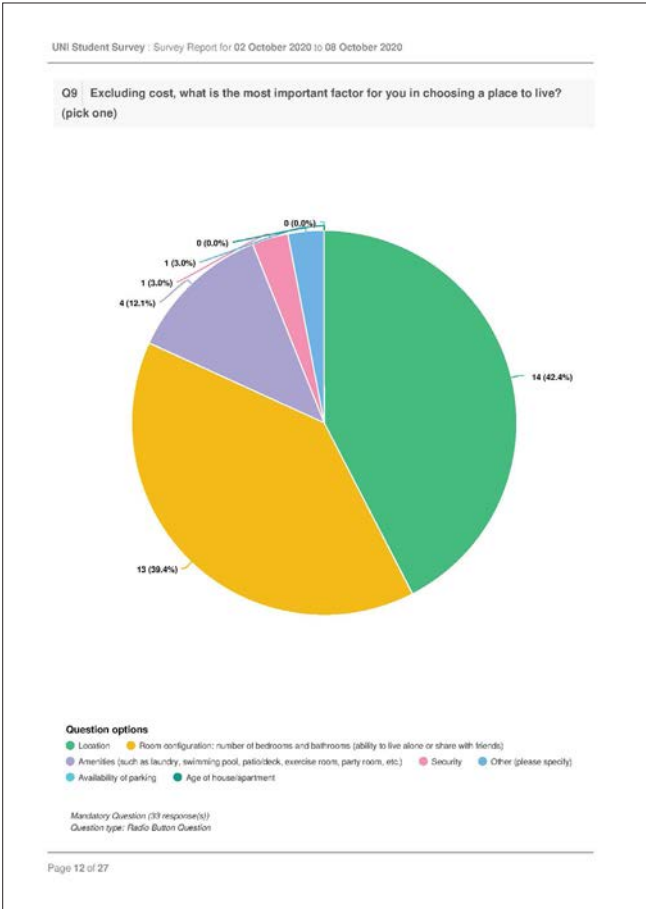
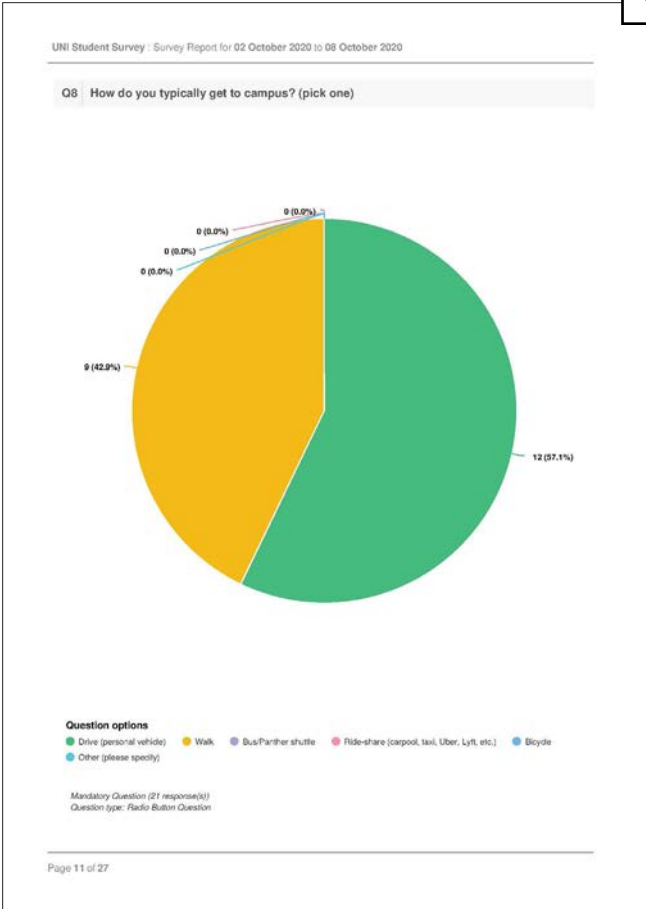
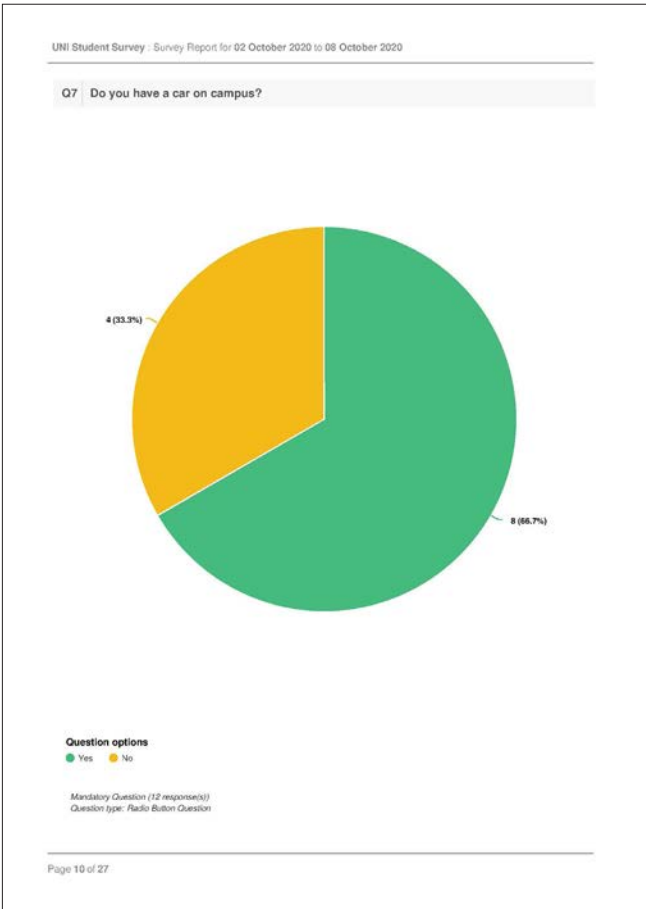
Anonymous	Amount
10/03/2020 10:00 AM	1740
10/03/2020 10:06 AM	\$500
10/03/2020 10:38 AM	1300
10/03/2020 07:04 PM	\$1,350
10/04/2020 09:33 PM	\$1580
10/04/2020 09:29 PM	1600

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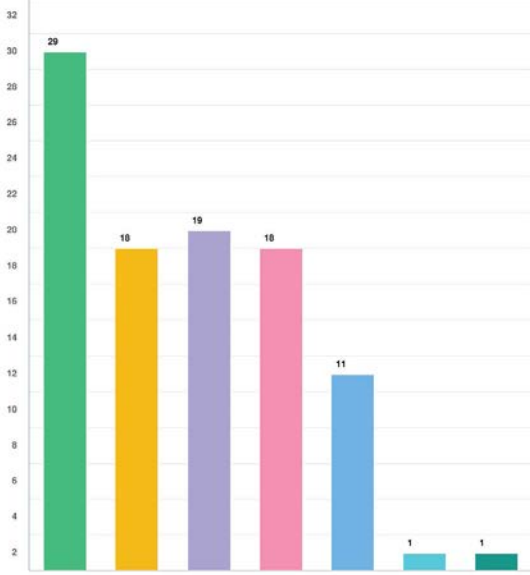
UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	Amount
10/04/2020 09:11 PM	1100
10/04/2020 10:09 PM	1300
10/04/2020 10:47 PM	\$1500.00
10/05/2020 06:47 AM	775
10/05/2020 07:44 AM	1660
10/05/2020 09:04 AM	1080
10/05/2020 11:32 AM	\$1250
10/06/2020 11:49 AM	1200
10/06/2020 12:34 PM	\$1,800.00
10/06/2020 01:35 PM	680
10/07/2020 10:46 AM	Own the house
10/07/2020 04:32 PM	\$850
10/07/2020 07:04 PM	0
10/07/2020 10:18 PM	1450
10/08/2020 09:26 AM	\$785

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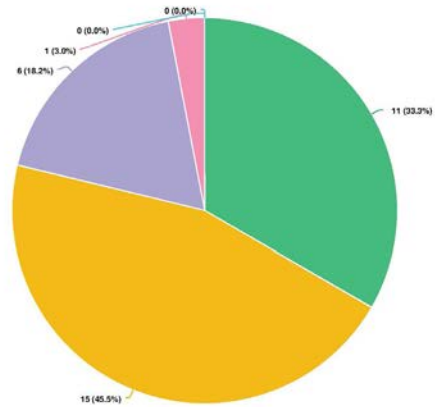
Q11 Which of your regular activities do you complete in other areas of Cedar Falls (not on campus or College Hill)? (check all that apply)



Question options
 Buy groceries Go to the bank/ATM Go to the drugstore Grab a cup of coffee Exercise/workout
 None Other (please specify)

Mandatory Question (33 response(s))
 Question type: CheckBox Question

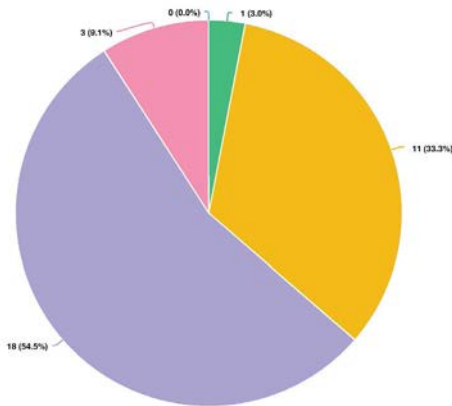
Q12 How often do you go out to eat (for any meal) in the College Hill Business District? (pick one)



Question options
 Never A few times a month 1-2 times a week 3-5 times a week 6-7 times a week
 More than once a day

Mandatory Question (33 response(s))
 Question type: Radio Button Question

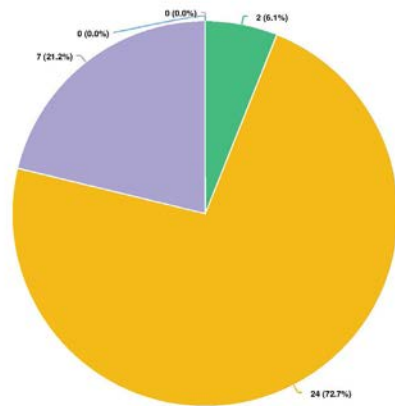
Q13 How often do you go out to eat in Downtown Cedar Falls? (pick one)



Question options
 Never Only when my parents come to visit A few times a month Every week More than once a week

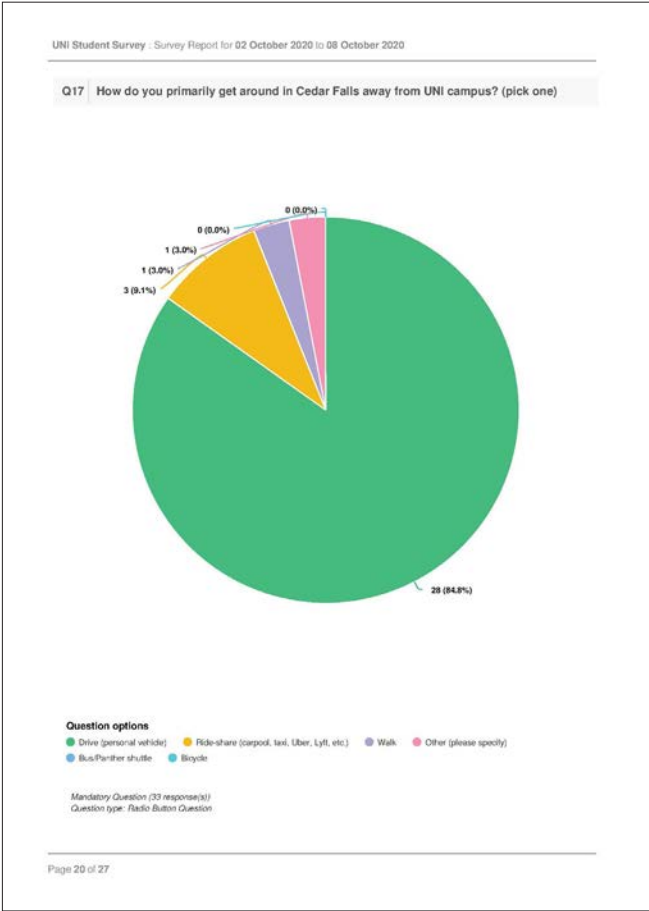
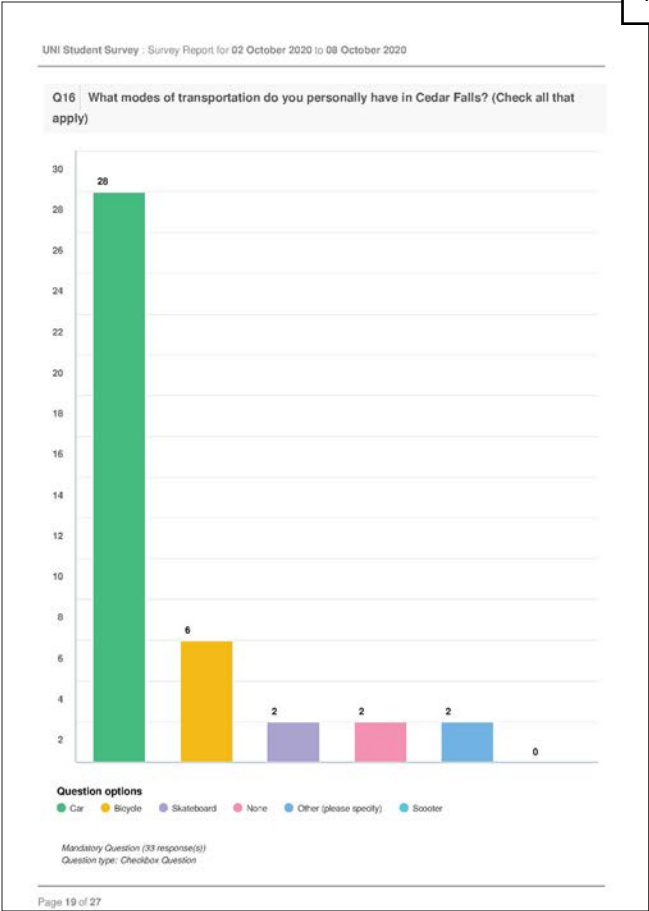
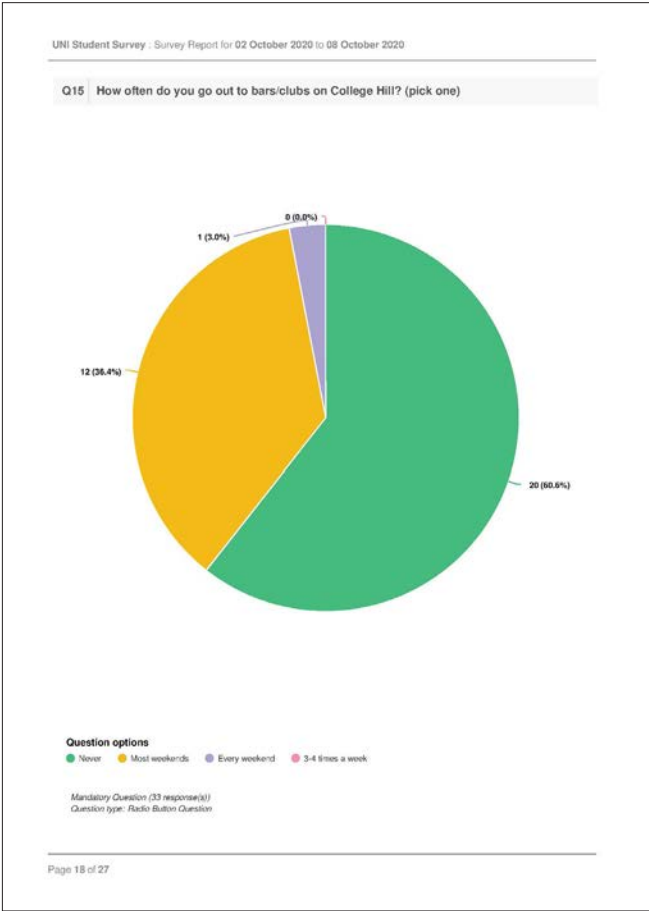
Mandatory Question (33 response(s))
 Question type: Radio Button Question

Q14 How often do you go out to eat in Cedar Falls other than Downtown or College Hill? (pick one)



Question options
 Never A few times a month Every week More than once a week Almost every day

Mandatory Question (33 response(s))
 Question type: Radio Button Question



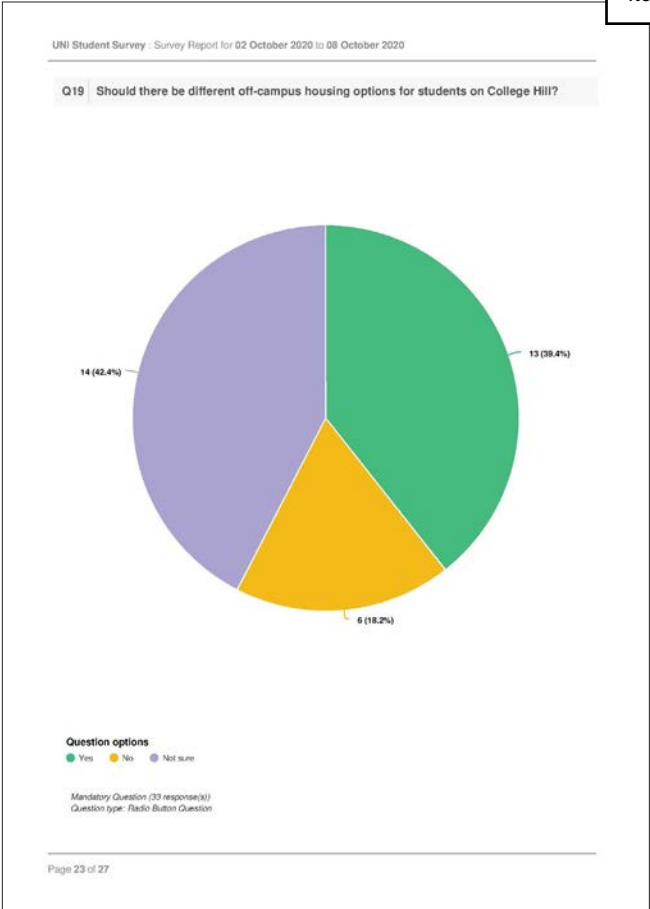
- UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020
- Q18 Is there a type of good, service, or activity that you wish were available on College Hill today?(Name as many as you would like)**
- Anonymous 10/03/2020 10:00 AM PANCHEROS
 - Anonymous 10/03/2020 10:06 AM Breakfast Place
 - Anonymous 10/03/2020 10:11 AM More fast food options/non-local shops. Students without cars would do a lot more business on college hill if it wasn't mostly bars.
 - Anonymous 10/03/2020 02:58 PM More food options
 - Anonymous 10/04/2020 01:31 PM A cute coffee shop that has plenty of space inside for students to study. I feel like Cedar Falls lacks nice coffee shops like Smokey Row or Cafe Diem. A coffee shop like this would be a great addition.
 - Anonymous 10/04/2020 04:21 PM insomnia cookies and dominos
 - Anonymous 10/04/2020 09:33 PM A breakfast cafe, nail salon, chick fil a, anything but another vape or tattoo place
 - Anonymous 10/04/2020 09:39 PM Sit down restaurant, ice cream,
 - Anonymous 10/04/2020 09:41 PM Breakfast food
 - Anonymous 10/04/2020 10:47 PM A smoothie place
 - Anonymous 10/05/2020 06:47 AM Grocery store
 - Anonymous 10/05/2020 07:32 AM skateboard shop
 - Anonymous 10/05/2020 07:44 AM McDonald's
 - Anonymous More restaurants rolled ice cream
- Page 21 of 27

UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

10/05/2020 08:04 AM	Anonymous	No
10/05/2020 09:38 AM	Anonymous	Grocery store
10/05/2020 11:32 AM	Anonymous	Anything other than more vape shops
10/06/2020 12:34 PM	Anonymous	sustainability shop weather it be reusable products or packaged food with less plastic
10/06/2020 01:55 PM	Anonymous	More food options, grocery store, gym
10/07/2020 10:48 AM	Anonymous	Grocery store, restaurant options with more food choices, a greener street with outside seating.
10/07/2020 06:32 PM	Anonymous	More local food options. Lots of fast food but not always my preferred choice.
10/07/2020 06:39 PM	Anonymous	Grocery, fast food
10/07/2020 07:04 PM	Anonymous	None
10/07/2020 10:16 PM	Anonymous	More food options that are cheap for college students.
10/08/2020 05:26 AM	Anonymous	Mini grocery store, karaoke bar, dance club

Optional question (25 response(s), 8 skipped)
Question type: Single Line Question

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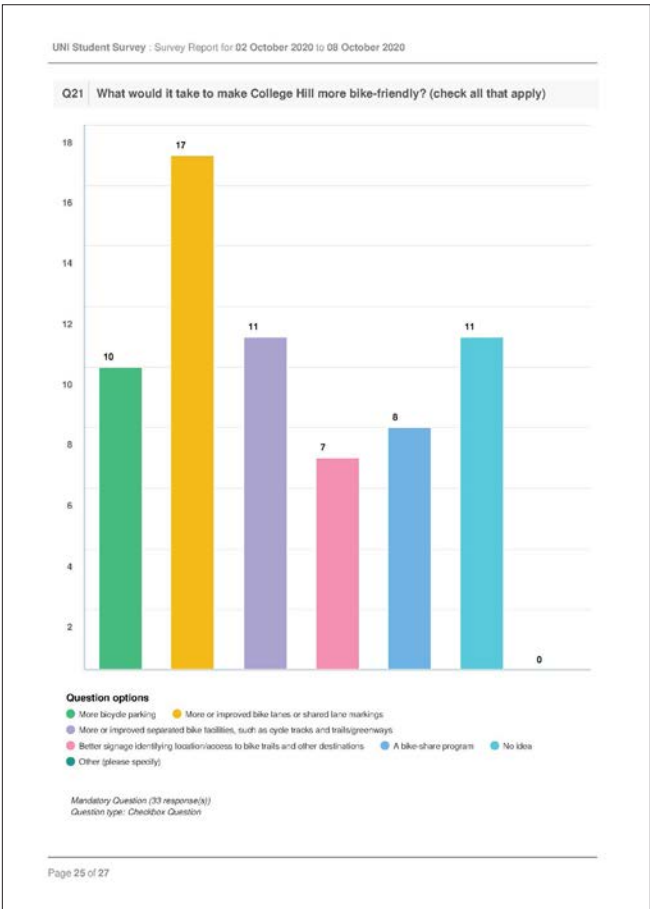
UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Q20 What type of housing would you recommend?

10/03/2020 10:06 AM	Anonymous	More Tiny Houses
10/03/2020 10:36 AM	Anonymous	Just nicer places and better noise control
10/03/2020 02:55 PM	Anonymous	Apartment or duplex
10/04/2020 02:14 PM	Anonymous	more aprtments
10/04/2020 09:41 PM	Anonymous	Nicer apartments
10/04/2020 10:47 PM	Anonymous	Apartments
10/05/2020 06:47 AM	Anonymous	Apartments that don't cost quite as much as other college hill places to live
10/05/2020 11:32 AM	Anonymous	More affordable options that are in good conditions and close to campus. Pet friendly.
10/06/2020 01:55 PM	Anonymous	Apartments
10/07/2020 10:48 AM	Anonymous	Condo style apartments
10/07/2020 06:32 PM	Anonymous	Off campus.
10/07/2020 07:04 PM	Anonymous	Full houses
10/07/2020 10:16 PM	Anonymous	Apartment

Mandatory Question (13 response(s))
Question type: Single Line Question

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Q22 How could walkability be improved around College Hill, including from nearby neighborhoods to the UNI campus?

- Anonymous 10/03/2020 10:00 AM More bus systems
- Anonymous 10/03/2020 10:06 AM Unsure
- Anonymous 10/03/2020 02:55 PM I personally do not know
- Anonymous 10/04/2020 01:31 PM Not sure
- Anonymous 10/04/2020 04:21 PM NA
- Anonymous 10/04/2020 09:33 PM Improved sidewalks and signage
- Anonymous 10/04/2020 10:47 PM Better crosswalks
- Anonymous 10/05/2020 07:32 AM Somehow making the sidewalks not so cramped
- Anonymous 10/05/2020 08:04 AM More parking
- Anonymous 10/05/2020 09:38 AM Add sidewalks on all the streets
- Anonymous 10/05/2020 11:32 AM Put sidewalks on every street. This is a horrible accessibility issue. I live on a street without a sidewalk, and it's very dangerous.
- Anonymous 10/05/2020 12:34 PM directional signs
- Anonymous 10/07/2020 10:46 AM Ensuring the sidewalks are in better shape (22nd st is very bad), closing the street from 22 to 23rd St
- Anonymous More accountability of drivers. Several times walking to class was nearly hit

- 10/07/2020 06:32 PM by drivers crossing streets in college hill district due to drivers not paying attention or always being aware.
- Anonymous 10/07/2020 07:04 PM Improved able to cross signage
- Anonymous 10/07/2020 10:16 PM Bigger sidewalks
- Anonymous 10/09/2020 08:26 AM No idea

Optional question (17 response(s), 16 skipped)
Question type: Single Line Question


Presentation via Web Video Streaming

Wednesday, October 14, 2020

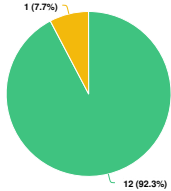
Work-in-Progress Survey

SURVEY RESPONSE REPORT
14 October 2020 - 01 November 2020

PROJECT NAME:
College Hill Work-In-Progress Presentation



Q1 Have you watched the Work-in-Progress presentation? (any version -- live planning commission meeting, video, or slides)

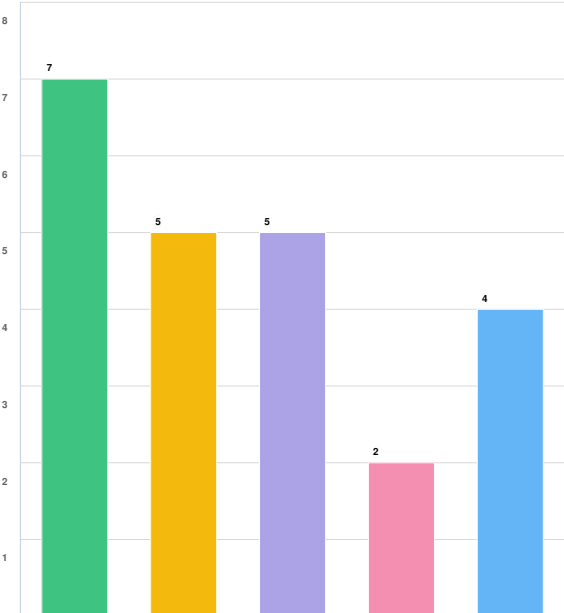


Question options
● Yes ● No

Mandatory Question (13 response(s))
Question type: Radio Button Question

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q2 What is your interest in the Imagine College Hill Vision Plan? (Please check all that apply)



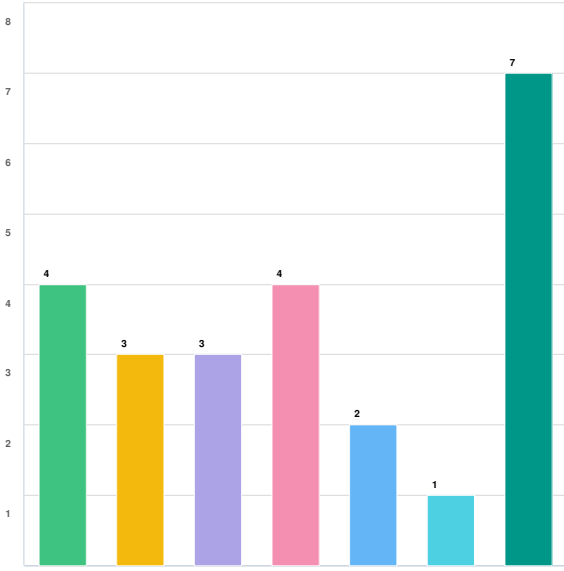
Question options
● I live in the study area ● I work in the study area ● I own property in the study area ● I go to school in the study area ● Other (please specify)

Mandatory Question (13 response(s))
Question type: Checkbox Question

Page 3 of 8

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q3 Which of the College Hill Vision Plan events did you attend or participate in? (check all that apply)



Question options
● January 2020 Public Kick-Off event at CEEE ● January 2020 Stakeholder Interview ● Virtual "Hands-On" Community Design Workshop on Saturday morning, October 3 ● UNI Student Survey ● Virtual Open Studio Q&A on October 5 or October 7 ● Virtual Technical Meeting or Stakeholder Interview (Monday, Tuesday, or Wednesday, October 5-7) ● The "Work-in-Progress" presentation is my first involvement

Mandatory Question (13 response(s))
Question type: Checkbox Question

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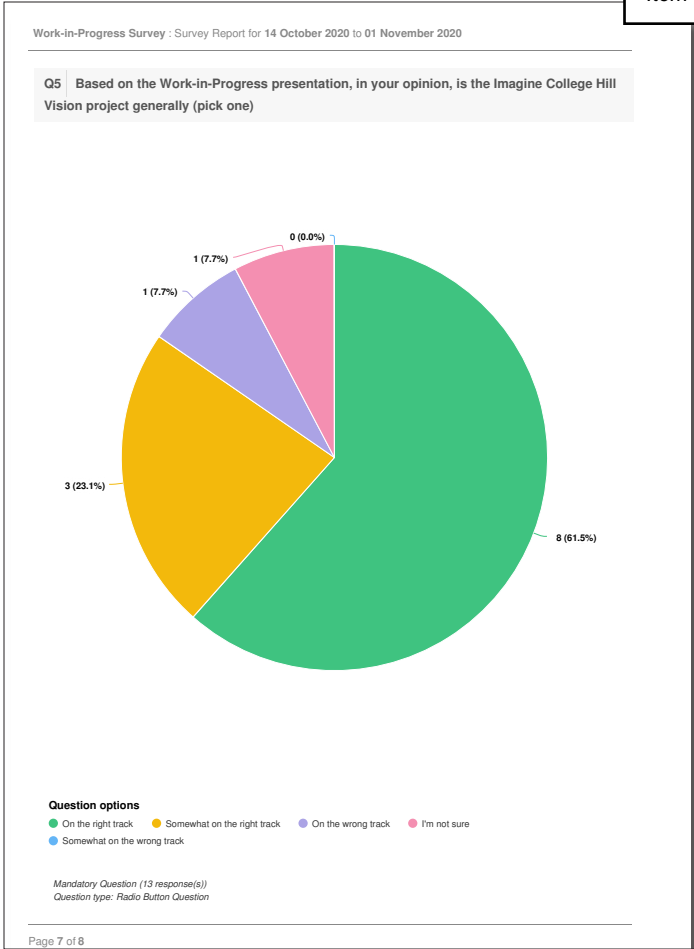
Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q4 | What was the most important idea that you heard in the Work-in-Progress presentation?

Anonymous 10/16/2020 10:59 AM	Connecting lower college hill to upper college hill.
Anonymous 10/22/2020 02:50 PM	street trees
Anonymous 10/27/2020 11:18 AM	Better zoning practices in the immediate area of the Hill and school (upzoning)
Anonymous 10/27/2020 12:21 PM	Walkability increase and maintaining neighborhood character
Anonymous 10/27/2020 01:21 PM	Connecting lower and upper hill
Anonymous 10/27/2020 02:41 PM	In an earlier October discussion, I heard that one objective is to provide more or better alternatives for student transportation between campus and downtown. I didn't hear an obvious solution but the problem was clearly identified.
Anonymous 10/27/2020 08:29 PM	Stabilize and enhance neighborhoods
Anonymous 10/28/2020 05:39 AM	Improving the dining and shopping options in the area.
Anonymous 10/28/2020 07:11 AM	How to get College Hill to easily connect not just to campus but other areas of CF including Downtown
Anonymous 10/28/2020 03:14 PM	Changing parking requirements so development can happen. Putting garages BEHIND housing in new prototypes.
Anonymous 10/30/2020 08:16 AM	..
Anonymous 10/30/2020 08:17 AM	i didnt hear it
dvsnothere 10/30/2020 08:31 AM	Expansion of bike lanes and securing affordable, quality food items in the area to reduce automobile transportation.

Mandatory Question (13 response(s))

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Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q6 | Please provide any additional comments here.

Anonymous 10/27/2020 12:21 PM	We need not rewrite the code to make it cheaper for developers to build without parking and guarantee them a profit. I heard that in the presentation, that we must make it profitable for developers. This can't be done be eliminating all parking.
Anonymous 10/27/2020 02:41 PM	To clarify the presentation – State the objective or the problem to be solved. It isn't obvious to all. Who will benefit and how? The graphics would be easier to interpret if you label/show North and a recognizable landmark.
Anonymous 10/27/2020 08:29 PM	Looks great!
Anonymous 10/28/2020 05:39 AM	The area needs more greenery the potential options looked great. More multi use commercial/residential
Anonymous 10/28/2020 03:14 PM	Nice idea with gas station at Seerley and Main, too (gas in back), and connecting upper and lower Hill, and other infill ideas. Also, love the idea of the closed piece of 23rd street to a plaza for festivals.
Anonymous 10/30/2020 08:16 AM	..
dvsnothere 10/30/2020 08:31 AM	I am also in favor of creating more green spaces especially along Dry Run Creek so we integrate with the landscape and so more to connect with CF's resiliency and stormwater run off plans.

Optional question (7 response(s), 6 skipped)
Question type: Single Line Question

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During the Imagine College Hill Project, the consultant team reviewed the recent College Hill parking study and studied the current residential parking requirements from the perspective of both the local real estate market, and basic site layout and building design. The recommendations to reduce the minimum parking requirements in the *Market Considerations* (p. 17) and *Appendix* (p. 62); *Transportation Review* (p.18); and *Illustrative Projects* (p.45) sections of this plan are based on this analysis and the aspiration to have more students living within walking distance of campus.

The current minimum parking requirements are one space per bedroom, which in the College Hill/UNI context assumes that every student has a car. (While historically many college students shared bedrooms, the current student rental practices indicate that is no longer the case. Even the UNI dormitories have moved toward single-room occupancy.) Any renter who does not have a car will be paying for a space that they do not need and do not use. A mandated-but-unused parking space on College Hill is expensive land that could be put to a better use. The exact number of students who have cars may fluctuate a few percentage points from year to year, but it is always well below 100%.

The Prototypical Projects that are illustrated were created for this Vision Plan and based on real-world figures: typical apartment sizes (1000 square feet per 2-bedroom apartment) and standard parking space configurations. The table below provides the unit and bedroom counts for the projects as illustrated, with ground floors being non-residential, and including the increase in units created by adding floors to the building (with parking spaces remaining constant). The estimated amount of on-site surface parking that could be provided on each site is based on a calculation of: the area remaining after the building footprint area and the vehicular circulation area are subtracted from the total lot area. *Note that only one of the Prototypical Projects below would meet the current parking requirements, underscoring the importance of revising the standards if redevelopment and intensification of student housing near campus is the goal.*

TABLE KEY:

Yellow Boxes: the number of parking spaces that can fit on the lot as illustrated

Red Boxes: the parking provided does not meet the ratio at the top of the column; therefore the project would not be permitted

Green Boxes: the parking provided does meet the ratio and therefore the project would be permitted


The "parking sink" on the bottom row provides the number of parking spaces in the prototypical off-site parking lot illustrated on p.56.

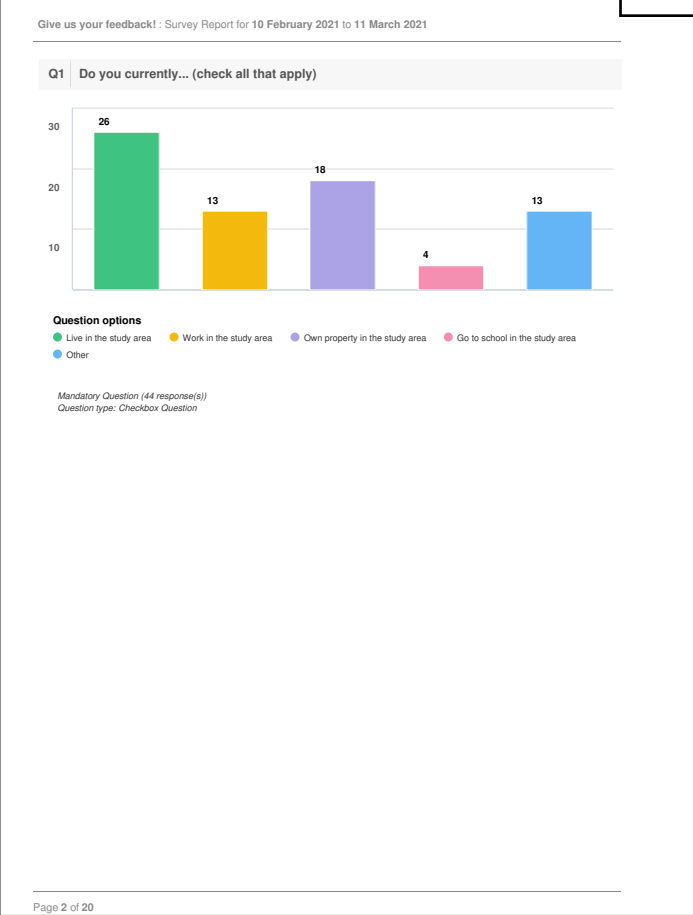
IMAGINE COLLEGE HILL -- PROTOTYPICAL PROJECT PARKING SUPPLY					
Configuration	Site	Units/BRs	Current Rate 1/BR	.75/BR	.5/BR
# of Spaces 3 Stories 4 Stories	<u>22nd & College</u>				
	19 spaces				
		12 du/24 BR 19/38	N N	19 Y 28 N	13 Y 19 Y
# of Spaces 3 Stories 4 Stories	<u>21st & College</u>				
	40 spaces				
		22/44 33/66	N N	33 Y 50 N	22 Y 33 Y
# of Spaces 3 Stories 4 Stories	<u>22nd & Merner</u>				
	54 spaces				
		25/50 37/75	Y N	37 Y 56 N	25 Y 37 Y
# of Spaces 3 Stories 4 Stories	<u>23rd & Merner</u>				
	27 spaces				
		14/28 21/42	N N	21 Y 32 N	14 Y 21 Y
	<u>Parking Sink</u>				
	166 spaces				

Give us your feedback!

SURVEY RESPONSE REPORT
10 February 2021 – 11 March 2021

PROJECT NAME:
Draft Imagine College Hill Vision Plan





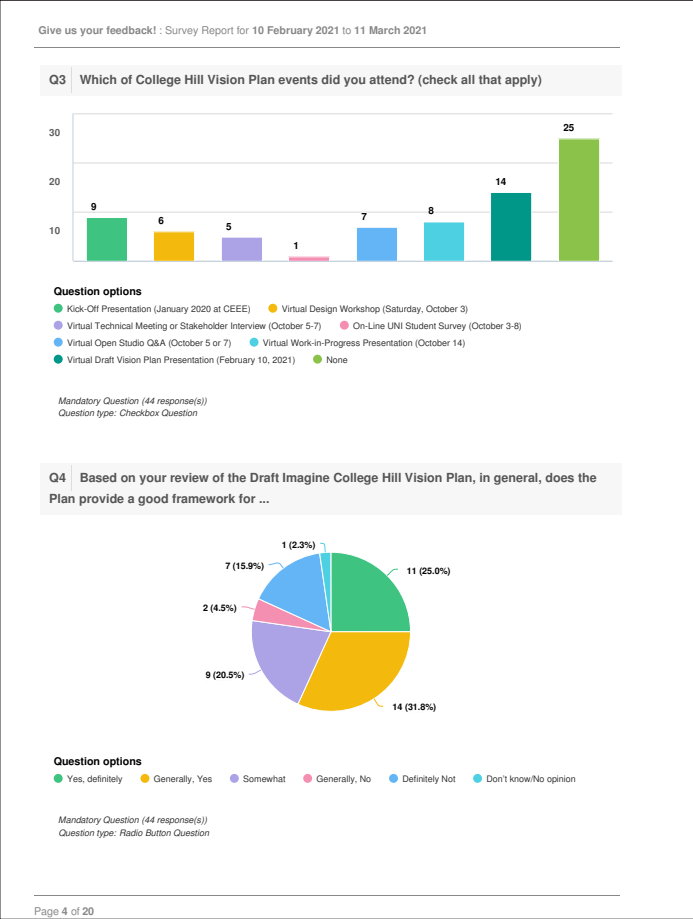
Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q2 If you answered 'OTHER,' please explain.

Anonymous 2/16/2021 02:53 PM	I was a faculty member at UNI and know this area fairly well.
Anonymous 2/16/2021 06:44 PM	Shop, dine, and attend events in the study area
Anonymous 2/19/2021 11:38 AM	I also shop in the area, walk in the area, and am well-connected with neighbors and others living here.
Anonymous 2/25/2021 06:29 AM	Live in Cedar Falls
Anonymous 2/28/2021 06:40 PM	Live in cedar falls
Anonymous 3/09/2021 04:59 PM	Am up on the hill almost daily.
Anonymous 3/09/2021 05:20 PM	Visit area
Anonymous 3/09/2021 06:05 PM	Visit
Anonymous 3/09/2021 08:56 PM	I live North of Campus, just off 1st street
Anonymous 3/10/2021 04:57 AM	Frequent customer to the area
Anonymous 3/10/2021 05:32 AM	other
Anonymous 3/10/2021 07:49 AM	I live in the Birdsall area so drive through here frequently or order take out from this neighborhood.
Anonymous 3/10/2021 02:10 PM	I am a former UNI grad and currently a resident of Cedar Falls but do not live in the college hill district.

Mandatory Question (13 response(s))
Question type: Single Line Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q5 Do you have any comments or questions about the PLAN RECOMMENDATIONS in the EXECUTIVE SUMMARY.

Response	Count	Percentage
Yes	24	54.5%
No	20	45.5%

Question options
 Yes No

Optional question (44 response(s), 0 skipped)
 Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q6 Please identify the specific Plan Recommendation(s), if applicable.

Anonymous 2/16/2021 02:53 PM
 While I agree there is a major parking situation, the plan seems to really hit that hard. The consultants seem to think that college students will live in the area and NOT bring their cars to Cedar Falls. Do they actually know college students?? And I wonder why you are considering clear up to 12th street as part of College Hill???

Anonymous 2/19/2021 11:38 AM
 This is a great plan. It's visionary and will assist in providing good public space and connection between neighborhoods and college hill. I appreciate the aesthetic as well. I appreciate anything tying in interests of the various constituents in the area and not just something that will benefit the almighty dollar. Thank you for considering this plan and thanks to all who have worked so hard on it.

Anonymous 2/22/2021 03:54 PM
 I appreciated that the College Hill Partnership was included in the priorities listed in the Executive Summary. I would like to see in the "Create gateways to College Hill to provide a sense of arrival" section: a note that these gateways to the area are very important as the Hill is one of the first places that visitors to Cedar Falls by way of the university see. The Hill should play a vital role of inviting university visitors into the rest of the city.

Anonymous 2/25/2021 06:25 AM
 What are you going to do about mixing in student housing in residential neighborhoods when they have loud parties and don't respect their neighbors? What about upkeep of those properties such as snow removal and mowing the lawn? Will off street parking always be available so the streets aren't filled with cars?

Anonymous 2/25/2021 06:26 AM
 What businesses were actually part of this survey? Seems like a lot of money for consultants with limited input of citizens.

Anonymous 2/25/2021 06:29 AM
 Please don't add more housing specially the tall buildings like they did downtown. I feel it got rid of the small town feel. Plus it doesn't match they rest of the downtown. I love the bike path idea as long it is not in the street.

Anonymous 3/09/2021 11:23 AM
 The vision and recommendations look really good, but the means to get there are less clear. I know that the idea is that changes to city code will help, but it's going to take a lot more than that to get there. I'm also not clear what is meant by "stabilizing the neighborhood" and want to make sure that this means preserving both historical character, amenities that support a strong community, and expanding the unique mix of human diversity. One important part of that is a revitalized Seerley Park, which was not part of this plan but definitely should be since it is owned by the city and under its direct control and management and is the heart of the neighborhood.

Anonymous 3/09/2021 05:25 PM
 1. Create a thoughtful vision plan to manage change over time. • Reflect on the past, consider the present, look to the future Cedar Falls has a history as a sundown town, has difficulty attracting Black residents (and visitors), and is

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

currently embroiled in community tension as a result of active/ongoing racism, which has never been addressed in a systemic way. Our city government is comprised of white people only. It appears as if the key partners in this consulting firm are also white. I'd imagine very few Black people were engaged in any of the stakeholder meetings or input gathering sessions. Since we know land use policy and planning and zoning code has long been used as a tool to reinforce systemic racism, I would expect to see some mention of race in the plan - at the bare minimum. How have our policies impact BIPOC? How do they currently? How can we write better code and policy which works to actively make corrections for such? How can we build to be a more inclusive community in the future? At the very least, the city needs to ask itself these questions. As we prepare a vision and plan for the future of our community - which will result in a rewriting of our p&z code - we need to be able to say we had the conversations, and did the research to arrive at answers. It is completely negligent for a team of entirely (?) white city administrators, electeds, consultants, and stakeholders to plan for the future of this community without a single mention of race.

Anonymous 3/09/2021 06:04 PM
 Parking needs improvement. Tear down a couple old properties.

Anonymous 3/09/2021 07:00 PM
 We need to have viable businesses. There are too many vape shops, etc. This is no way to get families to move to the district. For that matter, why would those of us who have lived in the district for 38 years stay? Mainly because our house values have declined over the years because of the rentals and horrible landlords.

Anonymous 3/09/2021 07:58 PM
 As revisions to zoning are considered, I would like to ask that issues of equity and diversity be considered. Making the College Hill area both welcoming for all, and affordable, is extremely important. Public transit access needs to be improved so that those without cars can access the area (that will also help the parking issue), along with connecting the bike trails.

Anonymous 3/09/2021 08:56 PM
 We like the addition of more trees/greenscape in all of the plans. College Hill needs that! It will make the area more appealing. Redevelopment needs to proceed carefully in residential areas- too many homeowners in Cedar Falls have had homes on their block converted to college rental properties that are not properly maintained. Nobody should have to walk up and down their street collecting beer bottles in what is a residential neighborhood because college students who have no interest in maintaining the home's value and have no regard for their neighbors. Set up specific College housing zones, spend some of the development \$\$ to buy homeowners who want to move out at a fair market value.

Anonymous 3/09/2021 11:39 PM
 College Hill is more a part of UNI than it is the City of Cedar Falls. We already have enough bike paths and sidewalks. Main roads (18th and College St) already have large paintings on them to "share the road". Currently about 10000 cars to every bike. Don't see any bikes five months a year because of our weather. It makes the bike crowd happy but pisses

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

everyone else off. Tax them somehow to pay a users fee like the cars currently pay for roads and maintenance though a gas tax. The city feels that everything else should be self sufficient. College Hill is no longer family friendly. All that is currently there are liquor stores, vape shops, bars and tattoo parlors. Not things my family is attracted to. Focus on getting the student base up. They are down 4000 students. None of this is bringing more students here and won't. We don't need a grocery store because the last one closed 30 years ago. Get real. Focus on the real problems not the liberals "wish" list. Get your head out of the sand. Parking is and will always problem. The studies are a waste of tax dollars and be better used.

Anonymous 3/10/2021 08:07 AM
 The growth of the Hill area means an increase of heavy truck traffic. This is natural and should be expected. All goods must be trucked to the neighborhood, typically using tractor trailer sized vehicles. Then all the waste and trash must be trucked out using large refuse collection trucks. Transportation planning should include accommodations for these large trucks. The streets generally impacted are University Ave., College St. and 18th St. Large trucks can not turn around easily. The alley access points at the rear of the Hill business do not allow for easy loading zones. Loading operations typically are done from the street front, which then constricts other traffic flow. The renderings presented on line showing the wonderful streetscapes should be drawn with samples of large delivery trucks. Thank you for the opportunity to comment.

Anonymous 3/10/2021 10:26 AM
 A reduction of the emphasis on alcohol, cbd/thc, Kratom, vaping and other dangerous and predatory business interests.

Anonymous 3/10/2021 10:33 AM
 I'm so disappointed to see the number of marijuana, alcohol, and tattoo places in the College Hill area. Can we have some things that promote positive behaviors and lifestyles?

Anonymous 3/10/2021 06:53 PM
 I have become aware of the lack of outreach and inclusion in the plan of cedar falls' minority BIPOC population. How will this be remedied?

Anonymous 3/10/2021 06:54 PM
 Lot of great effort in this and applaud putting this together. It hard to see how there's really a true need for high density housing given the 1) current enrollment of the university, 2) given the monopoly a certain owners with what seems to be a one sided CPH. Hard for the "little" guys to get a fair voice or even what to show up at any meetings.

Anonymous 3/10/2021 09:29 PM
 I want to make sure that the plan considers the impact of code changes on diverse people/people of color. The current stakeholders (myself included) in Cedar Falls are all or mostly white. The future Cedar Falls needs to be more welcoming and diverse. How can plans for the future and recommendations for changes in the code address that? We need to think deeply about the structures we make and amend, and how that moves us to a more diverse and welcoming place in the future.

Anonymous
 I have a concern that the plan builds on the work of College Hill Partnership.

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

3/10/2021 10:05 PM

The partnership is predominantly controlled by one developer and his colleges, so I would not put that much merit in what they might push for. I can see there is not a good understanding of the college rental market and how it evolved as the campus grew, particularly when the enrollment out grew the dorm space in the 60's on to the peak enrollment in roughly 2002 I believe when the campus enrollment went over 14,000. The character neighborhoods are not big enough that show the student rental market.

Mandatory Question (20 response(s))
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q7 Do you have specific comments and/or questions on the ANALYSIS section of the Imagine College Hill Vision Plan?

Response	Count	Percentage
Yes	7	15.9%
No	37	84.1%

Question options
Yes No

Mandatory Question (44 response(s))
Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q8 Provide us your specific comments here! Please reference specific sub-sections or page numbers in your response, if possible.

Anonymous
2/22/2021 03:54 PM
I appreciate the inclusion of feedback from the university students especially the highlight of mobility. There is a lot of speculation about the university students and their transportation habits and requirements by the greater community. Many times the speculation is just an assumption and not based on data for feedback from the current student population.

Anonymous
2/25/2021 06:26 AM
How many bikes have been on campus from November through February? Bike paths used when students are gone in the summer? Campus already has enough concrete. College Hill is now part of UNI. Parking is and always has been the number one concern on campus and downtown. I'm not going to ride my bike or walk in the cold or hot humid day to go out. Get real. Ask the masses, not the fringe groups that continually push the agendas.

Anonymous
3/09/2021 04:59 PM
Need much more parking.

Anonymous
3/09/2021 07:00 PM
The meetings were not well-advertised or presented online. As residents of the district and full-time workers, we don't have time for this nonsense. Also, to do this study during COVID-19 was nuts!

Anonymous
3/10/2021 06:54 PM
Don't see any value in high density just so one can justify their building project.

Anonymous
3/10/2021 09:29 PM
YES -- UNI should take a more active role in helping the neighborhood solve the parking issue. They have SO MUCH space, but does so little -- it forces parking out into the neighborhood. So, let people park in the parking garage. Sell parking spaces! It's hardly used! Coordinate parking management with UNI. The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the "free" on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the Imagine College Hill Plan is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.

Anonymous
3/10/2021 10:05 PM
again, the borders for the student dominant area needs to be expanded.

Mandatory Question (7 response(s))
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q9 Some of the sub-sections of the IMAGINE COLLEGE HILL FRAMEWORK section of the College Hill Plan are listed below. Please select which sub-sections you'd like to comment on, if any.

Sub-section	Count
Big Ideas	10
Character Areas	7
Building Frontages	8
No Comment on any sub-sections	29

Question options
Big Ideas Character Areas Building Frontages No Comment on any sub-sections

Mandatory Question (44 response(s))
Question type: Checkbox Question

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Q10 Leave us your comments or questions about the BIG IDEAS for College Hill.

- Anonymous**
2/16/2021 02:53 PM
The plan looks great. Is it realistic? Remake the streets? Remake store fronts? Where does the funding come from?
- Anonymous**
2/16/2021 04:48 PM
Overall, the plans for transforming the Dry Run Creek area as greenspace is sound and quite positive. However, we should add mitigation against urban flooding by not building a walk way covering over the creek between Petterson Plaza and Olive St. We need to secure our investment by allowing potentially record-level floodwaters to flow through rather than be squeezed by a longer drainage culvert beneath College St and Petterson Plaza.
- Anonymous**
2/16/2021 07:38 PM
The Big Ideas are all spot-on and the city and neighborhood need to take these up.
- Anonymous**
2/22/2021 03:54 PM
I think these big ideas really capture the desires of the community to improve College Hill.
- Anonymous**
3/09/2021 11:23 AM
Big support for enhancing neighborhood, linking upper and lower hill and treating natural areas as amenities
- Anonymous**
3/09/2021 07:00 PM
Get rid (or limit) the number of liquor stores and vape shops.
- Anonymous**
3/09/2021 07:58 PM
I really like the idea of multi-use buildings, as well as making sure there is green space. I'd like the whole area to be environmentally conscious, as well as improving accessibility via pedestrians and bikes and public transit.
- Anonymous**
3/09/2021 07:58 PM
loved the comment about a UNI students family coming to the hill & having it be a friendly, vibrant neighborhood. I've been frustrated with the amount of smoke shops we currently have :/ we need more places like sidcar, milkbox, mohair pear, octopus!
- Anonymous**
3/10/2021 05:32 AM
none
- Anonymous**
3/10/2021 09:29 PM
1. I love these ideas (below). Is there something we can do to prevent racial discrimination against renters in the code? Or related laws the city needs to make. The discrimination is a REAL thing. Look at CF's population. Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus and the local businesses (see p. 35)-Maintain regulations prohibiting the conversion of single-family

houses into apartments outside of designated areas-Adjust parking requirements to ensure College Hill is "the place" where students can live without a car-Revise parking requirements to enable and encourage less expensive (market-rate) housing-Work with UNI to promote car-free living for students 2. As a long-time member of the College Hill Partnership, I find the city is prohibitively restrictive on cafe seating, public events with alcohol, adding decorative lighting across College St., and doing public street closures for things like the College Hill Farmers Market. Community Main Street gets an easy path on much of this. The city tends to view College Hill as full of stereotypical drunk students, so it makes it very difficult for us to be taken seriously as a community with students, families, and others. They go out of their way to steer development to downtown, but treat College Hill like an afterthought. Some in the staff and city council, in particular, imagine the Hill how it was in their college days, and think the standards from the 1970s and 80s (crappy rentals and few regulations) are completely fine. So, we like the ideas below, but need the city to take us seriously, and help nurture the Hill to be a better place. Big Idea: Increase retail and dining options Implementation Steps-Continue supporting the College Hill Partnership—economically and politically-Incentivize increased housing near campus to create more neighborhood support for retail and business options-Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)-Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

Mandatory Question (10 response(s))
Question type: Essay Question

Q11 Leave us your comments or questions about the CHARACTER AREAS identified for College Hill. (Please include the name of the individual character area, if applicable.)

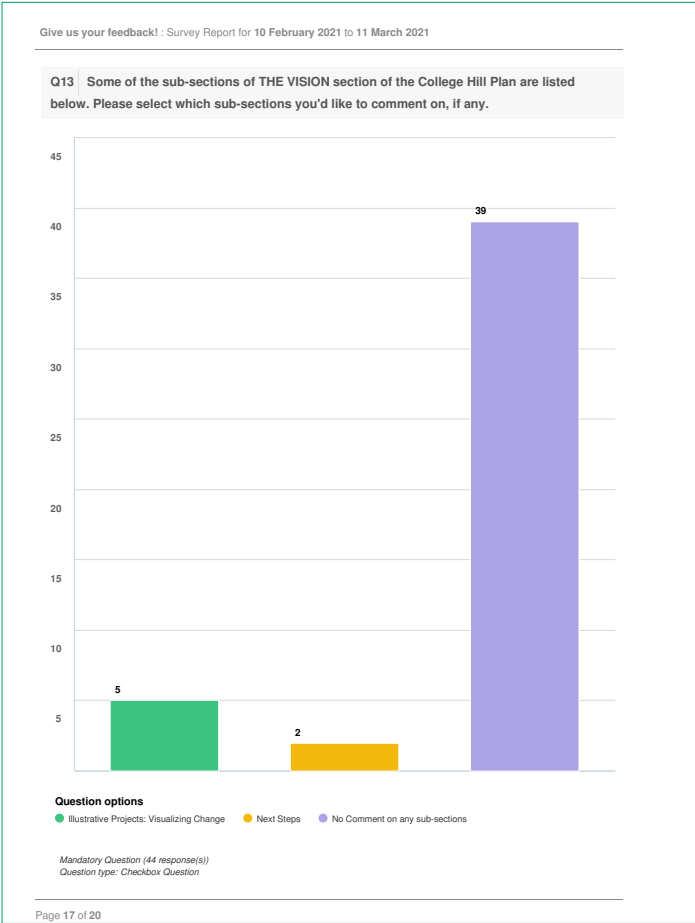
- Anonymous**
2/22/2021 03:54 PM
Something minor but I do question why the houses along w 18th street (South Side) are included in Fairview Neighborhood I would think that would be included in Seerley Park and Clay Street Park.
- Anonymous**
3/09/2021 11:23 AM
Seerley Park is an important element to the neighborhood character area.
- Anonymous**
3/09/2021 07:00 PM
The character of the College Hill area is not appealing. Liquor stores, vape shops, unclassy bars, etc.
- Anonymous**
3/09/2021 08:56 PM
With residential housing up to the edge of campus along University Ave, anything that designates that you are now entering campus will be great.
- Anonymous**
3/10/2021 05:32 AM
none
- Anonymous**
3/10/2021 10:33 AM
Can we have some things that promote positive character development? Art gallery? Live music venue? Increase the farmer's market? I love the Arts Festival - is there some way there could be a space for more art? Maybe showcase some of the UNI art students' and/or faculty works, as well as work by community members? Maybe a "Made in Cedar Falls" shop that sells works by local people. Music venues with live music --- again, could be UNI music students, community people that play and/or sing, could even be a garage band. Anything that encourages healthy cultural activities.
- Anonymous**
3/10/2021 10:05 PM
If the character areas are not representative of what the population in those areas are the "vision" will be flawed. This applies to all of them but predominantly the yellow area they are calling Seerley park neighborhood. To be effective this area needs to be split up in several subgroups. North of 18th street is very different than Walnut, Iowa, and Tremont streets directly East of Campus. The Orange area representing the very dense student population needs to expand further east, south east, and pick up the area north of the creek on the other side of University. Essentially the College Hill Neighborhood Overlay. This is where students should be encouraged to live. They are in town to go to the University. Let them live by the University in the manner that suits them.

Mandatory Question (7 response(s))
Question type: Essay Question

Q12 Leave us your comments or questions about the BUILDING FRONTAGE TYPES identified for College Hill. (Please include the name of the individual building frontage type, if applicable.)

- Anonymous**
2/25/2021 06:26 AM
Are we building a second Downtown with the same failures.
- Anonymous**
3/09/2021 05:49 PM
.
- Anonymous**
3/09/2021 06:04 PM
No more smoke shops.
- Anonymous**
3/09/2021 06:05 PM
Keep it Iowa centric- not some European vision!
- Anonymous**
3/09/2021 07:00 PM
Everything needs an update—inside and outside.
- Anonymous**
3/09/2021 07:58 PM
See above - multi use buildings similar to those working well in downtown would be really practical.
- Anonymous**
3/10/2021 05:32 AM
none
- Anonymous**
3/10/2021 06:53 PM
remedied? Am less concerned with frontage than with keeping a diversity of businesses. Since the visioning we have added 2 liquor stores and a vaping store.

Mandatory Question (8 response(s))
Question type: Essay Question



Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q14 Leave us your comments or questions about any of the ILLUSTRATIVE PROJECT pages. (Please provide the project number or name with your response.)

Anonymous
2/16/2021 04:48 PM
Trees are extremely important and necessary to replace our devastated canopy. I really approve of the redevelopment of 23rd St. between College and Olive.

Anonymous
2/16/2021 07:38 PM
Beautiful. This is what we need.

Anonymous
3/09/2021 07:00 PM
It would be nice to have an area that mimics downtown Cedar Falls without having to drive to downtown and having to find parking.

Anonymous
3/09/2021 07:58 PM
loved these visuals! i am excited to see a change!

Optional question (4 response(s), 40 skipped)
Question type: Essay Question

Q15 Leave us your comments or questions about the NEXT STEPS section.

Anonymous
3/10/2021 10:05 PM
I was not aware the survey would be referring back to the presentation, which is quite lengthy (not a bad thing). Many people are not aware of the Vision plan and truthfully it was hard to find the link to the survey. I will respond by email after taking another look at the presentation.

Optional question (1 response(s), 43 skipped)
Question type: Essay Question

Q16 If you wish to provide any additional comments or questions, please use the space below.

Anonymous
2/15/2021 02:53 PM
I like parts of the vision. But please get realistic about this. AND - consider that the enrollment at UNI is not only way down now, but most likely will never get back to where it was in the fall of 2012 (i.e. over 13,000).

Anonymous
2/16/2021 06:44 PM
I fully support this vision plan. Comprehensive and forward thinking. Thank you!

Anonymous
2/22/2021 03:54 PM
I think the vision plan clearly describes exactly what we have been hearing in the public but also what was said in all of the public meetings. I am excited to see how this vision plan changes the hill over the long term. I hope that

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

others in Cedar Falls will embrace this plan and be willing to take the steps to move it forward. Especially when it comes to changing the parking requirements close to campus to be able to execute the overall vision of enhancing the area.

Anonymous
2/25/2021 05:50 AM
Maybe we should start by looking at the types of businesses that are on The Hill. We have Vap Shops, liquor stores, tattoo parlors, and bars. What part of this does the city see as progressive to the city. Nothing that is family friendly. We live around the area and there is currently nothing I would ride my bike to. Maybe if we got true leadership, increasing UNI student base would be a good start. Nothing in this plan addresses the real problem All the city seems to care about is density and a few developers. We don't need a grocery store. We had one before and it was not profitable. The sad part is as alumni, the complete failed leadership has led my three children to go elsewhere to college.

Anonymous
2/25/2021 06:26 AM
Use the taxpayers monies wisely. Quit changing the rules for a few developers. There only in it for the money, not the neighborhood.

Anonymous
3/09/2021 04:59 PM
More parking.

Anonymous
3/09/2021 05:49 PM
.

Anonymous
3/09/2021 07:00 PM
I think I've said enough.

Anonymous
3/09/2021 07:58 PM
I love cedar falls, i love college hill. i graduated from UNI in 2001, i'm excited to see it become a more vibrant place to shop, get coffee to meet people & eat! appreciate all that you're doing!!

Anonymous
3/10/2021 04:57 AM
Very comprehensive plan! Well done!

Anonymous
3/10/2021 07:49 AM
I like the idea of a mini target or something similar so students have the ability to walk to a store to get more of their needs met rather than bars everywhere. All I see are bars and smoke shops.

Anonymous
3/10/2021 10:33 AM
Thank you for considering my suggestions. I love Cedar Falls! and I would love for it to be the happiest, healthiest community in Iowa!

Anonymous
3/10/2021 02:10 PM
The plan is nice but I think we are missing the mark. Development across our state is becoming very "cookie cutter", everyone is doing the same thing... Brick buildings with strategic architectural features so it fits in with the modern day trend. Why not be bold, do something unique that is going to stand out and attract more people to the area. College Hill has the potential to be a "mini-las vegas" if you will. Bright neon signs, outdoor speakers that play

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

music; an attraction that people would flock to just for the atmosphere/experience. There is potential to make College Hill so much more than a residential attraction, it could bring in visitors from all over which would have an enormous economic impact for our city. My point is, I think we could go bigger/more unique with the overall plan.

Anonymous
3/10/2021 06:53 PM
I know concerns about cedar falls' race issues have been raised to city council and p&z. Each day our ability to be inclusive becomes more important. I know it is the 11th hour on these plans but I urge that we devise some way of intentionally including more diverse voices. Thank you.

Anonymous
3/10/2021 09:29 PM
Missing middle-housing is very important. It would be nice, as the Hill is zoned, to step back the housing size from the center as it moves into blocks of single family housing. I don't mind some mixture, either, but not cheap, boxy vinyl-sided structures that ruin the value and character of the neighborhood.

Anonymous
3/10/2021 10:05 PM
this is a good start... long way to go...

Optional question (16 response(s), 28 skipped)
Question type: Essay Question

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Christopher R. Martin
421 W. Seerley Blvd.
Cedar Falls, IA 50613

April 9, 2021

To the Members of the Cedar Falls City Council,

I am the president of the College Hill Partnership, have been a member of the CHP's board since its founding in 2008. I am a homeowner in the College Hill neighborhood for more than 14 years, and I have worked at UNI for nearly 25 years.

The nonprofit CHP was formed as a combination of the former neighborhood and merchants associations, and the mission of the new group was to be "the leader in revitalization and promotion of the College Hill area."

As part of this mission, the CHP recently has worked with the City of Cedar Falls and consultants Ferrell Madden to develop the Imagine College Hill Vision Plan Proposal. The various points in the planning process were all open to the public, and the CHP did outreach on multiple occasions to ensure participation of all stakeholders.

The vision plan is important: Downtown Cedar Falls started this same process before us, and College Hill is the second Cedar Falls neighborhood to undergo this very important planning for the future.

The vision plan is the first step in the process to update a very dated zoning code for future development in Downtown and College Hill. Downtown, a much bigger commercial area, has sailed through the vision plan approval process. But, for College Hill, a special interest group of landlords has tried to sabotage council's approval of the vision plan.

At the Cedar Falls City Council's Committee of the Whole meeting on April 5, attorney Eashaan Vajpeyi, who represents a landlord group that calls itself "Concerned Citizens of College Hill," smeared and misrepresented the College Hill Partnership.

Vajpeyi told council, "The College Hill Partnership stakeholders, um, which, as I've done a lot of digging over this on a lot of years, well, not a lot of years, a couple years, is run, primarily, by developers, business partners of the those developers, who will make a fortune on the biggest buildings with the least amount of parking. So, just keep that perspective when the College Hill Partnership is really about this."

Mr. Vajpeyi could have done his research in five minutes by going to our CHP website. There is no secret to this. We are a nonprofit, nonpartisan, and completely transparent about our board members' identities. We are elected by the citizens who are CHP members, and all of the board members are unpaid volunteers.

That the CHP is controlled by developers is just plain absurd. From the beginning, we have had an 11-member board which reserves specific board seats to make sure we represent College Hill businesses, College Hill residents, College Hill property owners, and representatives from the City of Cedar Falls and the University of Northern Iowa. Representing all stakeholders is the whole point of our partnership from its founding.

Conversely, who are the people behind the so-called “Concerned Citizens of College Hill”? Their identity remains mysterious, but Mr. Vajpeyi told the council they are “a group of individuals representing about \$50 million of business and housing interest around the College Hill and this is mostly already constructed stuff. They’ve got about one thousand apartment bedrooms.”

The College Hill Partnership, which represents the voice of College Hill to the city, participated in the vision plan process and sent City Council a formal letter of support.

But the “Concerned Citizens of College Hill,” which was absent from the months of open opportunities in the process, now shows up at the eleventh hour because it doesn’t like the fact that the vision plan calls for rethinking parking requirements on College Hill. They are suggesting the council “receive and file” rather than formally approve the vision plan. That would have the effect of burying the vision plan for College Hill, which is exactly what they want.

Mr. Vajpeyi’s comments to council reveal the contours of what’s really happening: A small group of current landlords on College Hill, who have built their rental businesses under the present parking code rules, want to prevent the possibility of newer parking code rules that might be beneficial to newer apartment building developments. Because this seems like an act of blatant protectionism on their behalf, they also attempt to denigrate the good reputation of the College Hill Partnership for cover.

I’m not having it. The members and volunteers of the College Hill Partnership are the original “concerned citizens” of College Hill, and we have been putting in hundreds of hours over the years to make College Hill a better place. City Council should not let a small cartel of landlords try to hold College Hill’s future hostage to protect their own special interests.

Sincerely,

Christopher R. Martin
President
College Hill Partnership
chris.martin@cfu.net
319-883-5088

BALL, KIRK & HOLM, P.C.

ATTORNEYS AT LAW



Max E. Kirk
H. Daniel Holm, Jr.
David W. Stamp
Jennifer L. Chase
Eashaan Vajpeyi
Melissa Ament

William C. Ball (1928-2011)
Michael W. Buckner (retired)

3324 KIMBALL AVENUE
P.O. BOX 2696
WATERLOO, IOWA 50704-2696
TELEPHONE: (319) 234-2638
FACSIMILE: (319) 234-2237
E-MAIL: bkh@ballkirkholm.com

March 23, 2021

City of Cedar Falls
Planning and Zoning Commission

Sent via email

RE: College Hill Visioning—Parking Survey

Dear Commissioners and Staff:

I endeavor to provide more than just argument to this conversation. To that end, Concerned Citizens for College Hill commissioned a survey of Cedar Valley residents about College Hill parking. It was done through Survey Monkey and was sent out, by their system, to respondents throughout the state. However, only those who identified themselves as Cedar Falls, Waterloo, or Cedar Valley residents were allowed to provide further opinions. It was also openly available on social media through different landlord and community group pages. Some responses were edited for personal information and crude language.

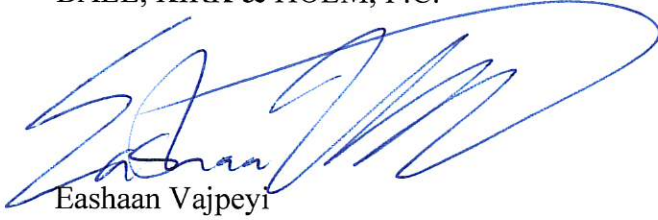
Please consider these responses and keep in mind that this is the sentiment under the old parking requirements (2 spots per unit, with 1 additional spot for each bedroom over 2, plus visitor parking). I say that because since adoption of the 1 spot / per bedroom law in 2019—there has not been any notable construction in the overly.

If the survey shows how parking is under the old rules and we still have not seen the impact of the 2019 changes (40% reduction in parking from the old), how can a further reduction suggested by the Visioning be possibly contemplated?

The survey shows clear support for more parking and, at least, keeping the current levels. When you vote whether to support the College Hill visioning plan, do so with a clear message to City Council—no further reductions in parking. There may not be a parking problem on the Hill currently, but it is obvious that it is right on the edge. Approve College Hill Visioning subject to no further reductions in parking—unless and until an additional parking study suggests so.

I also attached the survey responses from the prior College Hill parking study, in addition to some pertinent sections I mentioned at the last meeting.

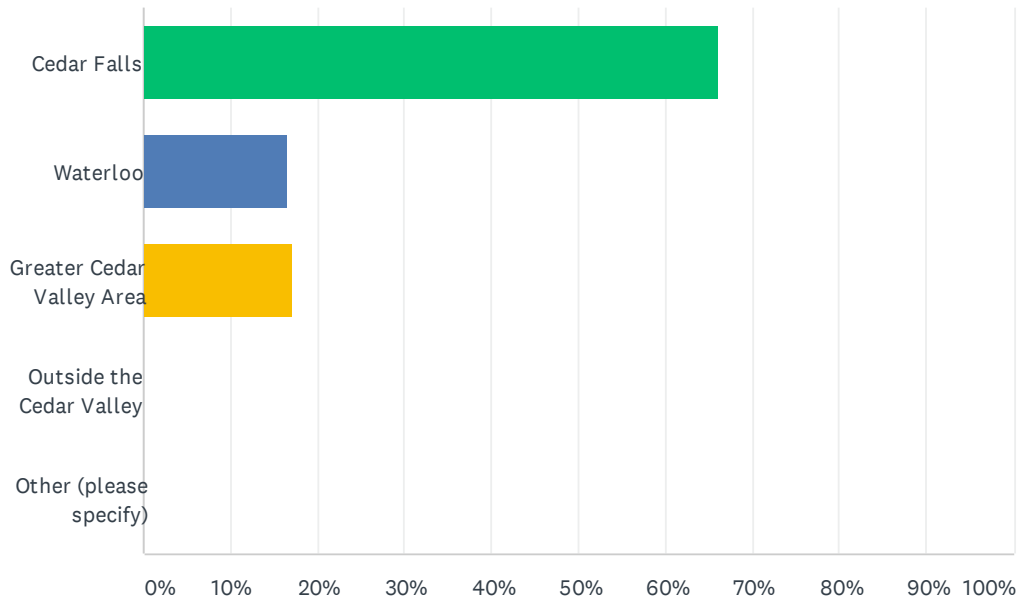
Sincerely,
BALL, KIRK & HOLM, P.C.



Eashaan Vajpeyi
Attachment

Q1 Where do you live?

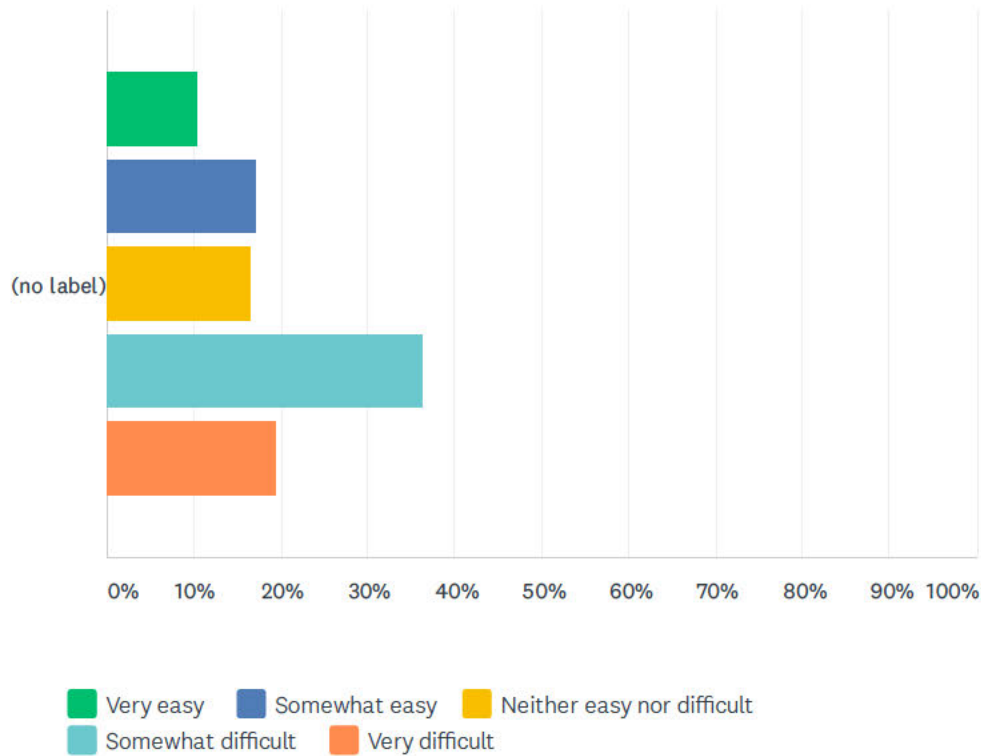
Answered: 284 Skipped: 0



ANSWER CHOICES	RESPONSES	
Cedar Falls	66.20%	188
Waterloo	16.55%	47
Greater Cedar Valley Area	17.25%	49
Outside the Cedar Valley	0.00%	0
Other (please specify)	0.00%	0
TOTAL		284

Q2 When you choose to visit College Hill, how difficult is it to find a parking spot?

Answered: 267 Skipped: 17

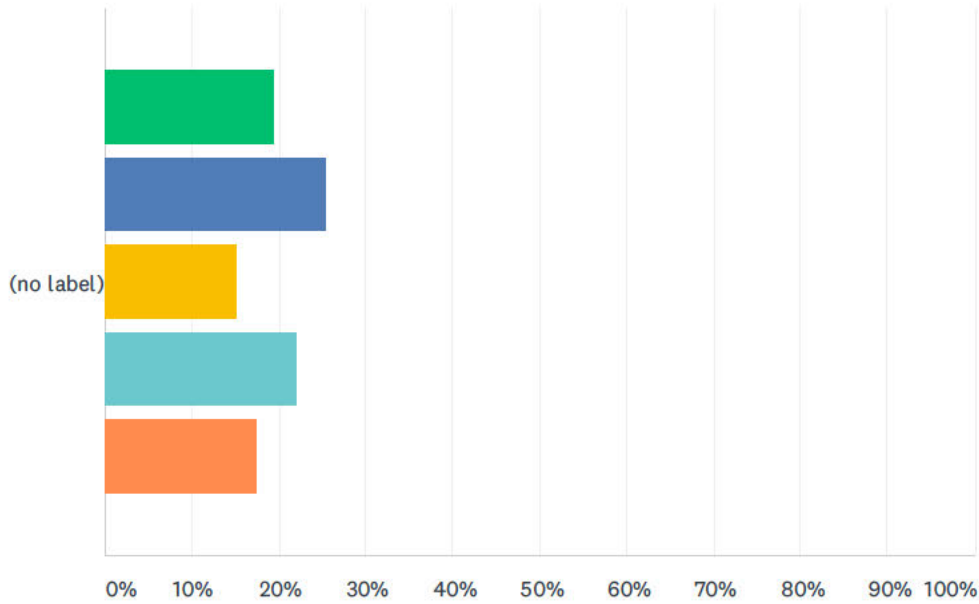


	VERY EASY	SOMEWHAT EASY	NEITHER EASY NOR DIFFICULT	SOMEWHAT DIFFICULT	VERY DIFFICULT	TOTAL	WEIGHTED AVERAGE
(no label)	10.49% 28	17.23% 46	16.48% 44	36.33% 97	19.48% 52	267	3.37

Very to Somewhat Easy: 27.72%
 Neutral: 16.48%
 Somewhat to Very Difficult: 55.81%

Q3 How does the availability of parking influence your decision to visit College Hill?

Answered: 267 Skipped: 17



- Parking does not influence my choice to visit the Hill at all
- Parking does somewhat influence my choice to visit the Hill
- Parking does not determine whether or not I visit the Hill
- Parking is an important factor in whether I visit the Hill
- Parking is a very important factor in whether I visit the Hill

	PARKING DOES NOT INFLUENCE MY CHOICE TO VISIT THE HILL AT ALL	PARKING DOES SOMEWHAT INFLUENCE MY CHOICE TO VISIT THE HILL	PARKING DOES NOT DETERMINE WHETHER OR NOT I VISIT THE HILL	PARKING IS AN IMPORTANT FACTOR IN WHETHER I VISIT THE HILL	PARKING IS A VERY IMPORTANT FACTOR IN WHETHER I VISIT THE HILL	TOTAL	WEIGHTED AVERAGE
(no label)	19.48%	25.47%	15.36%	22.10%	17.60%	267	2.93
	52	68	41	59	47		

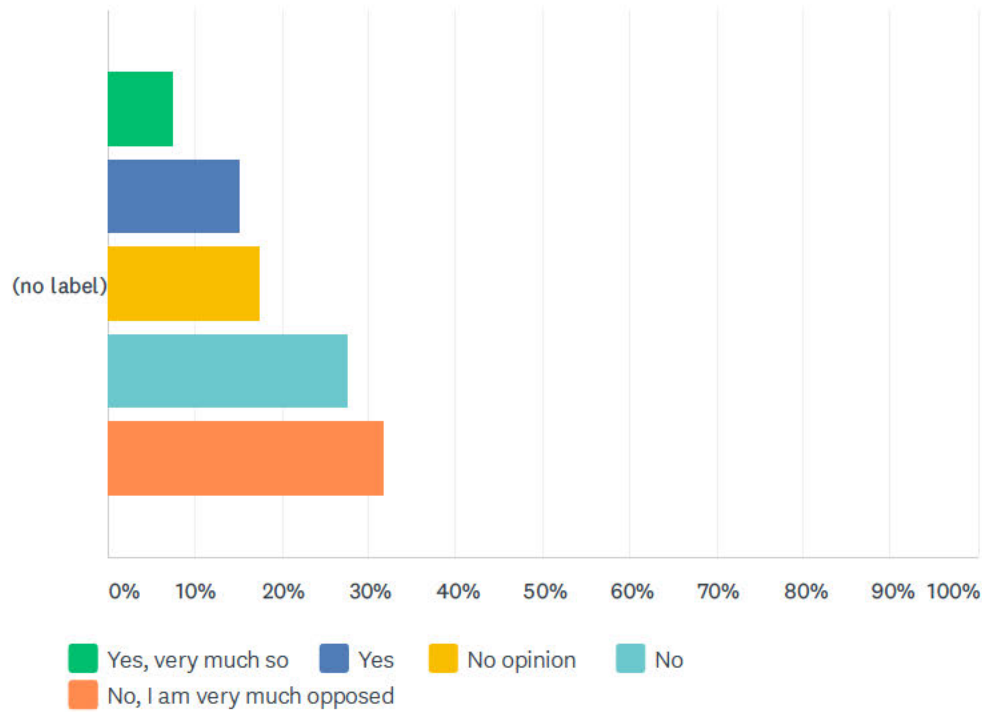
Parking does not influence visit to the Hill: 38.84%

Parking somewhat influences visits: 25.47%

Parking is a important / very important factor for visits: 39.7%

Q4 Do you support reducing the amount of parking that apartment buildings must provide?

Answered: 267 Skipped: 17



	YES, VERY MUCH SO	YES	NO OPINION	NO	NO, I AM VERY MUCH OPPOSED	TOTAL	WEIGHTED AVERAGE
(no label)	7.49% 20	15.36% 41	17.60% 47	27.72% 74	31.84% 85	267	3.61

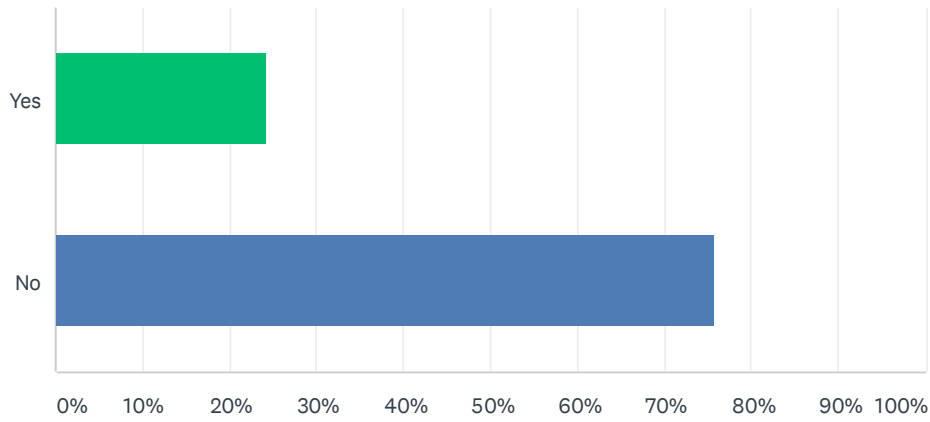
Very much supports to supports lowering parking: 22.84%

Neutral: 17.60%

Opposed to very much opposed to lowering parking: 59.56%

Q5 Do you identify as a black, indigenous, or person of color?

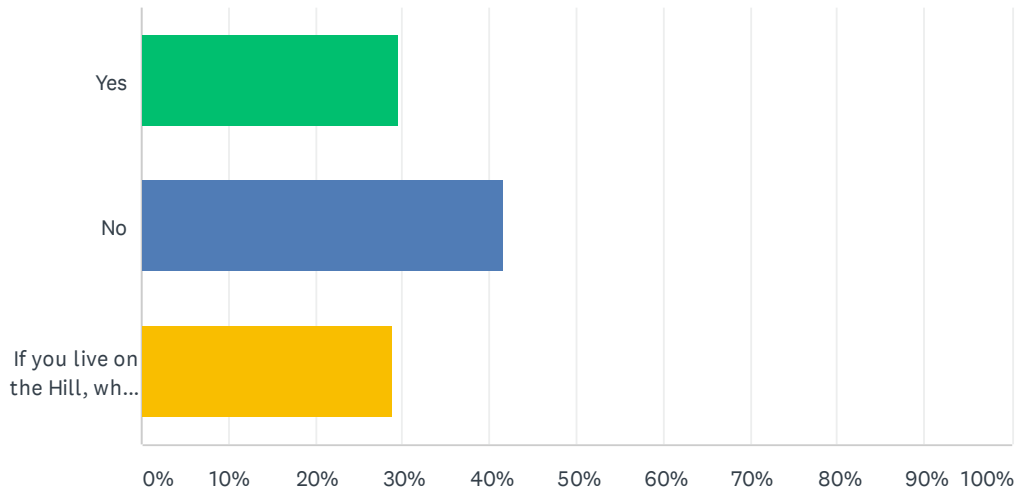
Answered: 267 Skipped: 17



ANSWER CHOICES	RESPONSES	
Yes	24.34%	65
No	75.66%	202
TOTAL		267

Q6 Do you live on or near College Hill?

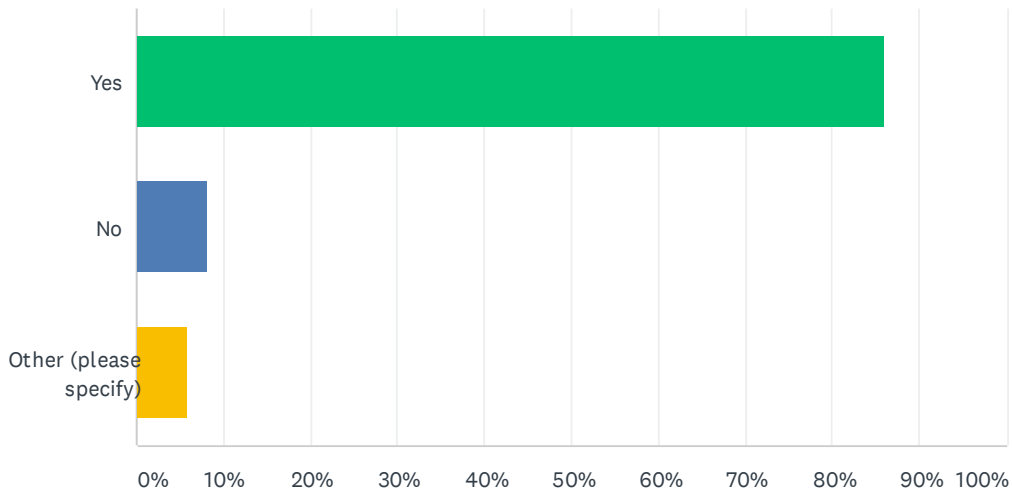
Answered: 267 Skipped: 17



ANSWER CHOICES	RESPONSES
Yes	29.59% 79
No	41.57% 111
If you live on the Hill, what are your thoughts about the parking situation? If you don't live on the Hill, what do you think about parking on the Hill?	28.84% 77
TOTAL	267

Q7 Do you think apartments should provide a parking spot for all residents of the building?

Answered: 255 Skipped: 29



ANSWER CHOICES	RESPONSES	
Yes	85.88%	219
No	8.24%	21
Other (please specify)	5.88%	15
TOTAL		255

Text Responses and Additional Comments from Respondents

A	
1	When you choose to visit College Hill, how difficult is it to find a parking spot?
2	Limited spots mostly street parking
3	I often have to walk the length of 1+ Blocks
4	I live on the street so I've already parked
5	About 50/50 shot at finding a spot
6	the streets are always full of cars
7	Not very many spaces, I'm handicap
8	I don't visit College Hill
9	The parking lot is ALWAYS full and there are NO available handicapped spots available ever!
10	Depends on time of day and day of week. Sometimes it's no problem and Sometimes it is hard to find a spot.
11	I'm handicap so there is usually a handicap parking spot.
12	Do not go there because of no parking.
13	I park in an apartment parking lot.
14	Often times the street is completely full along with parking lots. I often find myself having to walk several blocks to even get up to college street!

A	
1	How does the availability of parking influence your decision to visit College Hill?
2	We live on the Hill and street parking is important for that. But sometimes we have guests and it can be hard for them to find a reasonable place to park
3	We live on the hill and don't have guaranteed parking
4	I'm disabled so parking is a huge factor in anywhere I visit!
5	Can't let parking dictate what your doing.
6	Most time I get frustrated and end up driving elsewhere to get what I need.

Do you support reducing the amount of parking that apartment buildings must provide?

Parking is difficult enough. If anything they should provide more parking.

I live at Manor and the parking is already so limited

Parking at the apartment complex is already difficult

I live off college st and have to park on the street. If you take it a way I will not be able to find parking. I also work in health care so it is very important so a lot of the time I need to get to work quickly and not having parking with slow me down and the care to my patients

I hate having to park on the street because the apartment complex doesn't have enough parking. I often have to park a block away even

It doesn't matter to me, I don't live in an apartment.

They should provide one assigned parking spot and each parking should also be assigned one guest parking spot if you ask me.

They provide what is needed

I currently live in a rental house near college street and often time can't even find street parking for my own house.

**If you live on the Hill, what are your thoughts about the parking situation?
If you don't live on the Hill, what do you think about parking on the Hill?**

It's unfair to take away our parking lot that's attached to this apartment building

Parking is terrible to find a spot

In my apt, only 1 vehicle is allowed to park within the complex. We have a 2nd car which is usually parked on the street. I wish we have enough parking area in the complex. It gets harder when it is winter time & I cannot start my car sooner because it is parked far. Parking gets even harder if the students are back on campus.

There's no where to park. I live in an apartment on college hill, and I don't want to lose my availability.

It's always so hard to find parking.

Parking is already a clusterf---. The vape bros are already causing problems always parking/running across the street due to no parking.

It is incredibly difficult to find parking at times. We have had to park a few block away at times because we do not have any spaces near available.

Parking on the hill is usually a sl---, especially during Thursday to Saturday. The parking situation is absolutely ridiculous, and the city obviously does not want either it's residents nor visitors to the city to enjoy any of the shops, businesses, and restaurants on both the Hill and Main Street.

Parking can be very tricky. There should be more parking available per living situation.

We live on the Hill and reasonable parking can be hard to come by. We feel sorry for our guests who need to park so far away

I think ghe parkin in hill cedar is very significant to everyone who wans to visit the region juat like i do

I think there needs to be more available parking. There definitely should be parking for people living there. Otherwise it is very inconvenient and gets in the way of those trying to visit

Parking always has been an issue and it would be nice to figure out options for more parking

There is already very limited parking on the hill, especially in the winter when snow makes parking more difficult. If anything, there needs to be more available parking for students living in apartments and businesses on the hill.

I live on the hill and think that there is enough space to park. While walking to school I always see open spaces. When it's the weekend, I see a bunch of people having a good time. I haven't heard one person complain about parking. In fact, most people are happy about the free parking because they have experience in Iowa City where you have to pay anywhere you are going to park. I really enjoy my parking space because I pay for it monthly and it keeps my car away for the street where accidents may occur.

Most apartments provide one to two spots. If parking is not available to the others that live there then they must find a spot on the street. It fills up fast and people often have to park a few blocks away. Parking for apartments should not be reduced but increased. Or in that areas have less strict street parking.

If I thought if it was...

It's never been great. It is very common for people to take reserved spots at apartment complexes from the people who are supposed to park there.

I enjoy have our own parking lot for this apartment building, it seems fair to us.

Theres not enough for our apartment complex

Finding parking outside the manor is terrible most days if you have a roommate

I think parking availability is already very limited especially if I have family and friends visiting who don't live on the hill. My friends always have to drive around before finding a parking spot.

The parking requirements are already bad. If they are reduced it will make it very frustrating to live there.

I live on the hill, parking is ridiculously difficult for visitors and those who live on or near the hill. There is constantly packed parking lots and I have a horrible time ever finding parking anywhere on or near the hill.

Street parking around the hill and campus is already terrible. The streets are always full and driving down the side streets there isn't enough room for cars to pass each other. Having guests visit is hard because there's no where for them to park so no one comes to visit. The various apartment residents compete for parking already and any visitors to the hill have to get lucky, park in the lot, or fight for street parking.

Living on the hill has made parking extremely difficult

The parking is horrible on the hill

I live on the hill and parking is hard enough to find without reducing it. Some days I need to park blocks away

I live on the hill and it's very hard to find spots at times especially since I live in a one bedroom with two people and we only have one parking spot

I live on the hill and sometimes it is extremely difficult to find a spot

It will affect us tremendously, it's already hard to find parking and this will make it even more difficult

Yes I live on the hill. It's completely [REDACTED], I hate not having enough room to park. I don't like having to park all the way up the road because of people visiting the hill

Very difficult to have guests park when you live in apartment complex on the hill

My parking is horrible. There needs to be more space. We are moving because of it.

Apartments definitely need to provide parking. It's hard enough to keep our assigned parking spot at our building free of people we need to tow as it is.

Parking is a joke on the hill. There needs to be more spaces to park.

It is very difficult to find parking spots.

Parking is already hard enough on College Hill

I think parking is awful on road there are usually no spots and I am not going to walk 8 blocks when I can go elsewhere

I think the apartment complexes should be required to have enough parking for 1.25 cars per single bedroom apartment and 1.5 for each 2 bedroom. Roommates are a constant expectation in a college town when people rent, making it very likely there are multiple cars per unit. Reducing the parking required is ridiculous and would cause even more issues with parking on and near the Hill, which often already finds itself very congested.

The parking isn't bad.

I think it's terrible already and reducing spots will make it harder for people who live on the hill

I think is already bad. If you take away spots it will make it much harder for those who do live here

There are not enough parking spots. We have had to walk blocks away from our building sometimes in order to park our vehicles

Horrible. Finding a spot to park hinders my plans and becomes extremely frustrating. I rent a 2 bedroom apartment and expect 2 spots if I'm paying \$600+ a month to live there.

i do not live on college hill

Its busy but nice for the walk

If you live on the Hill, what are your thoughts about the parking situation? If you don't live on the Hill, what do you think about parking on the Hill? Do you think apartments should provide a parking spot for all residents of the building?.

The parking situation is terrible. Something needs to be done.
I actually think we need more parking
The parking is a little difficult but I love the campus
It's not anything that effects me personally
Parking is horrid and very hard for a disabled person to ever go and visit someone that stays there!
I feel like there is getting to be less and less spots available to shop or eat on the hill.
Depending on the day of week determines how hard parking is to find
Somehow you need to expand the parking area or build a parking ramp. bkusccnm
Needs to be a better solution
I think it is a good idea and that we need it.
I think it is absolutely essential that there are enough spots for all residents and a few extra for when friends and family come to visit or for when delivery drivers need to drop off packages and food.
Parking is horrible at times.
No problems with parking
Not a big deal
Parking is nearly impossible to find! There is not enough room for everyone's car let alone any visitors or weekend traffic or parents or employees of UNI! To have a job there it's impossible to park for your shift. To visit a relative it's impossible to find a place to park! It's horrible older people can't walk blocks and blocks to visit someone!
Residences & businesses should provide at least SOME off-street parking. City could help too, by expanding their parking. UNI Bookstore doesn't need that much space - they should give some parking to City.
It's always difficult to find parking there. It does discourage one from going there.
It works fairly well, living on 19th St the 48 hr policy needs to be better enforced as many students park for a solid week
Needs to be more parking
Parking is already very limited and it's difficult to find a parking spot daily a very large inconvenience
Too busy at times

Do you think apartments should provide a parking spot for all residents of the building?

Apartments should have enough parking space for their tenants, at least 50-75%. So if there are 10 tenants, there should at least be 5-7 parking lots.

Based on how many are allowed to live in said apartment

It really depends on the type of apartments. I specify this on the basis that many apartments already ask if you have a car and surely you could arrange a system by which some units don't have available parking as a sizable minority of students don't have a vehicle. However, as a rule, if apartments rent to people with vehicles they should only allow as many cars as they have spaces, plus guest/maintenance/emergency parking.

One vehicle per room seems efficient I'd think

Yes plus extra for visitors.

██████████ does not have enough parking spots for all of the residents

Yes!!!! If you have a two bedroom apartment you should be required to provide two spots for that apartment not just one!!!!

Yes! It is ridiculous that three people are in my apartment but there is only One parking spot.

If willing to pay extra a month for parking

I don't know

Maybe

For ones who are willing to pay extra a month for parking

1 spot per apartment

I guess

Parking Occupancy and Utilization

Once the parking inventory was completed WGI field technicians performed parking occupancy counts on Wednesday May 1, and Thursday May 2, 2019 in the morning, afternoon and evening. While near the end of the school term, the collection dates represented regular class schedules, not finals, or when classes are not in session.

Parking occupancy levels in College Hill are largely created by, and a reflection of, a combination of proximity and policy. The unregulated on-street parking is highly utilized from mid-morning through the afternoon, with many streets exceeding 85% occupancy. Field observations indicate most of these parkers are affiliated with the University and are a mix of students and staff. Campus Street and Merner Avenue are near 100% occupancy, and effectively full, throughout the day and into the evening. Olive and Walnut Streets have occupancies over 75%, even approaching 100% during the daytime, but drop off in early afternoon and the evening.

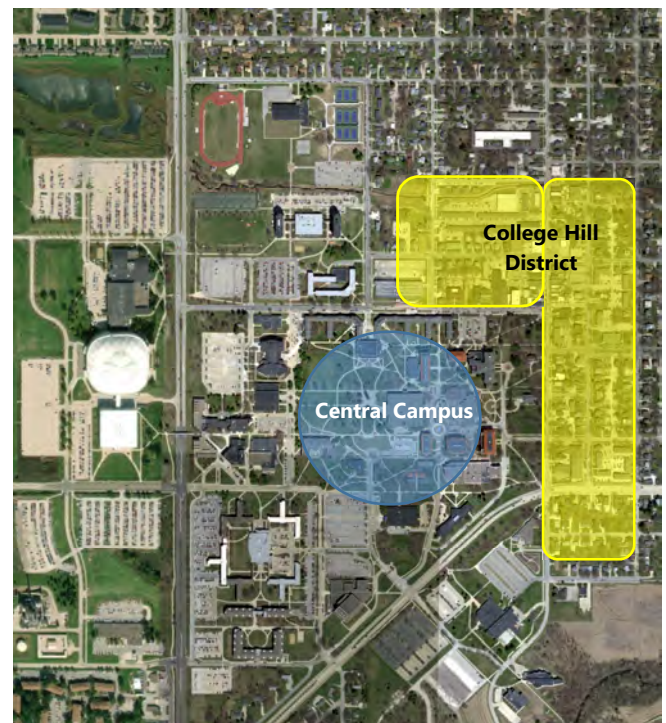
Taken as a whole the district had peak on-street parking occupancy of 77% on Thursday May 2 in the morning, changing to 70% in the afternoon. The off-street public parking lots did not exceed 50% occupancy during the daytime. An exception, Lot G, is typically full during the day (free 2-hr parking), while Lots J (metered parking) and N (2-hour parking) are close to empty. In the evening, when there is no regulation or fees, the peak occupancy of the off-street lots was 74% on Thursday, May 2.

Parking occupancy levels for the public parking areas of College Hill are greatly impacted by policy at the University of Northern Iowa. UNI charges students and staff to park their vehicles on campus. Fees range according to usage levels from \$174 annually for a faculty permit to \$35.50 annually for a residence hall permit. The University has stated that they have plenty of parking availability at this time.

The College Hill district has parking demand concerns due to a couple significant factors.

- The parking in College Hill is less expensive than parking in University facilities.
- College Hill is closer in proximity to the center of campus than many of the University parking areas.

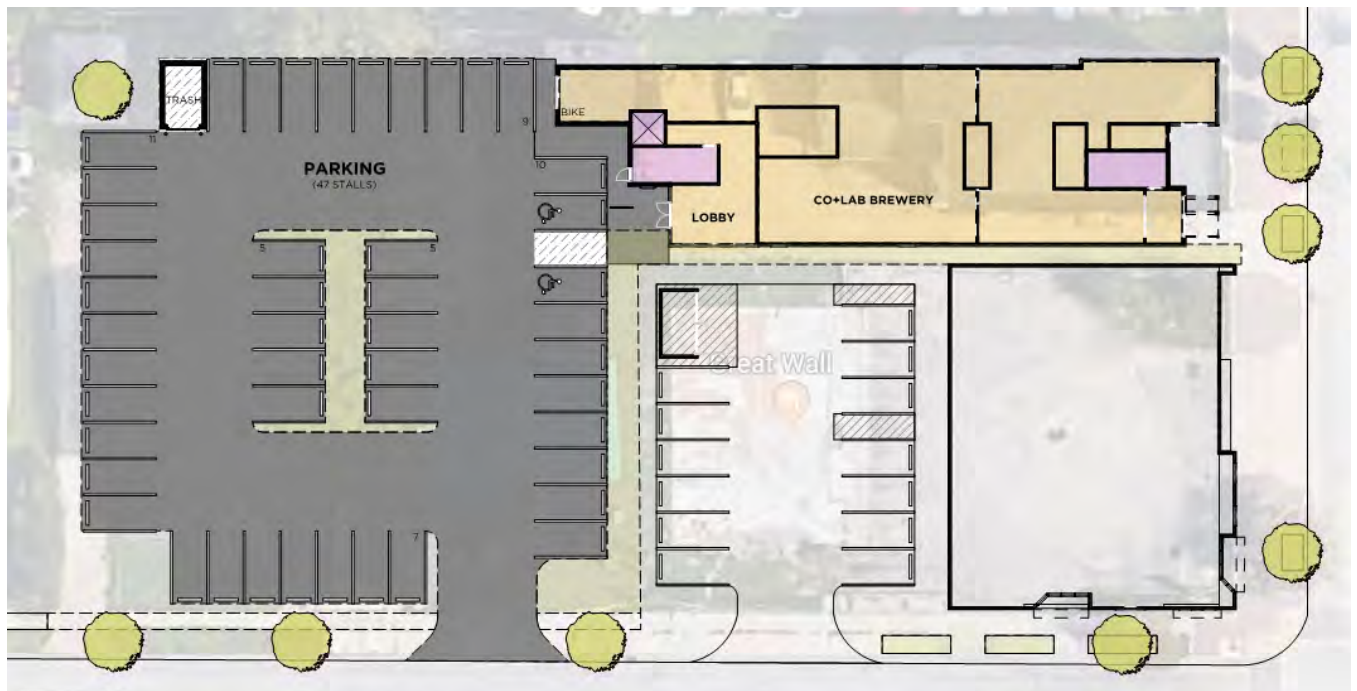
These two factors combine to make College Hill a preferred parking location even though the University has plenty of available parking at reasonable rates.



SECTION V – PARKING IMPACT ANALYSIS

2119 College Street, College Hill Neighborhood, Cedar Falls, IA

The 2119 College Street mixed-use project is located on the west side of College Street in the College Hill neighborhood of Cedar Falls. The neighborhood is primarily a University of Northern Iowa (UNI) student residential and commercial area approximately four blocks north to south and two blocks east to west. The project site is currently a multi-unit apartment building facing College Street and an unused parking lot along 22nd Street. The parking lot area is currently in disrepair and blocked from use.



The proposed five-story building will include ground level retail and 31 residential units on the upper levels. The residential units include 23 one-room studio units, four two-bedroom apartments and four four-bedroom apartments. The current plan for the lower level commercial space includes an elevator lobby for the residential units, as well as production and customer service space for a brewery. The brewery space is planned for 2,116 SF of beverage service area and 3,006 SF of brewing and production space.

The site plan provides 47 parking spaces for resident parking only. Because the subject property is in a C-3 zoning district, there is no requirement for on-site parking for commercial uses.



Estimated Parking Demand

In estimating parking demand that could result from this project, we considered recommended parking ratios published by the Institute of Transportation Engineers (ITE); and shared demand modeling as published by the Urban Land Institute (ULI). The ITE and ULI recommended parking ratios are listed below for each land use.

Recommended Parking Ratios

<u>Residential</u>	<u>ITE Parking Ratio</u> 1.5 spaces / Unit (regardless of bedrooms) <u>ULI Parking Ratio (2019 Draft for Suburban Areas)</u>
<u>Studio</u>	<u>.85 spaces + .10 visitor</u>
<u>One Bedroom</u>	<u>.9 spaces + .10 visitor</u>
<u>Two Bedroom</u>	<u>1.5 spaces + .10 visitor</u>
<u>3+ Bedroom</u>	<u>2.5 spaces + .10 visitor</u>
<u>Commercial</u>	
<u>Production / Light Industrial</u>	<u>1.2 employee spaces per 1,000SF</u>
<u>Restaurant</u>	<u>15.25 customer spaces + 1.5 employee = 16.5 spaces per 1,000SF</u>

Residential Peak Parking Demand

The ITE parking ratios for residential land uses are "one-size fits all" regardless of the number of bedrooms. The recent draft recommendations from ULI better address parking demand based on the number of bedrooms in each unit. Utilizing the more detailed ULI ratios, the apartment units will create peak demand for 40 parking spaces.


Type	Units	ULI Ratio	Projected Parking Demand
Studio	23	0.95	22
2 Bedroom	4	1.6	7
4 Bedroom	4	2.6	11
ULI Projected Parking Demand			40

We understand that a few property owners in the area are concerned that the rental rates for the proposed apartments are significantly higher than other rates in the area, and that the units will house more than one person per bedroom. They believe this will create a higher parking demand than simply applying the ULI ratios or the City requirement of one parking space per bedroom. The model assumes that a small percentage of residents will not have a vehicle.

Parking study suggests more than current law.

Commercial Space Peak Parking Demand

To reflect the mixed-use aspect of this project located in a moderate-density collegiate setting, we used a captive market reduction factor of 40% for our shared demand modeling. In other words, we are assuming that 40% of the parking demand generated by the first-floor commercial space will be residents or visitors already parked in the area. The demand model projects the peak parking demand as 7 pm on a weekend (Friday or Saturday) evening. Peak demand at that time is 26 parking spaces.

Brewery Customer Service Area	22 parking spaces		Current law requires none.
<u>Brewery Production Area (staff)</u>	<u>4 parking spaces</u>		
Total Peak Parking Demand	26 parking spaces		

Comparing Estimated Parking Demand Against Observed Parking Occupancies

Residential Parking Impact

47 spots, but now under current law only required to have 31

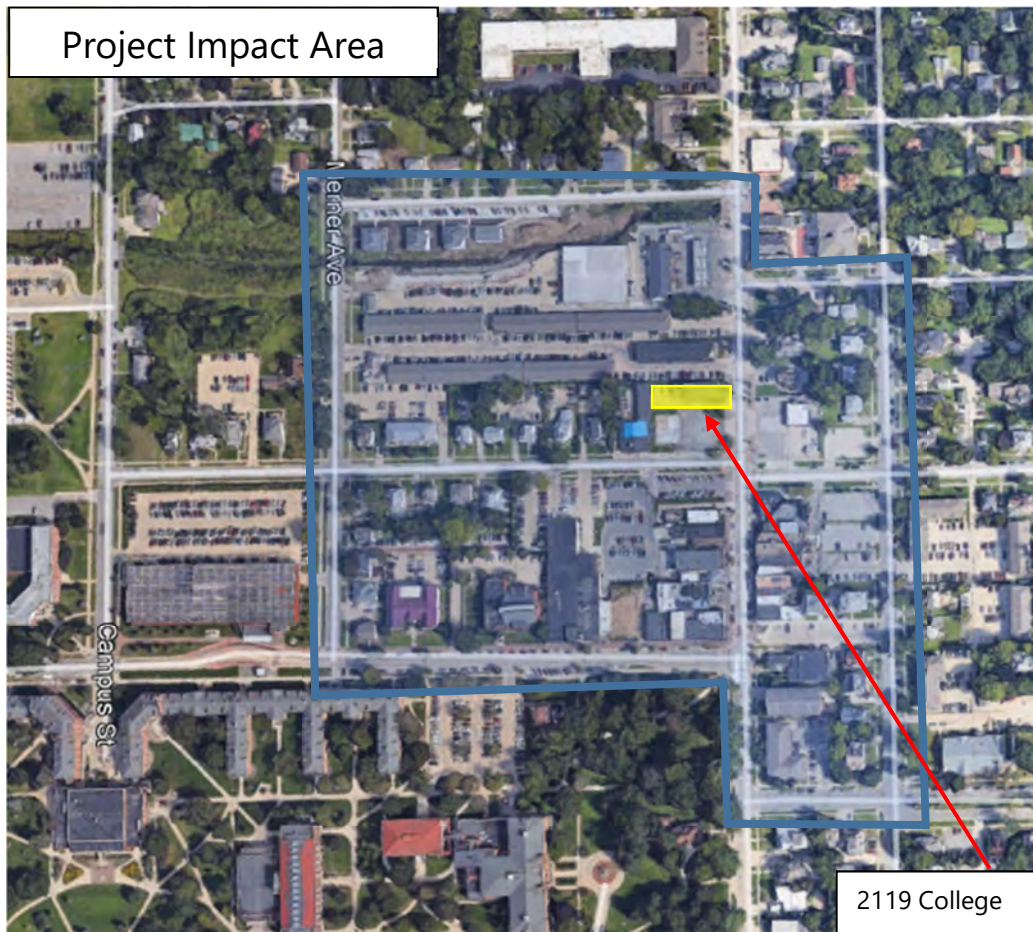
Based on the ITE and ULI Parking Ratios, the proposed parking lot is adequate for the 31 rental units within the development. We agree that the potential exists for the apartments to have more than one resident per bedroom. However, quantifying the number of residents in the 31 units is not possible with the information provided. If every studio unit had double occupancy there would need to be parking for 62 vehicles, a shortage of 15 spaces. If half the studio units had double occupants, then there would be approximately 4 vehicles without parking spaces. These parkers would have a couple of choices:

- Compete with the other residential students parking on; Campus St., Merner Ave., 20th St., Olive St., Walnut St. and the cross streets.
- Purchase a permit from the University to park in the residential parking areas on campus.

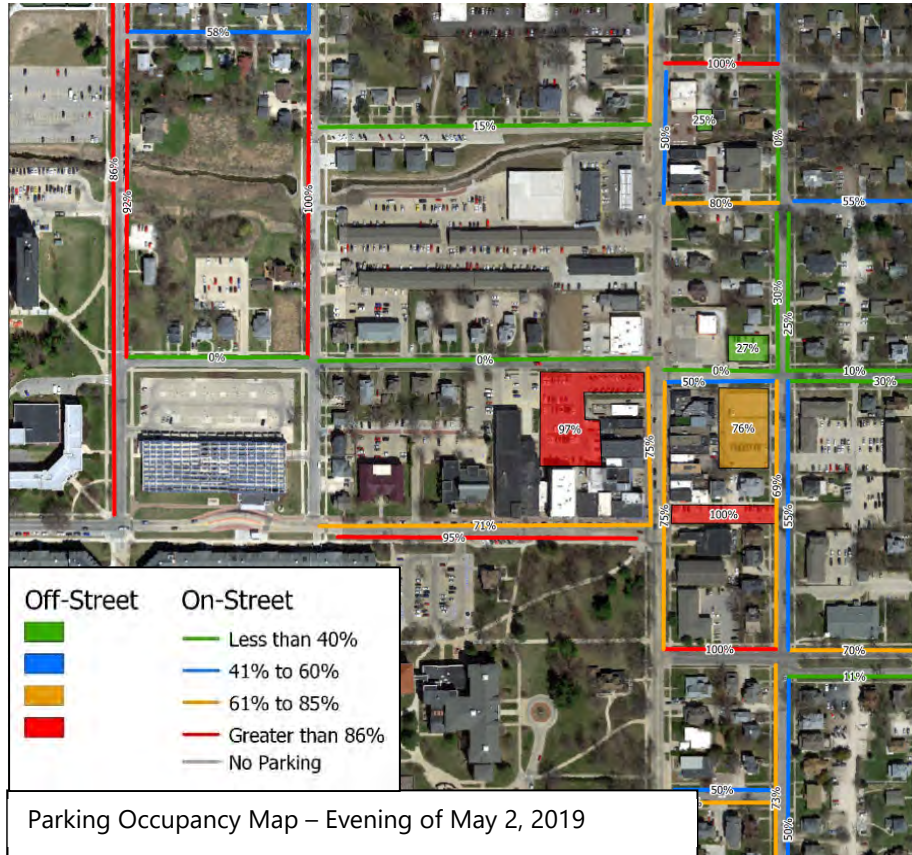
The City currently provides hundreds of on-street parking spaces in College Hill for daytime and overnight parking. Some of the spaces are regulated with time of day or day of week restrictions. However, the spaces and the opportunity to park a residential vehicle for free exist, if the owner is willing to jockey the car around to avoid parking citations.

Commercial Space Parking Impact

For the commercial space (brewery) the parking demand modeling indicates a maximum peak parking demand of 26 spaces. To determine the level of public parking available to support this proposed development, we analyzed the parking occupancy data collected. Four public parking lots totaling 173 parking spaces are located within the impact area. Additionally, there are 186 on-street parking spaces (with various use times and regulations) within impact area. Notably, 22nd Street is available for parking from 5:30 pm - 1 am M-S and 8 pm – 1am on Sunday. We anticipate peak time for the brewery to be after 5:30 pm most days.



We utilized occupancy data collected during evening peak demand on Wednesday May 1, and Thursday, May 2, 2019. Our analysis includes public parking in the parking impact area shown below, to include on-street public parking and off-street public lots G, N, J and O.



2119 College Impact Area Parking Supply and Demand			
	Supply	Peak Occupancy	Available Spaces
Off-Street public parking	173	141	32
On-Street public parking	186	113	73
Total Available Spaces			105

Comparing the estimated peak parking demand of 26 parking spaces against the available open public parking spaces in the project impact area of 105 parking spaces, we project there is sufficient public parking availability to support the commercial area of 2119 College. Also, there is public parking available in the following locations:

- 21 metered spaces (free after 7pm) at the campus bookstore across the street from the proposed development.
- 100 metered parking spaces in the UNI transit garage.
- Additional on-street public parking supply within two to three blocks walking distance of the proposed development.

Residential and Commercial Parking Demand

For the analysis, we intentionally considered the impact of residential parking and parking associated with the commercial space separately. The parkers and the parking spaces they use have different characteristics. Commercial parkers mostly come for a short period and leave. Residential parkers need overnight parking, even though they may use their vehicles several times per week. The key to keeping parking available for all user groups is good policy and regular enforcement.

Summary

This analysis was developed considering the operational and regulatory parking environment currently existing in the College Hill neighborhood. If the time of day, overnight, No Parking or other regulations were modified, the parking patterns, occupancy levels and availability would undoubtedly change.

In other words, don't decrease further.

Under the current conditions, the development at 2119 College would accommodate much of the parking demand generated by the residential units in the building. There could potentially be a shortage of 4 – 15 parking spaces for the residents if there were more than one person per bedroom. Parking for those vehicles could be accommodated on Campus St., Merner Ave., Olive St., and Walnut St., although the vehicle owners would have to move the cars regularly to avoid parking citations. A more costly, but less prone to violation option would be to buy a permit for overnight parking on the UNI campus.

The first-floor commercial space could generate parking demand for approximately 26 parking spaces during peak times. The public parking lots and time limited on-street parking spaces in the area should accommodate the parking needs on typical days (events or other extraordinary times notwithstanding).

The proposed development will likely increase density and parking occupancy levels in the College Hill neighborhood. Higher parking occupancy levels require regular (although not overbearing) enforcement of both the daytime and overnight parking regulations.

Q20 Thank you! Please provide any suggestions you may have to help improve parking in College Hill Business District. (Open comments)

Answered: 121 Skipped: 363

#	RESPONSES	DATE
1	Handicapped parking	4/16/2019 7:13 AM
2	Stop letting buildings be built without adequate parking. People do not want to walk to their apartments. We have had apartments for decades and they will not walk. We have to provide adequate parking for everybody so everybody should. The city lot is always full so there is probably not enforcement. We pay astronomical property taxes so requiring citizens to pay to park is ridiculous. When school is in session forget about parking because all the side streets are full as well. I live 2 blocks from college hill and my street is always full of cars. Stop trying to make a dense population where the infrastructure can't support it!!!	4/15/2019 5:23 PM
3	Depends on the weather. Willing to walk further in nice weather.	4/12/2019 6:06 PM
4	More parking.	4/12/2019 4:20 AM
5	Restrict tenant parking so it doesn't take away from public parking	4/11/2019 5:38 PM
6	Parking garage :-)	4/11/2019 3:04 PM
7	None	4/11/2019 12:45 PM
8	I have heard conversations that developers should develop underground parking for their new projects. I support this, we need to keep public parking for the current and future businesses that are around the Hill.	4/11/2019 12:29 PM
9	I think it would be helpful if there was 15 min parking on college street and 23 street so u can just run in the store.	4/11/2019 5:45 AM
10	Open up some of UNI parking for the tax payer	4/10/2019 2:03 PM
11	Specific lots for the people that rent to live...they have passes and use up most business space and never move their cars...lots need to be plowed better as well.	4/10/2019 8:53 AM
12	parking ramp located centrally on the hill its so crazy driving around looking for parking especially with the pedestrians and bicyclers as the weather gets nicer	4/10/2019 7:30 AM
13	I avoid the restaurants while school is in session.	4/10/2019 7:21 AM
14	Very happy progress has been made in the hill in recent years. Looks fantastic and great that parking is a issue. Could be worse.	4/9/2019 12:35 PM
15	more parking or less development - can't have both	4/9/2019 12:29 PM
16	Focus on the real problem, the downtown parking situation. Stop trying to make money off of on street parking and invest in a parking garage. I would be willing to pay to park there.	4/9/2019 9:30 AM
17	I've never had to walk more than a block or two, even during the College Hill Arts Festival.	4/9/2019 8:46 AM
18	Get diagonal parking instead parallel. Many do no know how to parallel park and often struggle to adjust back in or out with traffic	4/8/2019 5:40 PM
19	I think the only people who are actually frustrated with parking are the people who don't want to walk/those who live or work on the hill. I drive from 8th street to go to Sidecar multiple times a week and I am always able to find parking. The only times parking is limited for me is at night when the times are not enforced or when a special event is happening on the hill. I would not be willing to pay for parking in the lots/street of the hill and since street parking near the hill (2-3 blocks in each direction) is typically full already with college students, the pay to park system would deter me from going to the hill- instead, I would take my business for coffee/food elsewhere. If a parking ramp were necessary/in future plans, I would hope that it could be behind Social House and Little Bigs on that larger lot instead of between Sidecar and the book store.	4/8/2019 12:20 PM

College Hill Survey

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20	There isn't enough parking for the businesses. My job has issues with people parking on are lot even when they aren't paying guests. Maybe make a parking garage by great wall	4/7/2019 11:16 AM
21	Need to continue to expand parking lot options.	4/6/2019 8:32 PM
22	I hear they want to change the zoning laws to be able to build a large college dorm style apartment building. If they can't find enough parking for the building itself on their site they shouldn't be allowed to overbuild. The city parking lots need to be reserved for current retail and business customers and not be used by apartment dwellers . If the city parking lots are used by the apartment owners and renters the only customers I will ever be on the College Hill will be those who walk. And residential street parking in the neighborhood around the College Hill is supposed to be used for those residents. Not the greedy developers who don't give two shitz about the neighborhood. This is not Iowa City or Ames or Champaign Illinois. There is no mass transit whatsoever . And bicycles are not mass transit nor is Uber . They should give strong consideration for Resident only parking and permits only be given for actual residents on that street not the apartment building renters. This whole thing infuriates me.	4/5/2019 11:51 PM
23	diangle parking	4/5/2019 4:49 PM
24	Don't make things worse by adding more apartments. There are already too many apartments and it's too congested. Not enough parking as it is!	4/4/2019 5:04 PM
25	ask the parking lady to be nicer and more empathetic.	4/4/2019 3:58 PM
26	free parking is the best option	4/3/2019 7:26 PM
27	More enforcement during bar times Thursdays - Saturdays people parking in private lots	4/3/2019 7:24 PM
28	Have more, free.	4/3/2019 4:08 PM
29	I pay enough to go to college I don't wanna pay more to park so I can use the business close to campus. That is like a punishment.	4/3/2019 2:15 PM
30	UNI should have more parking lots so the parking passes are not oversold. Many times I have found that those parking on the street have parking passes in their windows, however their assigned parking lots are full.	4/2/2019 10:48 PM
31	The hill needs to install cameras because there are too many hit and runs happening on or near the hills shops/bars.	4/2/2019 8:57 PM
32	.	4/2/2019 8:26 PM
33	DO NOT MAKE PEOPLE PAY FOR PARKING THATS WHAT TAXES ARE FOR	4/2/2019 8:04 PM
34	People drive to the bar and if they drink to much they don't want their car to get towed so they drive home. If there was free/cover "going to the bar" parking over night (like a garage) for college students I feel like that would help with money coming into college hill for events and decrease drunk driving // avoid getting tickets	4/2/2019 7:59 PM
35	your survey is a bit misleading, I am willing to pay for convenient parking as in if I know you have ample parking I am willing to pay for this type of convenient parking. otherwise its just a tax to patronize the businesses on the hill.	4/2/2019 7:44 PM
36	Better UNI parking so students with a parking pass dont have to overflow to street parking because theres no spaces in the lots	4/2/2019 7:35 PM
37	I am aware that there is not much you can do - but maybe enforce the timing of parking spots more!	4/2/2019 7:29 PM
38	A parking garage would be nice. Not one that charges a crazy amount however, remember this is a college town anything past X.XX amount and they will avoid it like the plague or find some way to park but not pay	4/2/2019 7:18 PM
39	All apartments/homes need to provide ample off-street parking for all residents. This will make the College Hill businesses more accessible to the public.	4/2/2019 6:43 PM
40	please don't make us pay to park ☹️	4/2/2019 1:22 PM
41	As a bartender on the hill I do not think it's fair to have to pay for parking for my job. If anything businesses should have reserved spots.	4/1/2019 8:07 PM

College Hill Survey

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42	I do not think it would be fair for people who visit college hill on a regular basis should have to pay. As someone that works and visits college hill Almost daily I think it would be very inconvenient to do that and would not help anyone	4/1/2019 8:07 PM
43	Take the meters out of the parking lot behind the hill. You can still have one or two hour parking signs for some of the lot but also those of us that work on the hill would like a place to park without spending a portion of our paychecks just to get to work	3/31/2019 11:32 AM
44	Requiring people to pay to park is ridiculous. Not a lot of people i know will be willing to do that	3/31/2019 8:24 AM
45	Build a parking garage	3/31/2019 8:10 AM
46	I wish there was a through alley behind book store and wider street. Parking lot away from where student pedestrians are would be nice. It's not just parking that is the problem— so many pedestrians to navigate around when driving.	3/31/2019 5:33 AM
47	Paying to park will not make it any more convenient to visit the Hill. When the campus bookstore changed their parking to paid meters, no one seems to park there because they do not have quarters convenient or they are afraid to get a ticket for going into the store and supporting local businesses.	3/29/2019 3:01 PM
48	Parking Garage	3/29/2019 12:56 PM
49	I know the College Hill district is hard to decide on parking for because UNI doesn't provide enough parking on that side of campus for its students, but I would love to see more parking available on the East side of College St as this is usually full in the evenings.	3/29/2019 10:40 AM
50	Build some lots not more buildings	3/29/2019 5:45 AM
51	Get more parking. As a resident living at Hidden Valley Apartments, it is terrible to see how many unauthorized/mom-residents utilize our private lot due to the lack of parking on College Hill. I feel as though I can't leave my apartment on a Thursday-Saturday anytime after 5:00pm or else I will return home to a full private lot AND no open spots to park on the street either. It is ridiculous and is one of my top reasons for not renewing my lease with Hidden Valley.	3/28/2019 8:21 AM
52	Mainly I work on the hill, so when I get here at 7am, there are a few spaces open in the back parking lot. We also have a delivery vehicle, and during the day to get it in one of the back lot spots, it is inconvenient and full. The main problem is for on street parking to even get the van near our building to load it. I haven't noticed any meter people lately, and I think people are starting to "camp out" in their on street parking spots since they figure they probably won't get ticketed. If we are having trouble, I know customers are, and it greatly discourages patrons coming to the hill and doing business up here. Thanks, Jon from Copyworks. Feel free to call or email me, and I would be happy to discuss further if needed. Have a great day!	3/28/2019 5:06 AM
53	Shuttle service is something that should be looked into across the board - not just in this district. We are shortsighted by not looking at alternative forms of transportation - if there is a parking lot with an ongoing shuttle service, and in time a good bus service that goes into the evening and weekend hours, we will all be better off. The future of cars is changing and this society is going to have to adapt to this. We should be on the front end/cutting edge of this.	3/27/2019 7:44 PM
54	.	3/27/2019 6:56 PM
55	Close off College Street between 22nd and 23rd at 10pm Fridays and Saturdays, only allow emergency transportation and foot traffic. No parking on the block of 22nd and 23rd as it makes the street more dangerous to cross due to bad visibility and reckless driving.	3/27/2019 1:03 PM
56	Most of the parking pressure is M-F, related to students and staff at UNI. Little parking problems in evenings and weekends.	3/27/2019 11:36 AM
57	There needs to be more parking for businesses. It seems there are far too many rental properties that don't provide assigned parking for their tenants.	3/27/2019 10:58 AM
58	Parking is not bad on the hill.	3/27/2019 5:08 AM
59	Need adequate parking for students and residential so businesses don't have to compensate. Hold the line on developers	3/26/2019 6:15 PM
60	None	3/26/2019 3:19 PM
61	Keep residents who live nearby from parking on the road	3/26/2019 2:17 PM

62	Overall I do think if a new parking area were to be added, there would need to be a time restriction or meters to control who parks there and be stricter on tickets. Many college kids (I am one but prefer walking) are too lazy to walk and would rather take the ticket than walk an extra few blocks or pay for their own UNI parking pass to a lot owned by campus because certain C & B lots again are not 'close enough.' I think businesses would benefit from an added lot if it were monitored closely and used properly for visitors to the hill not long term parking like 4+ hours. More so 1-2 hours or 3 at most.	3/26/2019 12:16 PM
63	The business owners and employees should have designated parking farther away so that the customers have a convenient and easier place to park. That is if you want to continue to build business and revenue for the area.	3/26/2019 9:21 AM
64	Signage to help people find all the parking lots would help.	3/26/2019 9:03 AM
65	Please stop Masala's workers and customers from constantly blocking the alley. Also please make an exit out of the alley on the north side! It is really dangerous for kids to be walking through there as well. There should be a sidewalk connecting to the one next to the new apartments. Why do parking tickets get paid in Milwaukee? That seems inefficient and costly.	3/26/2019 8:44 AM
66	15 minute parking near greenhouse, copyworks, icon, and sidecar would help those with quick business, as most of those spots are oriented for in and out transactions. I think it would help encourage the growth of any small businesses nearby, as well.	3/26/2019 4:54 AM
67	Build a ramp, make landlords provide adequate off street parking for tenants in and around the college hill area.	3/26/2019 3:53 AM
68	Businesses that have back entrances should have a few reserved parking places for their clients/staff. There also needs to be designated parking areas for residential tenants so they aren't imposing on the businesses that are bringing income to the area.	3/25/2019 7:42 PM
69	Both downtown Main Street and College Hill parking are atrocious. Something you could consider to make both night life and weekend transportation safer, more economically friendly, environmentally friendly, AND less congestive is better public transportation. If we want college students to stay post graduation and help make this town grow, then we need to make living affordable, better transportation options, places to park for work, and less of these awful cheaply made apartments only 25 young people in this town can afford! If I am to pay \$1500 in rent for a one bedroom "downtown" apartment that smells like feces most of the summer, then I may as well buy a house. We need higher standards for landlords and property managers as well. Better and more public transportation efforts will seriously decrease the parking congestion we have. And for heaven sakes, let's do something about that atrocity we've been pretending is a mall for the last 15 years! Instead of having a giant vacant building, we could consider a few renovations and use the building as the new high school building most citizens seem to be wanting.	3/25/2019 6:20 PM
70	do not build that multistory housing on 22nd and College!	3/25/2019 5:43 PM
71	I live close enough to the hill to generally walk there. I think a lot of people in the district do the same including students living here. Its safer anyway if they're visiting the bars.	3/25/2019 4:23 PM
72	There are many 2 hour spots that stay full 24 hours a day with the same vehicles. I know this as several time we visited the hill to eat and saw the same cars in the same spots plowed past and covered in snow. I would happily pay for controlled parking in that area.	3/25/2019 4:09 PM
73	Quit putting so much high density housing without DECENT parking.	3/25/2019 3:37 PM
74	Stop allowing apartment complexes that don't provide adequate parking.	3/25/2019 3:04 PM
75	Additional business and residential buildings are being added but it does not seem as though any additional parking has been added. I become discouraged from visiting businesses on the hill when I cant find a place to park that is fairly close.	3/25/2019 2:22 PM
76	Manage the expectation that parking in front of your desired destination is expected. This is not a reality in most shopping districts. Rather, set the expectation that parking within a district is more the norm across the country and a widely accepted reality.	3/25/2019 2:17 PM
77	Cut back on all the apartments	3/25/2019 1:55 PM
78	More handicapped parking spaces are needed. We have often attempted to dine on College Hill but after circling for parking -either handicapped or conveniently close- we have quit and gone elsewhere. It is sad as we would like to give our business to the unique restaurants and bars and stores on College Hill. Hopefully, changes will be made to accommodate people who cannot walk several blocks.	3/25/2019 1:34 PM

79	Parking needs better management behind Sidecar including extended hours and on weekends. It just needs to be managed better, no parking problems at all if you look beyond the peak parking lots.	3/25/2019 1:29 PM
80	Wayfinding signage to available parking lots would be great. We are always afraid that we might get towed for parking in a private lot, so we typically only park either on the street or at the bookstore.	3/25/2019 1:19 PM
81	It seems like there are quite a few new residential facilities on the hill area which is great, but perhaps not enough new parking for the new residents that the buildings would accommodate, on top of the crowded parking situation that already exists. So maybe enforcing stricter parking lot requirements for developers looking to build in the area	3/25/2019 12:55 PM
82	If a 'hi rise' housing complex is built, the building MUST provide adequate parking space based on the # of units in the building AND know there will be X # of vehicles requiring parking based on the # of licensed vehicles in that building. If parking becomes an issue, I will no longer patronize the Hill business community	3/25/2019 12:27 PM
83	I don't believe current parking regulations are adequately enforced and in general do not believe adequate student parking at residences is provided. Students drive cars!!!!	3/25/2019 12:15 PM
84	Cedar Falls and/or UNI police could help enforce parking and not leave it solely up to the CF parking attendant who is not on duty 24/7. Apartment tenants should not use public lots for their parking needs. Paid parking with kiosks.	3/25/2019 12:04 PM
85	More off street parking	3/25/2019 12:03 PM
86	I think a parking garage would be ideal in the College Hills Business District. It would make it much easier and convenient for me to get down there and not have to park blocks away when I only need to grab something quick from copy works. On a nice day, I don't mind the walk, but in the bitter winters it becomes unbearable.	3/25/2019 11:59 AM
87	The parking is very bad now. We go put to eat every Friday after work with neighbors and if we can't find parking fairly close we leave and go away from the district to another restaurant. It IS going to kill the main street businesses. Elders have more money to spend than kids who can walk a long distance. Elders can't shop or eat there now many times because of no parking. What is proposed will destroy the downtown.	3/25/2019 11:49 AM
88	If developers are going to build apartments/stores, I feel that they need to provide their own parking lots/ spaces to support their properties.	3/25/2019 11:44 AM
89	Students park in free lot all day and take all the spots for people. No one enforcing h	3/25/2019 11:24 AM
90	Biggest suggest would be to ensure those who have tenants around this area have sufficient parking for their tenants and stop granting exceptions for the few.	3/25/2019 11:01 AM
91	A new public lot would help, I used to park at the bookstore if things were busy, but they've added meters, so I avoid that lot (and honestly, the store too). If I go to the mall, or kohls I don't pay to park, so I'm not a fan of it elsewhere.	3/25/2019 10:44 AM
92	Unfortunately the parking situation is not great in College Hill area and even worse in our historic down town!	3/25/2019 10:31 AM
93	Make the parking lot behind sidecar metered and take meters away from the lot behind social house. Limit the daytime parking behind the social house lot to 1 hour so college kids dont use it for their parking to go to class.	3/25/2019 10:25 AM
94	I really think we should be incentivizing walking and biking, rather than car culture!	3/25/2019 10:21 AM
95	Give us more parking!	3/25/2019 10:17 AM
96	Businesses should have a spot without being charged extra we already pay rent and thespots are usually taken anyway.	3/25/2019 10:08 AM
97	Enforce time limits on parking.	3/25/2019 10:02 AM
98	If you want business...there will be a parking problem. If you push business away...it will look like a ghost town.	3/25/2019 9:57 AM
99	Tear down old buildings and make it into parking. Stop putting in new buildings. There's many vacant buildings in the CF district.	3/25/2019 9:57 AM

College Hill Survey

Item 33.

100	Downtown CF made huge strides after the parking meters were removed. Downtown Waterloo still struggles with this issue despite all the new attractions and businesses. CF should utilize the need to do street repairs with the potential to widen streets for parking. Could also consider purchasing the old high school property from UNI to build a free parking lot. By the way, let's consider a short term lease or purchase of the college square mall and converting it into a high school!	3/25/2019 9:52 AM
101	The parking is only going to get worse. The students in the apartments are taking up valuable parking for people who want to shop and dine on the hill.	3/25/2019 9:48 AM
102	Onsite individual building parking requirements can kill both new development and incentives to revitalize old buildings. Allow property owners to meet walkability and beautification requirements instead and pay the city to navigate the construction of centralized offsite parking lot or future-proofed parking structures (ie automated garage that can be converted to standard mixed use if we ever see a drop in car dependency, see West Hollywood CA City Hall parking structure for reference) https://www.weho.org/city-government/city-manager/strategic-initiatives/25th-anniversary-capital-project/city-hall-automated-garage-and-community-plaza-project	3/25/2019 9:48 AM
103	The lot that used to be gingers bar now sits empty after the fire at great wall that resulted in gingers being taken/torn down. Can that lot become a parking space?	3/25/2019 9:35 AM
104	Increase enforcement of all parking regulations.	3/25/2019 9:29 AM
105	Giving parking permits on city lots to apartment tenants because developer / landlord wasn't required to provide parking was a bad idea. It makes it difficult for customers to park and shop. Make all buildings have adequate parking for their business and tenants. And for the record, the primary use of the building should be what the majority of the building is used for, not just what the main floor is. It's nit that difficult to figure out or interpret.	3/25/2019 9:24 AM
106	Meters. Not opposed to the new buildings but those city lots have become private parking lots for them with the purchase of the city monthly pass. I'll go elsewhere if it isn't convenient. Icon, Sidecar, Greenhouse, Milkbox, Copyworks Sub City etc all need walk in (parked close) customers with turnover in those spots nearby.	3/25/2019 9:23 AM
107	consider an agreement with the college to use their ramp, consider parking impact on neighborhoods before further building	3/25/2019 9:20 AM
108	More parking is needed for those of us that live elsewhere and are handicapped but still want to frequent places on the hill.	3/25/2019 9:10 AM
109	The city lot next to the bookstore shouldnt be overnight parking, also camous street should only be one side parking from w 22nd to w 18th. In the winterthe plowing was impossible, because of the parking.	3/25/2019 9:07 AM
110	Parking turnover is not bad. I frequent Milkbox and Sidecar for quick in/out, rarely a problem. There is always parking available, especially on east side, public lots. Should probably charge for most parking (aside from 15 minute spots), then it won't be over-used.	3/25/2019 9:05 AM
111	Metered parking in all public lots. Public lots are being used for urban flat parking. It's not right.	3/25/2019 9:00 AM
112	Parking on college hill gets filled up by students at UNI due to its insufficient parking (even with parking passes not enough room for students) and college hill then suffers from it as well	3/25/2019 8:58 AM
113	Create new lots somehow. More parking is needed and the amount of times I have gotten a ticket for being parked for just under two hours is ridiculous. Two hour parking should be 2 hours, not 1.5 hours.	3/25/2019 8:58 AM
114	If businesses and residences on the Hill are to expand, then parking needs to expand.	3/25/2019 8:54 AM
115	Parking is already bad enough and it's going to be made infinitely worse with the approval of the mixed use building. All side street parking and most of the lots are already taken up with resident parking so those stalls don't turn over. Where are people going to those businesses supposed to park when no parking is provided?? And the apartments will only add more cars because they are going to have more than one car per apartment. It makes no sense to approve these projects and not mandate parking for customers. Fix the code.	3/25/2019 8:46 AM
116	Walk, people, walk!	3/25/2019 8:45 AM
117	Public transportation might help issues a lot all over CF	3/25/2019 8:43 AM
118	NA	3/25/2019 8:41 AM
119	Parking ramp at one end. I'd be willing to walk a block.	3/25/2019 8:29 AM



10 March 2021

To: Members of Cedar Falls Planning & Zoning Commission
Cedar Falls, IA 50613

Dear Cedar Falls Planning and Zoning Commission Members:

At the March 8th College Hill Partnership Board Meeting, after reviewing and hearing a brief recap of the proposal from city staff, the board of directors voted to support the Imagine College Hill Vision Plan Proposal.

Our organization is encouraged by this current proposed vision plan which we hope will lead to code changes that will spur a renewed excitement in our district and lead to additional improvements. It is no secret that the current code has left developers, commission and council members, our organization, and many members of the public questioning how to move forward with any proposed development or improvement within our neighborhood overlay.

This plan will allow College Hill to move forward in a way that supports the neighborhood, university, and City's vision for a thriving district. We might be biased, but we believe College Hill's improvement is one of the areas that could bring the most impact to the City of Cedar Falls. Because College Hill is the front door to the City from the University of Northern Iowa, we are the first impression to future students and parents that visit UNI.

A first impression is essential not just when entering the business district but also when exploring College Hill's neighborhoods. Having ample private student housing close to campus and stabilizing the neighborhoods, and creating a walkable, accessible area, are all elements in the plan that work as a team. This is a diversity we would like to maintain as it is one of the things that make College Hill unique.

We are well aware that land use and planning and zoning policy have historically intentionally negatively impacted people or unintentionally not planned adequately for all. So we hope that the final recommendations directly address the impacts of the plan and code changes on marginalized people and concerns such as those about affordable housing. We expect the plan to strongly emphasize the elements such as diversity in the housing market, increased density towards the core of the Hill, and stabilization of the surrounding neighborhoods. Doing this will create a better balance in the housing market, opening up opportunities for a variety of housing options and price points for people of all ages and financial statuses.

This specific plan proposal allows for a unique opportunity to improve how we create rules ensuring they are equitable and inclusive for all. We hope addressing the issue of impacts on marginalized people becomes a priority conveyed in the vision plan proposal. The College Hill Partnership not only wants to think of the interests of the current stakeholders of the College Hill neighborhood, but the future stakeholders as well, who are likely to be more diverse.

Regards,
K E Sogard
Kathryn Sogard, Executive Director

College Hill Partnership
on Behalf of the Partnership Board Of Directors

College Hill Partnership

2304 College Street
PO Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6228
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2020-2021

Board of Directors

Chris Martin, President
Ryan Kriener, Vice President
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Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Brent Dahlstrom
Elle Boeding
Kyle Dehmlow
Bettina Fabos

Michelle Pezley

From: Brent Dahlstrom <brentdahlstrom@gmail.com>
Sent: Sunday, February 14, 2021 9:24 AM
To: Michelle Pezley
Subject: Re: Imagine College Hill! Vision Plan

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Michelle,

Thank you for the email and overview. It is a great plan and I look forward to seeing it implemented.

Brent Dahlstrom

(T) 319-768-7235

(F) 319-483-6806

(E) brentdahlstrom@gmail.com

On Fri, Feb 12, 2021 at 2:38 PM Michelle Pezley <Michelle.Pezley@cedarfalls.com> wrote:

Brent,

Thank you again for your time that you took to talk to the Ferrell Madden in October. The City released the *Imagine College Hill! Vision Plan* on February 11, 2021. The plan will include suggestions that were gathered from the you and community during the online Design Charrette Week which was held in October 2020 as well as the kick-off event in January 2020. These events invited citizens to share their feedback on the future of the College Hill area including suggestions and ideas on topics such as walkability and the size, scale, and character of new developments.

The drafted plan is available for public viewing and feedback at www.ourcedarfalls.com. A community survey is on the website as well so citizens can submit questions and provide their input. Ferrell Madden provided a presentation that outlined the plan to the Planning and Zoning Commission on February 10, 2021 meeting which is also linked at www.ourcedarfalls.com.

On March 10, it is anticipated that a public hearing will be held before the Planning and Zoning Commission. The Commission is expected to make their recommendations at their meeting on March 24. This new draft will subsequently be available for citizen viewing at www.ourcedarfalls.com beginning March 29.

Staff appreciates the time that you have given to this project and we look forward to input regarding the plan. Please let me know if you have any questions.

Sincerely,

Michelle

Michelle Pezley

Planner III

City of Cedar Falls

220 Clay Street

Cedar Falls, Iowa 50613

Michelle.pezley@cedarfalls.com

P: 319.268.5194

F: 319.273.8610

Michelle Pezley

From: Kamyar Enshayan <kenshayan@gmail.com>
Sent: Wednesday, March 10, 2021 5:58 AM
To: Karen Howard
Subject: Feedback on College Hill Vision /plan

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Thanks again Karen for printing a copy for me.

I loved their read on the situation. College Hill is a gem and could become more so if we further act on the recommendations of this report.

My feedback here is based on my daily observations of nearly 30 years of walking around College Hill neighborhood on a daily basis, this is my neighborhood and I treasure it. Here are few thoughts:

1. **More trees, please.** The area is so bare, parking lots need more trees, more street trees, replacements of ROW trees, etc. That will mean more shade, more pleasantness, more inviting. I have a crew of our AmeriCorps members to plant more trees in this and any other CF neighborhoods.
2. The need for letting people who are driving be on Univ. Ave, Hudson Road, Main St, ... to know they are just blocks away from College Hill... **a sense of arrival, gateway, directional signs, etc.**
3. **The need for enhanced/visible gathering place on the Hill** Right now, the location of such gatherings is a parking lot at the SW corner of 22nd and College. It is used for Farmers Market, June - Oct. It is used for October Fest, or other fairs, etc. I highly encourage the city to considering designing a light hoop structure or something to cover that space with a durable tarp (like the Dome) ... that way that space can be used for any weather, Farmers Market will not be cancelled due to heavy rain, and many other events could be held in this visible, location on the Hill, and still remain a parking as well. THAT will do a lot to creat public spaces for everyone on the Hill. Much needed, and will not be too costly.
4. **Protecting Dry Run Creek streambanks, buffer vegetation** and even the possibility of a trail along it by purchasing homes that were built too close to it... I have heard about a proposal to put the length of one block of that stream underground does not jive with good design and land stewardship... \$\$ to bury the stream could be better used in other natural enhancements... simply better protect the banks of the stream, buy out vulnerable properties, people want to walk, run... give them those spaces. Dry Run Creek is a huge asset, bird habitat, and much pleasantness.

Thanks again for your leadership on this; the report is FULL of excellent suggestions. Please let me know how I can help.

Thanks,
Kamyar

Michelle Pezley

From: kfbigelow@gmail.com
Sent: Wednesday, March 10, 2021 4:54 PM
To: Karen Howard
Cc: Jacque Danielsen
Subject: College Hill

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Ms. Howard and Planning & Zoning Commissioners:

I have been a professional hairstylist and business owner for 30 years. In 2012 I moved my business to a small location across from Kwik Star on College Street. During the two years I was there, two other stylists tried and failed to be able to build and maintain a clientele because of two main factors; extremely limited parking (4 spaces on the street in front to be shared by 5 businesses) and the transient nature of college students who don't remain in town. Many permanent residents of Cedar Falls are put off by limited parking and seek out businesses where it is readily available when deciding on somewhere new to do business. Especially service businesses where there is also a time investment.

After Urban Flats Apartments was constructed along Olive Street, there was significantly more parking congestion even though the building did provide some tenant parking. There was rarely an available space for even just my clientele. So, with that and after losing two wonderful stylists due to my business location at the bottom of "The Hill", I joined the Razor's Edge, a 50 year old establishment with public parking behind the building. It was a great move for awhile, until Urban Flats was allowed to build another complex with zero parking for its tenants. The tenants of their apartments consumed that parking lot daily and it became intolerable for our clients, once again. Many times we had tenants towed for blocking us in at our private parking spots. We received daily complaints from customers unable to find parking and endured lots of missed appointments because of it. To be clear, our clientele ranges in ages from 1-97+.

Once again a business move was decided upon. This time it wasn't just me but one of longest standing establishments on College Street was pulling out too. After more than 50 years in one location, 2211 College Street was no longer a good place to remain in business.

Any business owner will say, moving comes with risk and is not an easy decision. It's been almost 2 years since we moved and we haven't had to hear one complaint about parking. Our lives have become all but stress free as far as our business goes; it's been amazing!

I urge you not to repeat the mistakes of Cedar Falls' past when considering parking requirements in high density areas. One stall per bedroom might not be used by every tenant but many people share bedrooms; those stalls are used. UNI students come to Cedar Falls driving cars and expect somewhere to park; many of them aren't deterred by tickets or tows when they don't want to walk.

College Hill has devolved into an area only capable of maintaining bong and smoke shops, liquor stores and bars. Many of these businesses complain about "off season" business decline. Drive through and look for yourself. Of course those types of places don't require long term parking because no one hangs out there long; but is that the type of corridor we desire surrounding our University? Cedar Falls deserves better with our tax dollars.

With Concern,

Kara Bigelow-Baker

Sent from my iPhone



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: Karen Howard, AICP, Planning & Community Services Manager
DATE: May 3, 2021
SUBJECT: Cedar Falls Wayfinding Signage Project
 Amendment to Professional Services Agreement – Nagle Signs

In December of 2019, the City entered into an agreement with Nagle Signs to design, fabricate and install wayfinding signs in key locations along major roadways in the community. The intent of this project is to enhance the City’s brand, ease navigation and reinforce key destinations.



Several of the signs will be located within the State Highway 57 right-of-way along W. 1st Street. The project was delayed due to the need to modify the design of the signs based on IDOT specifications. In addition, to keep a consistent design, all the signs were changed to match the IDOT requirements. In addition, the signs within the highway right-of-way are required to be larger in size and a number of the signs that include four destinations were increased in size to maintain a consistent font size. Based on the additional design services required and the increase in the size of the signs, the cost increased by \$4,734.11 to a total of \$26,540.79. The following table indicates the number and size of the signs included in the project.

Summary of Wayfinding Sign Changes:

Fifteen 36” by 42” custom routed 1/8” aluminum mill finish sign panel.	No change
Three 36” x 52” custom routed 1/8” aluminum mill finish sign panel.	Increased from 36x42, to keep font 2 ½” when 4 destinations listed
Five 60” x 66” custom routed 1/8” aluminum mill finish sign panel.	Increased from 36x42, to meet IDOT requirement of 4” lettering on W 1 st St.

Staff recommends approval of the attached amendment to the sign contract with Nagle Signs to reflect the revised scope of services and increase in cost.

If you have any questions, please feel free to contact this office.

SUPPLEMENTAL AGREEMENT #1

**Amendment Cedar Falls Wayfinding Signage Project
Cedar Falls, Iowa
City Project Number MC-000-3213
Date: _____**

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa, hereinafter referred to as "CLIENT" and Nagle Signs, hereinafter referred to as "CONSULTANT," dated December 16, 2019 (Resolution 21,825); and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include an unforeseen cost increase of \$4,734.11 due to additional design services and an increase in the sign sizes to meet Iowa DOT specifications; and to extend the date for completion of the project to June 20, 2021;

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement to substitute this amended Scope of Services in lieu of the original Scope of Services:

SCOPE OF SERVICES

*** This document outlines the amended scope of services for the Wayfinding Signage Project. The term "CONSULTANT" as used in this document shall be defined as the sign contractor Nagle Signs Inc. that will be performing work for the City of Cedar Falls under contract, hereinafter, the "CITY", under contract.

A. Project Description

Cedar Falls Way Finding Signage project is designed to enhance the City's brand, ease navigation and reinforce key destinations. The goal of this project is to demonstrate a heightened interest in effective wayfinding systems. Cedar Falls has a number of key destinations including cultural, arts and entertainment districts, the University of Northern Iowa, recreational trails, commercial corridors and an extensive park system.

The CONSULTANT will work with city staff to determine the final locations of the wayfinding signs illustrated in Exhibit A. These signs will be designed, fabricated and installed by the CONSULTANT, except for the two signs that will be located within the State Highway 57 right-of-way within the area of the ongoing W. 1st Street Reconstruction Project. These two signs will be delivered to the City, who shall have them installed as part of the reconstruction project.

B. General Scope of Work

The work by the CONSULTANT includes the following:

- Design and fabricate 23 general wayfinding single-sided signs and install 21, as indicated on attached Exhibit A (2 signs will be installed by the City as part of the W. 1st Street Reconstruction Project).
- General wayfinding signs will be mounted to 2 steel posts (2" square with 14 gauge wall) with black industrial enamel painted finish. Steel posts mounted over perforated steel ground sleeves. Signs mounted on street lights will have a top and bottom strap with support brace. Signs mounted on street lights shall be approved by Cedar Falls Utilities, otherwise, said signs will be mounted on 2 steel posts.
- 3M 3930 white high intensity prismatic vinyl sheeting (HIP) base with digitally printed graphics on 3M IJ3650 clear vinyl with 3M 8519 protective UV overlamine.
- Fifteen 36" by 42" custom routed 1/8" aluminum mill finish sign panel. Three 36" x 52-1/2" custom routed 1/8" aluminum mill finish sign panel. Five 60" x 66" custom routed 1/8" aluminum mill finish sign panel. Sign panels and steel poles and brackets painted to match.
- Sign panels bolted to steel poles.
- Request all utility locates for each sign.



C. Project Team

Consultant
Nagle Signs Inc.

Scope
Design, fabricate, and install wayfinding signs

D. Revised Schedule

Consultant shall fabricate and install signs in the spring and early summer of 2021. The project shall be completed by June 20, 2021. Final invoice shall be submitted prior to June 30, 2021.

E. Additional Services

No additional services are included at this time. They may be added as extra work by Supplemental Agreement when appropriate to the project schedule.

F. Compensation and Terms of Payment

Amended total compensation for the project is a not to exceed fee of Twenty Six Thousand Five Hundred Forty Dollars and Seventy Nine Cents (\$26,540.79). The CONSULTANT invoiced and received an initial payment of \$10,903.34 at the initiation of the project as a down payment for the work. Upon satisfactory completion of the project for the services described in this agreement, the CONSULTANT shall invoice the CLIENT for the remainder of the contracted amount, which is \$15,637.45.

CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

G. Professional Services Agreement

In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 16, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first stated above.

APPROVED FOR CLIENT

By: _____
Printed Name: Robert M. Green
Title: Mayor

Attest: _____
Printed Name: Jacque Danielson, MMC
Title: City Clerk

APPROVED FOR CONSULTANT

By: _____ 4/27/21
Printed Name: Mason Fromm
Title: Client Relations



WATERLOO
1020 WINDY AVE, PO BOX 3008
WATERLOO, IA 50704
319-262-4600 • 301-728-4604
FAX 319-262-7341

MARSHALSTOWN
605 IOWA AVE, WEST
MARSHALSTOWN, IA 50318
641-782-6600 • 641-656-7446
FAX 641-352-9185

PROJECT

CEDAR FALLS
WAYFINDING

LOCATION

CEDAR FALLS, IA

REPRESENTATIVE

MASON FROMM

DESIGNER

JESSICA KAISER

SKETCH #

5-14-2020

SCALE

1/2" = 1'0"

FILE NAME

CEDAR FALLS/
WAYFINDING/
OF WAYFINDING.FS

PRINT FILE(S)

/

REVISION(S)

1 8-12-2020

2

3

4

5

WORK ORDER #



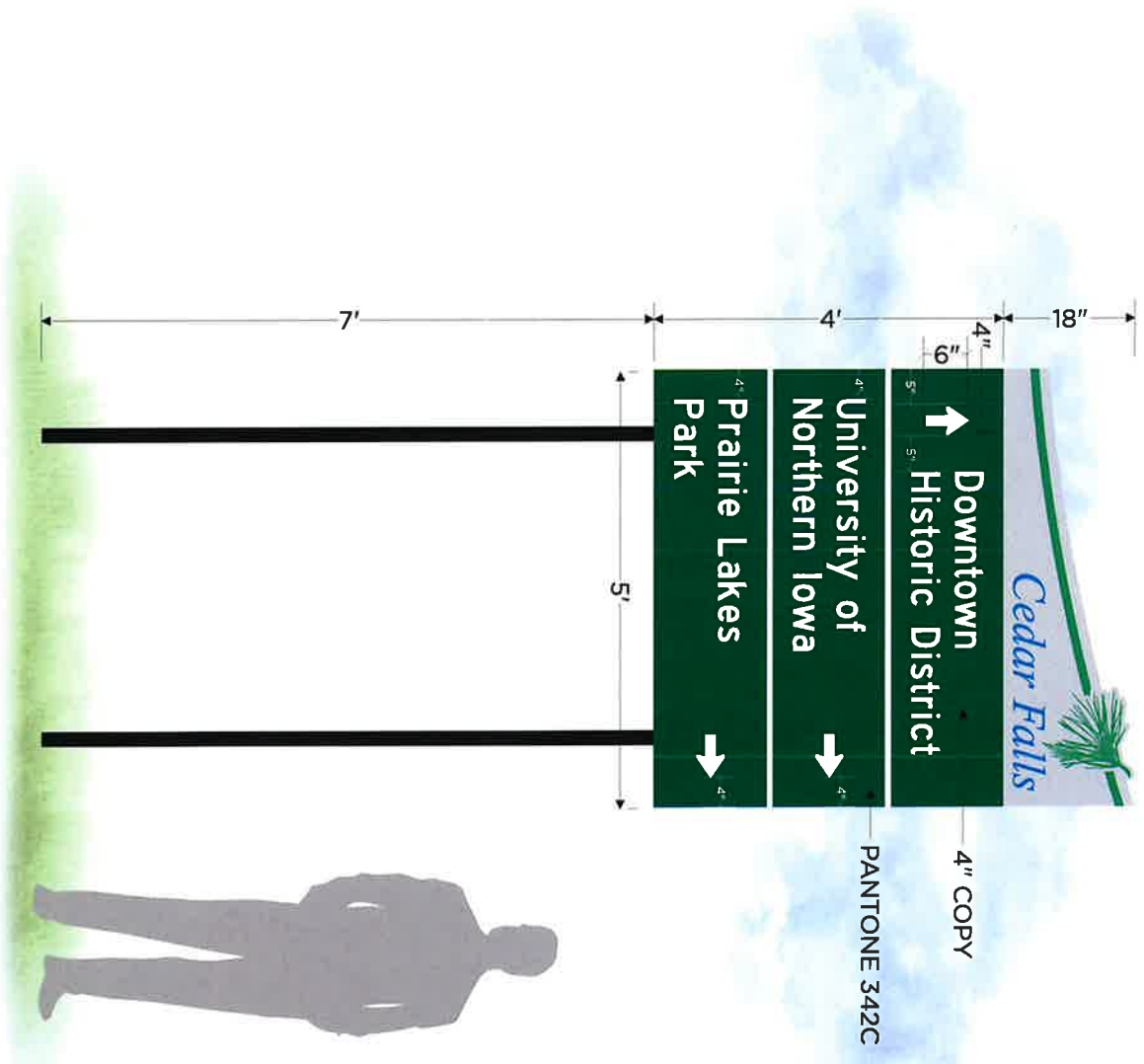
CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

TYPICAL DOT ROW

Amendment # 1 - Cedar Falls Wayfinding Signage Project
Exhibit A

SHEET 1 OF 6



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 Fax: 319-239-7314
 MARSHALLETOWN
 605 Iowa Ave, West
 Marshalltown, IA 50209
 641-724-4434 • 800-728-4404
 Fax: 641-732-6948

PROJECT
 CEDAR FALLS
 WAYFINDING

LOCATION
 CEDAR FALLS, IA

REPRESENTATIVE
 MASON FROMM

DESIGNER
 JESSICA KAISER

SKETCH
 5-14-2020

SCALE
 1/2" = 1'0"

FILE NAME
 CEDAR FALLS/
 WAYFINDING/
 CF WAYFINDING.FS

PRINT FILE(S)
 /

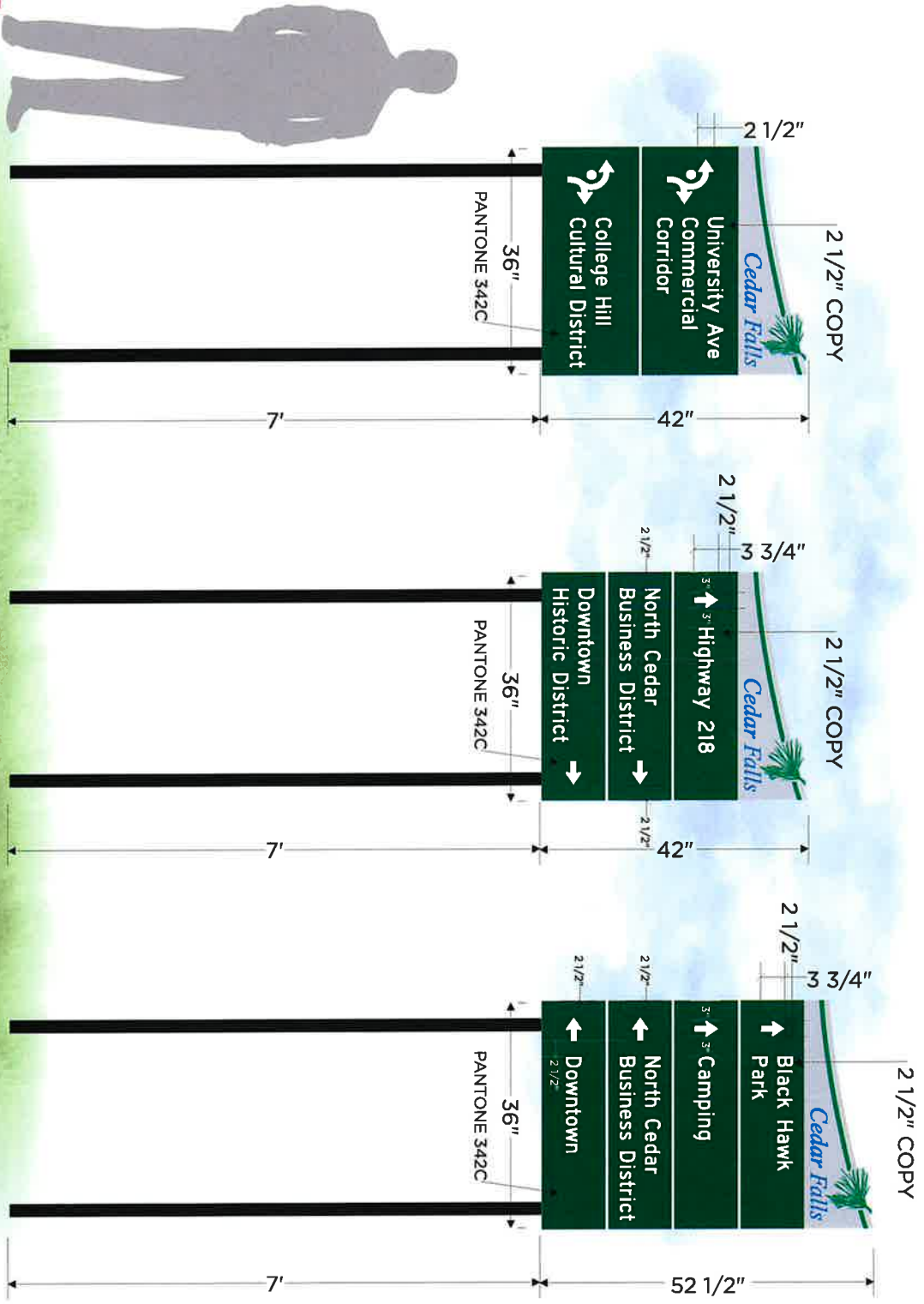
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 1 8-12-2020
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WORK ORDER #

CLIENT APPROVAL
 SIGNATURE/DATE

naglesigns.com

TYPICAL CITY ROW



TYPICAL 2 DIRECTIONS

TYPICAL 3 DIRECTIONS

TYPICAL 4 DIRECTIONS

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Fax: 319-228-7254

MARSHALLTOWN
408 Iowa Ave, Unit 1018
Marshalltown, IA 52559
641-752-6509 • 888-452-7446
Fax: 641-752-6988

PROJECT
CEDAR FALLS
WAYFINDING
LOCATION
CEDAR FALLS, IA

REPRESENTATIVE
MASON FROMM

DESIGNER
JESSICA KAISER

SKETCH #
5-14-2020

SCALE
1/2" = 1'0"

FILE NAME
CEDAR FALLS/
WAYFINDING/
CF WAYFINDING.FS

PRINT FILE(S)
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1 8-12-2020

WORK ORDER #

INTERNATIONAL SIGN ASSOCIATION
CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

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Carter St / Lone Tree Rd.

A - EASTBOUND

Cedar Falls

- ↑ Highway 218
- North Cedar Business District
- Downtown Historic District

A - WESTBOUND

Cedar Falls

- ↑ Black Hawk Park
- ↑ Camping
- North Cedar Business District
- Downtown

Lone Tree Rd / Big Woods Rd.

B - EASTBOUND

Cedar Falls

- Big Woods Lake
- Camping
- Trail Head/ Boat Ramp

B - WESTBOUND

Cedar Falls

- Big Woods Lake
- Camping
- Trail Head/ Boat Ramp

Hudson Rd / W. 1st Street

C - NORTHBOUND

Cedar Falls

- Downtown Historic District
- Visitors Information
- Island Park Beach House

C - EASTBOUND

Cedar Falls

- ↑ Downtown Historic District
- University of Northern Iowa
- Prairie Lakes Park

C - WESTBOUND

Cedar Falls

- Robinson-Dresser Sports Complex
- University of Northern Iowa
- Prairie Lakes Park

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PRINT SETTING - CHOOSE "ACTUAL SIZE" OR 100% SCALE



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Waterloo, IA 50704
319-239-4404 • 800-278-4404
Fax: 319-239-7514

MARSHAL TOWN
405 Iowa Ave. West
Marshalltown, IA 50158
641-752-6508 • 888-656-7444
Fax: 641-752-6868

PROJECT

CEDAR FALLS
WAYFINDING

LOCATION

CEDAR FALLS, IA

REPRESENTATIVE

MASON FROMM

DESIGNER

JESSICA KAISER

SKETCH #

5-14-2020

SCALE

1/2" = 10'

FILE NAME

CEDAR FALLS/
WAYFINDING/
CF WAYFINDING.FS

PRINT FILE(S)

/

REVISION(S)

- 1 8-12-2020
- 2
- 3
- 4
- 5

WORK ORDER #



CLIENT APPROVAL

SIGNATURE/DATE

naglesigns.com

WHEN PRINTED - IF YOU CAN SEE THIS TEXT, THIS ARTWORK IS NOT TO SCALE

W. 1st St / Franklin St.

Cedar Falls

- Downtown Historic District
- Visitors Information
- ← University of Northern Iowa

D - SOUTHBOUND

Cedar Falls

- Island Park Beach House
- Tourist Park
- North Cedar Business District

D - EASTBOUND

Cedar Falls

- Island Park Beach House
- Tourist Park
- North Cedar Business District

D - WESTBOUND

W. 1st St. / Main St.

Cedar Falls

- Downtown Historic District
- Gateway Park
- Big Woods Lake

F - WESTBOUND



WATERLOO
1020 Wilbur Ave. PO BOX 2098
Waterloo, IA 50704
319-282-4604 • 800-728-4604
Fax: 319-282-7314
MARSHAL TOWN
605 Iowa Ave. West
Marshalltown, IA 52551
641-752-6588 • 888-656-7446
Fax: 641-752-6780

PROJECT

CEDAR FALLS
WAYFINDING

LOCATION

CEDAR FALLS, IA

REPRESENTATIVE

MASON FROMM

DESIGNER

JESSICA KAISER

SKETCH

5-14-2020

SCALE

1/2" = 1'0"

FILE NAME

CEDAR FALLS/
WAYFINDING/
CF WAYFINDING.FS

PRINT FILE(S)

/

REVISION(S)

1 8-12-2020

2

3

4

5

WORK ORDER #



CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

Hudson Rd / W. 12th St

G - NORTHBOUND

Cedar Falls

- ← Birdsell Park
- ← Peasant Ridge Golf Course
- ← Robinson-Dresser Sports Complex

G - SOUTHBOUND

Cedar Falls

- ← University of Northern Iowa
- ← Birdsell Park
- ← Peasant Ridge Golf Course
- ← Robinson-Dresser Sports Complex

Hudson Rd / W. 23rd St

H - NORTHBOUND

Cedar Falls

- ← Birdsell Park
- ← Peasant Ridge Golf Course
- ← College Hill Cultural District

H - SOUTHBOUND

Cedar Falls

- ← Industrial Park
- ← Prairie Lakes Park
- ← College Hill Cultural District

University Ave / College St

I - EASTBOUND

Cedar Falls

- ← University Ave Commercial Corridor
- ← College Hill Cultural District
- ← The Falls Aquatic Center

I - WESTBOUND

Cedar Falls

- ← University of Northern Iowa
- ← Gallagher Bluedorn Center
- ← College Hill Cultural District

University Ave / Main St.

J - EASTBOUND

Cedar Falls

- ← Downtown Historic District
- ← The Falls Aquatic Center
- ← Paw Park

J - WESTBOUND

Cedar Falls

- ← University of Northern Iowa
- ← The Falls Aquatic Center
- ← Paw Park
- ← Downtown Historic District

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PRINT SETTING - CHOOSE "ACTUAL SIZE" OR 100% SCALE



WATERLOO
1020 Waterloo Ave, PO Box 2098
Waterloo, IA 50704
319-253-4604 • 800-728-4604
Fax: 319-253-7314

MARSHALSTOWN
605 Iowa Ave, West
Marshalltown, IA 50138
643-752-4608 • 888-656-7446
Fax: 643-752-0780

PROJECT
CEDAR FALLS
WAYFINDING

LOCATION
CEDAR FALLS, IA

REPRESENTATIVE
MASON FROMM

DESIGNER
JESSICA KAISER

SKETCH #
5-14-2020

SCALE
1/2" = 10'

FILE NAME
CEDAR FALLS/
WAYFINDING/
CF WAYFINDING.FS

PRINT FILE(S)
/

REVISION(S)
1 8-12-2020
2 3-23-2021
3
4
5

WORK ORDER #



CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

University Ave / Waterloo Rd.

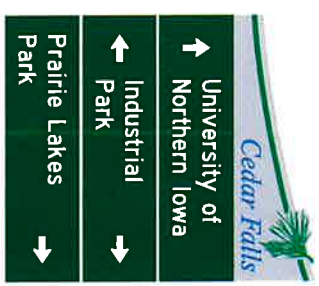


K - SOUTHBOUND

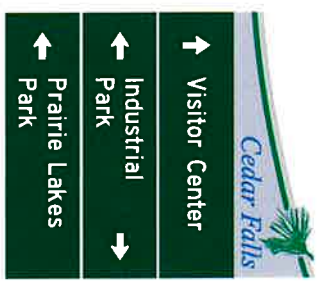


K - WESTBOUND

Hudson Rd / Viking Rd.



L - NORTHBOUND



L - SOUTHBOUND

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PRINT SETTING - CHOOSE "ACTUAL SIZE" OR 100% SCALE

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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: Karen Howard, AICP, Planning & Community Services Manager
DATE: May 3, 2021
SUBJECT: Acceptance of Electrical Easement – 312 W. 1st Street

An electrical easement was required as a condition of approval of the site plan for the construction of the new Community Bank & Trust building at 312 W. 1st Street. Prior to construction it was mutually agreed between the developer and CFU that the new transformer and extension of electrical services should be established along the northern property line rather than a location across the center of the site as originally shown on the site plan.

Staff recommends acceptance of the attached utility easement agreement and easement plat that corresponds with the location of the new transformer and electrical services on the site at 312 W. 1st Street.

If you have any questions, please feel free to contact this office.

Plat of Electrical Easement

Part of Lot 3, Block 17
Village (now City) of
Cedar Falls, Iowa

Item 35.

Reserved for County Recorder's Use

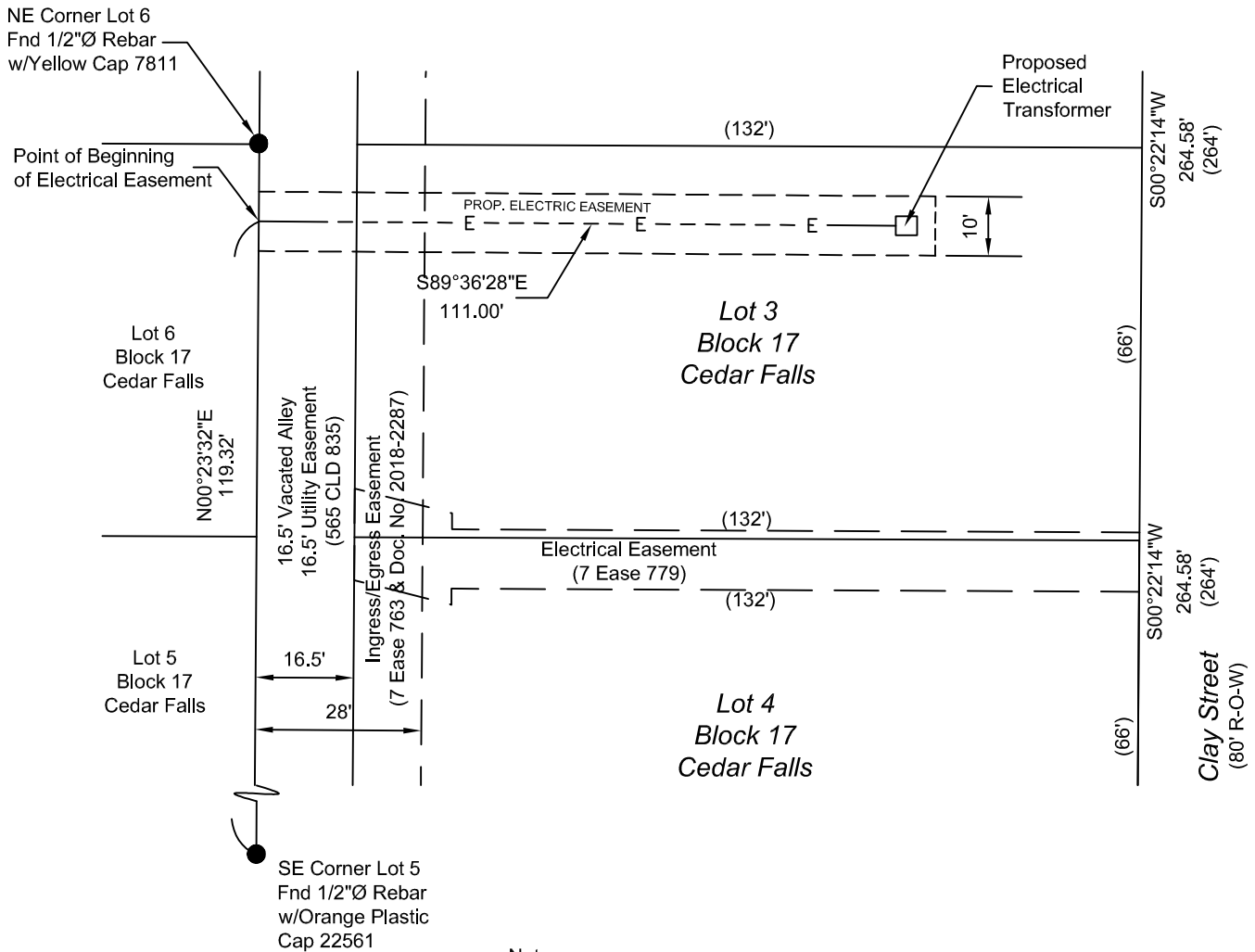
Index Legend

Description: Lot 3, Block 17, Village (now City) of Cedar Falls
 Surveyor: Matthew Kofta, PLS 22561
 Company: VJ Engineering
 1501 Technology Parkway, Suite 100
 Cedar Falls, IA 50613
 319-266-5829
 Proprietor: Community National Bank
 Survey Requested by: Bob Seymour w/Community National Bank

Easement Description:

That part of Lot 3 and the adjacent vacated alley in Block 17, Original Plat of the Village (now City) of Cedar Falls, described as:
 Commencing at the southeast corner of Lot 5 in said Block 17; thence N0°23'32" E 119.32 feet along the west line of the vacated alley in said Block 17 to the point of beginning of the centerline of a 10-foot electrical easement; thence S89°36'28"E 111.00 feet to the point of terminus of said 10-foot electrical easement on the east side of the electrical transformer.

NORTH

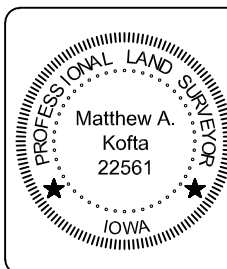


Notes:

- 1.) The East line of Block 17 was assumed to bear S00°22'14"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 10/21/2019
- 5.) Easement Area to be created: 1,110 Sq. Ft.

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



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 Kofta
 Matthew A. Kofta, P.L.S.
 License number 22561
 My license renewal date is December 31, 2020
 Pages or sheets covered by this seal: 1

208045



VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-5829

Electrical Easement
 Part of Lot 3, Block 17
 Village (now City) of Cedar Falls

page 1/1
 scale 1"=30'
 drawn by 520

Prepared by and return to:

Wendell Lupkes, VJ Engineering, 5301 Technology Parkway, Cedar Falls, IA 50613, 319-266-5829

Garrett Ramthun, Cedar Falls Utilities, P.O. Box 769, Cedar Falls, IA 50613-0769, 1-319-268-5375

EASEMENT

FILE NO.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, hereinafter "Grantor", for good and valuable consideration to Grantor, receipt of which is hereby acknowledged, does hereby grant unto the City of Cedar Falls, Iowa, for the use and benefit of The Municipal Electric and Communications Utilities of the City of Cedar Falls, Black Hawk County, Iowa, hereinafter called "City", its successors and assigns, and to any other established entity which regularly furnishes communication, data or media services which are delivered or available on a city wide basis, a perpetual right-of-way easement with the right, privilege and authority to construct, reconstruct, operate, maintain and remove an electric or communication line or lines, wires, transformers and other fixtures, over, across, upon and under the following described real estate owned by the Grantor and located in the County of Black Hawk, State of Iowa, to-wit:

Easement Description

That part of Lot 3 and the adjacent vacated alley in Block 17, Original Plat of the Village (now City) of Cedar Falls, described as:

Commencing at the southeast corner of Lot 5 in said Block 17; thence N0°23'32" E 119.32 feet along the west line of the vacated alley in said Block 17 to the point of beginning of the centerline of a 10-foot electrical easement; thence S89°36'28"E 111.00 feet to the point of terminus of said 10-foot electrical easement on the east side of the electrical transformer.

Parcel Description

Lots One (1), Two (2), Three (3), Four (4), and Six (6), all in Block Seventeen (17) in the Village (now City) of Cedar Falls, EXCEPT that part conveyed to The City of Cedar Falls, Iowa by warranty deed as recorded June 12, 1987 in CLD Book 593 Page 65 in the office of the Recorders of Black Hawk County, Iowa

-ALSO-

All of the alley, EXCEPT the North Ten (10) feet thereof, in Block Seventeen (17) in the Village (now City) of Cedar Falls

Property Address: 312 W. 1ST Street, Cedar Falls, IA 50613

Parcel: 8914-12-178-006

Together with the right to the City, its successors and assigns, of ingress and egress to, from and over said real estate for doing anything necessary or useful for the enjoyment of the rights herein granted; also the privilege of removing at any time any structure or obstruction which may interfere with the proper maintenance and operation of utilities located thereon; together with all rights and privileges required for the full enjoyment of the rights herein granted.

Dated this 3rd day of November, A.D. 2020.

Stacey Bentley for Community Bank and Trust
Stacey Bentley, President & CEO President, CEO. Robert M. Green, Mayor

Community Bank & Trust, a Division of
Cedar Rapids Bank & Trust Company
422 Commercial Street
Waterloo, Iowa 50701

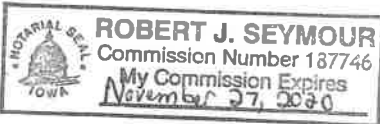
City of Cedar Falls, Iowa
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF BLACK HAWK } ss

On this 3rd day of November, A.D. 2020 before me, a Notary Public, personally appeared Stacey Bentley, President & CEO of Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Robert J. Seymour
Notary Public – State of Iowa





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: April 29, 2021

SUBJECT: Olive Street Box Culvert Replacement
 City Project No. BR-106-3215
 Setting Public Hearing

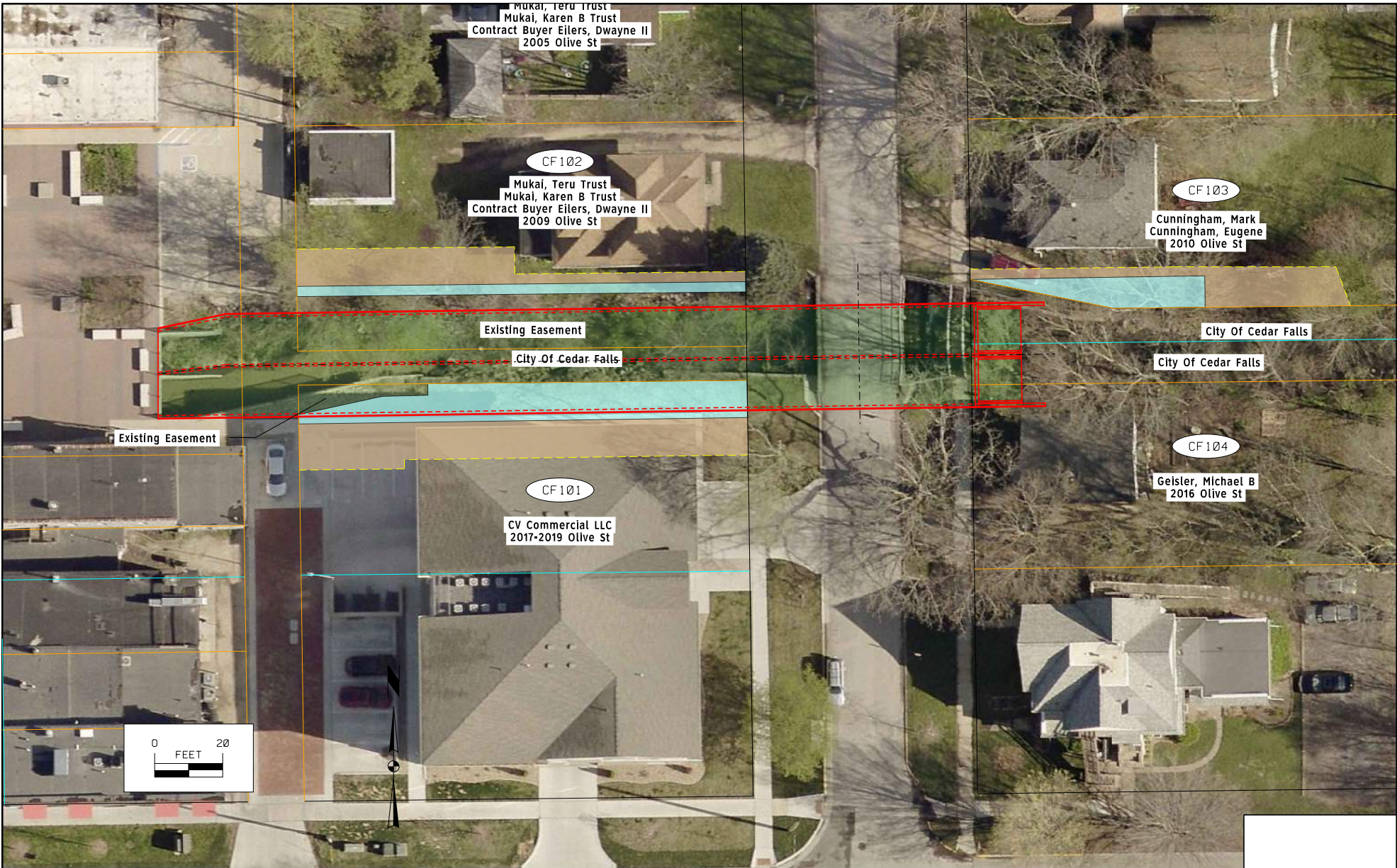
The City of Cedar Falls is planning to remove and replace the existing 2 span slab bridge at Olive Street with a twin box culvert. The existing bridge will be replaced with a box culvert extending from the existing College Street Culvert to the east side of Olive Street, downstream channel improvements will be incorporated, sidewalk improvements for walkability to the College Hill corridor, and placement of a new road above the culvert. The project will include improvements to the water main, storm sewer and sanitary sewer. Right-of-Way acquired for the project will be used for culvert alignment and stream channel restorations. Plans for the project shows the need for fee title and/or easement acquisitions from approximately four (4) properties.

These acquired property acquisitions are a result of the new culvert design. Due to the changes in the culvert, stream channel improvements, and the necessary utility upgrades, the City plans to acquire the right-of-way from the properties at the four corners of the existing bridge. Temporary construction easements will be necessary for three properties located on the northwest, northeast and southwest. One property in its entirety will be condemned as part of the project located at the southeast side of the bridge.

Iowa law requires that the City Council holds a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

The Engineering Division recommends setting Monday, May 17th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project

xc: Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer



LEGEND	
	RIGHT-OF-WAY LINES
	TEMP. EASEMENT LINES
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



**OLIVE STREET BOX
CULVERT REPLACEMENT
ROW EXHIBIT**

CITY OF CEDAR FALLS
JUNE 2020

CITY PROJECT NUMBER: BR-106-
AECOM PROJECT NUMBER: 6062



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Planning & Zoning Commission
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: April 29, 2021
SUBJECT: Setting date of hearing - Rezoning Request 4800 Block Cedar Heights Drive Oster Property (RZ21-001)

REQUEST: Rezone property from A-1, Agricultural District and R-1, Residential Zoning District to MU, Mixed Use Residential Zoning District. Update the Pinnacle Prairie Master Plan accordingly.

PETITIONER: Oster Family Limited Partnership

LOCATION: 500 feet north of Huntington Road, west Side of Cedar Heights Drive

PROPOSAL

Oster Family Limited Partnership has requested to rezone approximately 15 acres of property from the A-1, Agricultural District (approx. 12 acres) and R-1, Residential Zoning District (approx. 3 acres) to MU, Mixed Use Residential Zoning District. As shown on the attached rezoning plat, this property is located 500 feet north of Huntington Road along the west side of Cedar Heights Drive. The applicant has submitted a concept plan for the area proposed for rezoning that will be intended largely for multi-unit dwellings.

The intent of this request for rezoning is to incorporate the subject property into the larger Pinnacle Prairie MU District and update the Pinnacle Prairie Master Plan accordingly.

In order to rezone the property, an amendment to the Future Land Use Map within the City's Comprehensive Plan will be necessary. The Future Land Use Map in the City's Comprehensive Plan designates the area that is the subject of the rezoning request as a combination of "Office and Business Park," "Planned Development," and "Greenways and Floodplain." The applicant has requested a change to the map to designate this area as "Planned Development," as it will allow this area to be integrated into the master planned development to the west and south.

On a vote of 8-0, the Planning and Zoning Commission recommended approval of an

amendment to the Future Land Use Map at their meeting on October 14, 2020. At that same meeting, the initial request for rezoning failed to gain the support of a majority of the Commission and failed on a vote of 4-4. The applicant re-applied with a modified rezoning proposal and update to the Pinnacle Prairie Master Plan to address staff and Commission concerns regarding adequate street connections. Staff recommended approval of the revised rezoning request and updated master plan. At their meeting on April 14, on a vote of 9-0, the Commission unanimously voted to recommend approval of the revised rezoning request and master plan update.

Staff now requests the City Council to set a public hearing date for May 17, 2021 to formally consider the change to the Future Land Use Map, the rezoning request, and the update to the Pinnacle Prairie Master Plan. A full staff report and summary of the Planning and Zoning Commission meeting discussions will be provided to the City Council prior to the public hearing.

Rezoning Plat

Part of Ideal Acres

City of Cedar Falls, Black Hawk County, Iowa

NORTH



R-1 to MU Rezoning Description:

The West 110 feet of Lot 1; Lots 2, 3, and 4 except that part deeded to the City of Cedar Falls, Iowa in 565 CLD 326 for street purposes, all in "Ideal Acres" in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

A-1 to MU Rezoning Description:

The North 528 feet of Lot 13, all in "Ideal Acres" in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

Owner / Applicant
Oster Family Limited Partnership
3957 75th Street
Aurora, IL 6050

Owners within 300'
See Page 2

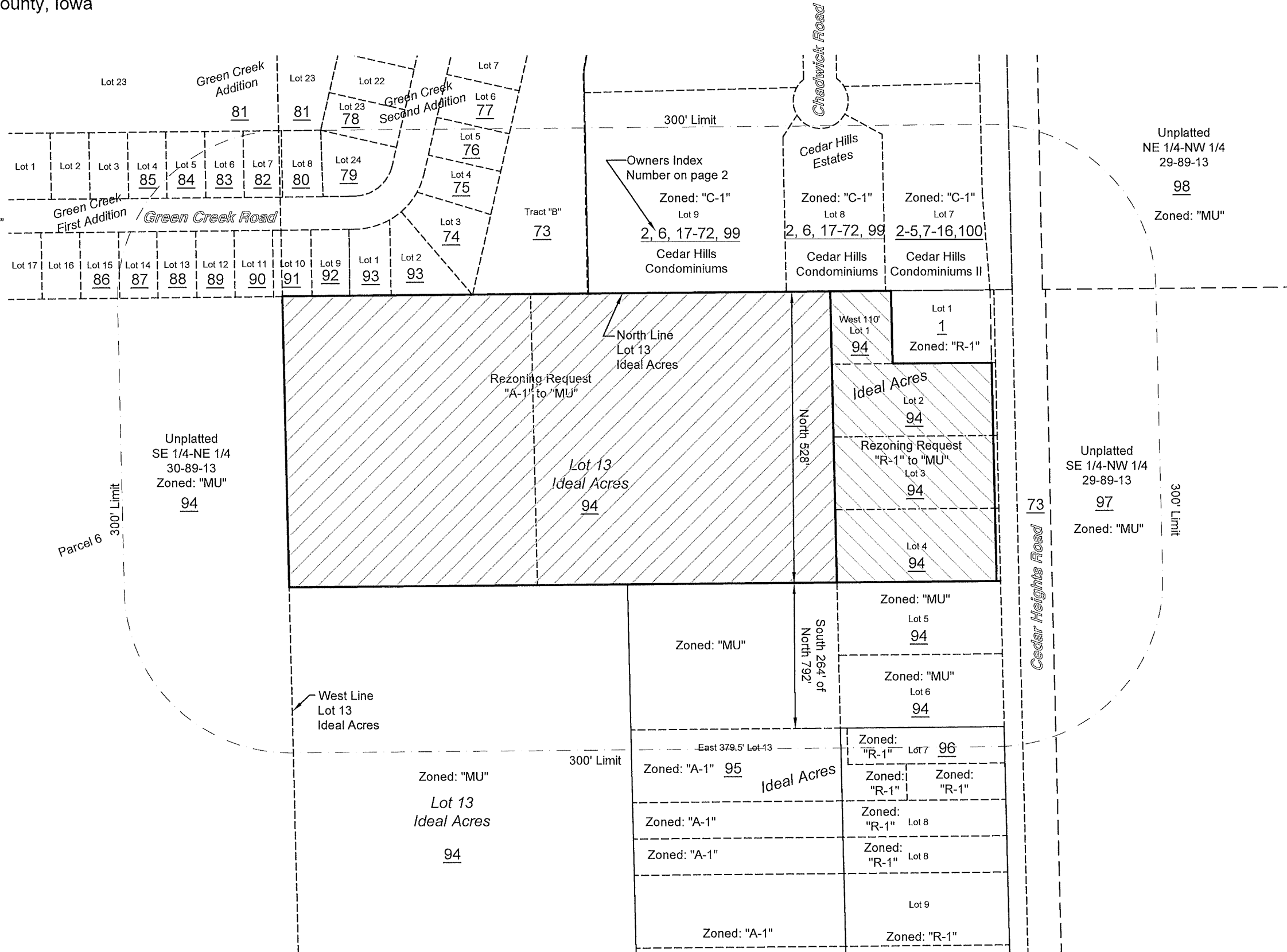
Existing Zoning Classification:
"A-1" and "R-1"

Proposed Zoning Classification:
"MU"

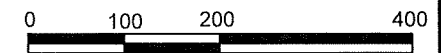
Proposed "R-1" to "MU" Area: 3.0± acres

Proposed "A-1" to "MU" Area: 12.0± acres

Existing Adjacent Zoning:
Green Creek First Addition: "MU"
Green Creek Second Addition: "MU"
Cedar Hills Estates: "C-1"
Ideal Acres: "A-1", "R-1", and "MU"



Item 37.
REVISIONS
page #
1/2
scale
1"=200'
drawn by
SJL
date
2/23/21
VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829
Rezoning Plat Part of Ideal Acres Cedar Falls, Iowa
2080 527



Rezoning Plat
Owners within 300 Feet
Part of Ideal Acres
Cedar Falls, Iowa

1. Wayne P & Janet M O Neil
4803 Cedar Heights Drive
Cedar Falls, IA 50613
2. PLACE LLC
c/o R Scheer & T Greenwood
1102 Lake Ridge Drive
Cedar Falls, IA 50613
3. Austin Rindels
4701 Chadwick Road #3
Cedar Falls, IA 50613
4. Nermina Sabanagic
4701 Chadwick Road #4
Cedar Falls, IA 50613
5. Jeffrey S & Ada O Bendorf
825 Sonya Drive
Waterloo, IA 50702
6. IA Home Rentals LLC
PO Box 1231
Cedar Falls, IA 50613
7. Nichole L Koelling
4701 Chadwick Road #8
Cedar Falls, IA 50613
8. Ada Oyaide
7077 Meadow Lane
Platteville, WI 53818
9. Steven R Harbaugh
1433 South Hill Drive
Waterloo, IA 50701
10. Nafka Dautovic
4705 Chadwick Road #1
Cedar Falls, IA 50613
11. Thomas K Rohrssen
4705 Chadwick Road #2
Cedar Falls, IA 50613
12. Willard F & Verla M Wedemeier
4705 Chadwick Road #3
Cedar Falls, IA 50613
13. Daniel L Weber, Jr
4705 Chadwick Road #6
Cedar Falls, IA 50613
14. Justin J Holthaus
524 Boulder Drive
Center Point, IA 52213
15. Caralee K Doak
4705 Chadwick Road #11
Cedar Falls, IA 50613
16. Shashidhar & Rakhee Kaparthi
432 Primrose Drive
Hudson, IA 50643

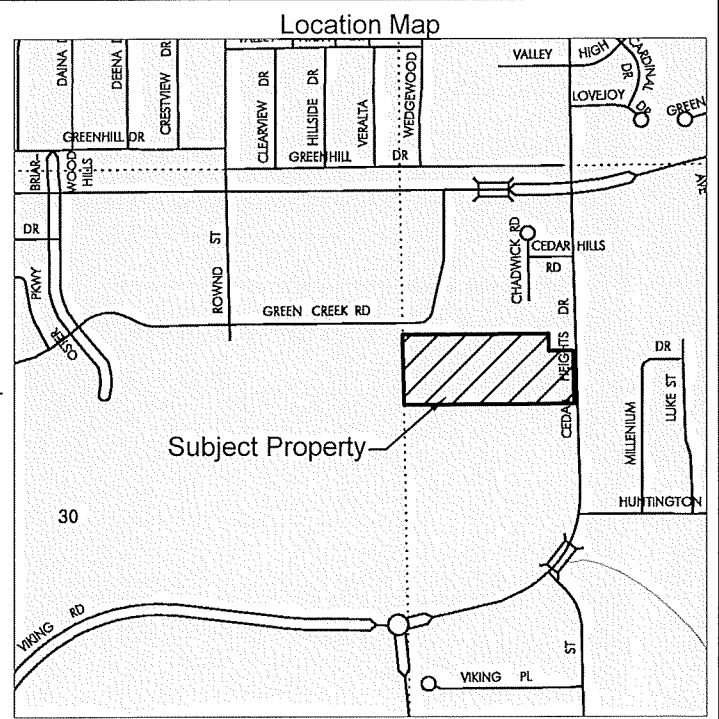
17. Kay Kiene
4702 Chadwick Road #1
Cedar Falls, IA 50613
18. Carol L & Jeffry S Dick
4614 Donald Drive
Cedar Falls, IA 50613
19. Nancy L Thorne
4702 Chadwick Road #3
Cedar Falls, IA 50613
20. Megan A Wellik
4702 Chadwick Road #5
Cedar Falls, IA 50613
21. Joshua Budden
4702 Chadwick Road #6
Cedar Falls, IA 50613
22. Tamara Hastings
4702 Chadwick Road #7
Cedar Falls, IA 50613
23. Darren Haley
4702 Chadwick Road #8
Cedar Falls, IA 50613
24. Beverly A Weiss
4702 Chadwick Road #9
Cedar Falls, IA 50613
25. Susan M Moore
4702 Chadwick Road #10
Cedar Falls, IA 50613
26. Brett T Borcharding
4702 Chadwick Road #11
Cedar Falls, IA 50613
27. Stephen Lee & Courtney A Styron
104 Garner Drive
Waverly, IA 50677
28. Deborah A Fedge
Jonathan K Schoer
4305 Callum Ct
Cedar Falls, IA 50613
29. Richard A Riker
4706 Chadwick Road #2
Cedar Falls, IA 50613
30. Stephen Jordan
4706 Chadwick Road #3
Cedar Falls, IA 50613
31. Brian D Francois
1022 210th Street
Masonville, IA 50654
32. Brittney McNamara
4706 Chadwick Road #6
Cedar Falls, IA 50613

33. James A Janka
Kathleen A Janka
4706 Chadwick Road #7
Cedar Falls, IA 50613
34. Samuel J Hartmann
4706 Chadwick Road #8
Cedar Falls, IA 50613
35. Megan M Schriver
4706 Chadwick Road #9
Cedar Falls, IA 50613
36. Lauryn B & Michelle B Tweed
4706 Chadwick Road #10
Cedar Falls, IA 50613
37. Natalie Teslow
4706 Chadwick Road #11
Cedar Falls, IA 50613
38. Timothy J Jensen
4706 Chadwick Road #12
Cedar Falls, IA 50613
39. Rickard & Kristen M Sevy
4710 Chadwick Road #1
Cedar Falls, IA 50613
40. Gary W & Brenda L Geuther
4710 Chadwick Road #2
Cedar Falls, IA 50613
41. Jean M Draude
4710 Chadwick Road #3
Cedar Falls, IA 50613
42. Jay Meier
4710 Chadwick Road #4
Cedar Falls, IA 50613
43. Margaret A Miller
4710 Chadwick Road #5
Cedar Falls, IA 50613
44. Walter L Sykes
4710 Chadwick Road #6
Cedar Falls, IA 50613
45. Samantha M Frost
4710 Chadwick Road #7
Cedar Falls, IA 50613
46. Anna L Staudinger
4710 Chadwick Road #9
Cedar Falls, IA 50613
47. Svetozar Bijelic
Ela Cepalovic
4710 Chadwick Road #10
Cedar Falls, IA 50613
48. Madeline A Chilton
Kellee A Chilton
4710 Chadwick Road #11
Cedar Falls, IA 50613

49. Martha Rose Claassen
4710 Chadwick Road #12
Cedar Falls, IA 50613
50. Rachael Soll
4708 Chadwick Road #1
Cedar Falls, IA 50613
51. Kathryn J Balvanz
Lisa A Balvanz
4708 Chadwick Road #2
Cedar Falls, IA 50613
52. Megan A Potratz
4708 Chadwick Road #3
Cedar Falls, IA 50613
53. Ronald J & Pamela J Sevey
4708 Chadwick Road #4
Cedar Falls, IA 50613
54. Kevin J Huegel
4708 Chadwick Road #5
Cedar Falls, IA 50613
55. Darlene Hansen Trust
c/o Rose M Anderson
4801 Briarwood Drive
Cedar Falls, IA 50613
56. Keith J Bader
5500 S Main Street Rd #76
Cedar Falls, IA 50613
57. Tara Thesing
4708 Chadwick Road #8
Cedar Falls, IA 50613
58. Bradley D Dedic
4708 Chadwick Road #9
Cedar Falls, IA 50613
59. Stacey A Hurt
4708 Chadwick Road #10
Cedar Falls, IA 50613
60. Adrianna N Murphy
4708 Chadwick Road #11
Cedar Falls, IA 50613
61. Tyler B McDowell
4708 Chadwick Road #12
Cedar Falls, IA 50613
62. Christine Dawn Werling
4712 Chadwick Road #1
Cedar Falls, IA 50613
63. Nancy L Duffy
4712 Chadwick Road #3
Cedar Falls, IA 50613
64. William J Adam Rev Trust
Cheryl L Adam Rev Trust
1028 W Main Street
Waukon, IA 52172

65. Bonnie L Popenhagen
4712 Chadwick Road #5
Cedar Falls, IA 50613
66. Ambri J Refer
4712 Chadwick Road #6
Cedar Falls, IA 50613
67. Joshua P Miller
4712 Chadwick Road #7
Cedar Falls, IA 50613
68. Mary Losch
Bruce Alexander
4712 Chadwick Road #8
Cedar Falls, IA 50613
69. Sarah Frederick
4712 Chadwick Road #9
Cedar Falls, IA 50613
70. Kerri Menninga
4712 Chadwick Road #10
Cedar Falls, IA 50613
71. Brian W Jansen
4712 Chadwick Road #11
Cedar Falls, IA 50613
72. David & Julie Bonde
21643 115th Street
Iowa Falls, IA 50126-0000
73. City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
74. George & Elizabeth Drelich
2525 Green Creek Road
Cedar Falls, IA 50613
75. Cody M & Stacy M Cline
2529 Green Creek Road
Cedar Falls, IA 50613
76. Mae & James Lillibridge, Jr
2601 Green Creek Road
Cedar Falls, IA 50613
77. Kevin J & Jessica M Vogel
2607 Green Creek Road
Cedar Falls, IA 50613
78. Roy A & Janice M Dawson
2602 Green Creek Road
Cedar Falls, IA 50613
79. Levi R & Leslie R Frost
2510 Green Creek Road
Cedar Falls, IA 50613
80. Vickie Turner
2504 Green Creek Road
Cedar Falls, IA 50613

81. Eastern Iowa Lutheran HS Association
4520 Rownd Street
Cedar Falls, IA 50613
82. Thomas E & Jennifer L Michler
2426 Green Creek Road
Cedar Falls, IA 50613
83. Scott N & Angela L Millman
2420 Green Creek Road
Cedar Falls, IA 50613
84. William K & Audrey C Rule
2416 Green Creek Road
Cedar Falls, IA 50613
85. Michael G & Cindy M Koehn
2408 Green Creek Road
Cedar Falls, IA 50613
86. Evan M & Raven L Deuth
2401 Green Creek Road
Cedar Falls, IA 50613
87. Mason A & Lori L Kuhn
2407 Green Creek Road
Cedar Falls, IA 50613
88. Anita Wiebke
2415 Green Creek Road
Cedar Falls, IA 50613
89. Adam M & Tami J Halvorson
2419 Green Creek Road
Cedar Falls, IA 50613
90. Zachary M & Kristen K Lyons
2425 Green Creek Road
Cedar Falls, IA 50613
91. Francisca Figueroa Lucero
Juan F Arreola Arras
2503 Green Creek Road
Cedar Falls, IA 50613
92. Kyle R & Katie E Corson
2507 Green Creek Road
Cedar Falls, IA 50613
93. Daniel D Fencil Trust
422 Main Street
Cedar Falls, IA 50613
94. Oster Family Limited Partnership
Attn: Jessica Sul
3957 75th Street
Aurora, IL 60504-7914



95. Lyle L Bergman
1624 Maplewood Drive
Cedar Falls, IA 50613-000
96. Kenneth R & Alice Lynn White
5011 Cedar Heights Drive
Cedar Falls, IA 50613
97. R and N Investments
PO Box 728
Cedar Falls, IA 50613
98. Ronald J Abraham
401 N Highland Drive
Cedar Falls, IA 50613
99. Michael A Yaddof
4706 Chadwick Road #5
Cedar Falls, IA 50613
100. Anthony C Meade, Jr
9218 Greenbelt Dr
Urbandale, IA 50322

Item 37.		
page #	2/2	REVISIONS
scale	1"=200'	
drawn by	SJL	
date	2/23/21	
VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829		
Rezoning Plat Part of Ideal Acres Cedar Falls, Iowa		
2080	528	

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON A PROPOSED
AMENDMENT TO THE FUTURE LAND USE MAP AND TO
CHAPTER 26, ZONING, CODE OF ORDINANCES
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the Future Land Use Map to change the designation of land located along Cedar Heights Drive north of Huntington Road intersection from “Office and Business Park” to “Planned Development” in order to incorporate this land into the larger Pinnacle Prairie Master Plan development and to rezone the property described below from A-1, Agricultural District and R-1, Residential Zoning District to MU, Mixed Use Residential Zoning District; and

WHEREAS, said Commission has recommended approval of said change to the Future Land Use Map and to the zoning and associated master plan, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed amendment to the Future Land Use Map and to change the zoning from A-1 Agricultural and R-1 Residential to MU, Mixed Use Residential, for the following described real estate:

Legal Description

The West 110 feet of Lot 1; Lots 2, 3, and 4 except that part deeded to the City of Cedar Falls, Iowa in 565 CLD 326 for street purposes, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

AND

The North 528 feet of Lot 13, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

And that said public hearing shall be held on the 17th day of May, 2021, at 7:00 o’clock P.M. To protect against the spread of COVID-19, said meeting may be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at www.cedarfalls.com. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3rd day of May, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 05/03/21

PREPARED 04/29/2021, 11:14:00
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 10/2021

Item 38.

GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER		POST DT
FUND 101 GENERAL FUND							
101-1158-441.83-05				10/21 AP 04/16/21	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) GREEN, ROB	85.51	04/27/21
1747				10/21 AP 04/16/21	0395703 RMB:MEALS-SISTER CITY PRG CEDAR FALLS		
ACCOUNT TOTAL						85.51	85.51
101-1199-441.81-03				10/21 AP 04/21/21	PROFESSIONAL SERVICES / RECORDING FEES BLACK HAWK CO.RECORDER	17.00	04/27/21
1747				10/21 AP 04/21/21	0395700 RCD:RESOLUTION #22,304		
1747				10/21 AP 04/21/21	0395700 BLACK HAWK CO.RECORDER PANTHER BUILDERS PROJECT	7.00	04/27/21
1747				10/21 AP 04/21/21	0395700 RCD:NTC.OF PUBLIC HEARING BLACK HAWK CO.RECORDER	22.00	04/27/21
1747				10/21 AP 04/21/21	0395700 RCD:RESOLUTION #22,306 BLACK HAWK CO.RECORDER	17.00	04/27/21
1747				10/21 AP 04/21/21	0395700 RCD:MEMO.AGRMT.-PRIV.DEV. PANTHER BUILDERS PROJECT		
1747				10/21 AP 04/21/21	0395700 BLACK HAWK CO.RECORDER AGRMT.-RIVER PLACE PROP.	62.00	04/27/21
ACCOUNT TOTAL						125.00	125.00
101-1199-441.89-13				10/21 AP 04/27/21	MISCELLANEOUS SERVICES / CONTINGENCY PETTY CASH	1,500.00	04/27/21
1747				10/21 AP 04/01/21	0395701 AQUATIC CENTER PETTY CASH CEDAR FALLS UTILITIES	55.00	04/27/21
1747				10/21 AP 04/01/21	0395701 UTILITIES THRU 04/01/21		
ACCOUNT TOTAL						1,555.00	1,555.00
101-2245-442.89-79				10/21 AP 04/28/21	MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE NATHAN AND OLIVIA GAINER	5,000.00	04/29/21
1760				1/2 DNPMT.RENT.CONV.INCNT	721 W. 17TH STREET		
ACCOUNT TOTAL						5,000.00	5,000.00
101-2253-423.85-01				10/21 AP 04/01/21	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	5,012.69	04/27/21
1747				10/21 AP 04/01/21	0395701 UTILITIES THRU 04/01/21		
ACCOUNT TOTAL						5,012.69	5,012.69
101-2253-423.85-05				10/21 AP 04/01/21	UTILITIES / POOL UTILITIES CEDAR FALLS UTILITIES	866.59	04/27/21
1747				10/21 AP 04/01/21	0395701 UTILITIES THRU 04/01/21		
ACCOUNT TOTAL						866.59	866.59

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2280-423.72-25								OPERATING SUPPLIES / MILEAGE
1717		10/21 AP		04/15/21	0395693	45.65		HINES, MAGGIE
		RMB:MILEAGE-10/27-4/15/21			10/27/20-04/15/21			04/21/21
					ACCOUNT TOTAL	45.65	.00	45.65
101-2280-423.85-01 UTILITIES / UTILITIES								
1747		10/21 AP		04/01/21	0395701	1,125.61		CEDAR FALLS UTILITIES
		UTILITIES THRU 04/01/21						04/27/21
					ACCOUNT TOTAL	1,125.61	.00	1,125.61
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
1717		10/21 AP		04/15/21	0395695	70.00		LINSEY HIGH
		REFUND-CLASS CANCELLED						DUE TO COVID-19
1717		10/21 AP		04/15/21	0395694	65.00		LAUREN REIN
		REFUND-CLASS CANCELLED						DUE TO LOW REGISTRATION
					ACCOUNT TOTAL	135.00	.00	135.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1717		10/21 AP		04/10/21	0395698	18.84		YATES, KELLI
		RMB:MEAL-FF2 TESTING						MASON CITY
					ACCOUNT TOTAL	18.84	.00	18.84
101-4511-414.85-01 UTILITIES / UTILITIES								
1747		10/21 AP		04/01/21	0395701	1,891.77		CEDAR FALLS UTILITIES
		UTILITIES THRU 04/01/21						04/27/21
					ACCOUNT TOTAL	1,891.77	.00	1,891.77
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1747		10/21 AP		04/01/21	0395701	141.53		CEDAR FALLS UTILITIES
		UTILITIES THRU 04/01/21						04/27/21
					ACCOUNT TOTAL	141.53	.00	141.53
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
1692		10/21 AP		03/18/21	0395691	37.78		SCHWAN, KENDALL
		RMB:OPT.EQUIP-PADL.ATTACH						BRAVO CONCEALMENT
1692		10/21 AP		03/18/21	0395691	29.96		SCHWAN, KENDALL
		RMB:OPT.EQUIP-DBL.MAG.PCH						BRAVO CONCEALMENT
1692		10/21 AP		03/04/21	0395690	39.90		RUSSELL, PRESTON

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued			
						RMB:OPT.EQUIP.-TOURN.CASE			
1692				10/21	AP 03/04/21 0395690	RUSSELL, PRESTON	30.68		04/19/21
						RMB:OPT.EQUIP.-TOURNIQUET			
						ACCOUNT TOTAL	138.32	.00	138.32
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1747				10/21	AP 04/13/21 0395706	SCHWAN, KENDALL	48.11		04/27/21
						RMB:TRVL.-HONOR GRD.FITT.			
						ACCOUNT TOTAL	48.11	.00	48.11
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1760				10/21	AP 04/15/21 0395709	BURKHARDT, KATIE	55.64		04/29/21
						RMB:UNIFORM ALLOWANCE			
1760				10/21	AP 04/13/21 0395710	HAISLET, MICHAEL	214.00		04/29/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 04/03/21 0395684	BARRON, CARSON	146.47		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 04/02/21 0395686	BURKHARDT, KATIE	81.55		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 04/02/21 0395686	BURKHARDT, KATIE	64.19		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 03/18/21 0395688	HOWARD, MARK A.	35.91		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 03/17/21 0395685	BROWN, DANIEL	143.88		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 03/11/21 0395687	FERGUSON, CLINTON	190.80		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 03/09/21 0395689	LECHTENBERG, AUSTIN	146.21		04/19/21
						RMB:UNIFORM ALLOWANCE			
1692				10/21	AP 03/08/21 0395691	SCHWAN, KENDALL	342.00		04/19/21
						RMB:UNIFORM ALLOWANCE			
1760				10/21	AP 02/27/21 0395711	HANCOCK, ADAM	238.50		04/29/21
						RMB:UNIFORM ALLOWANCE			
						ACCOUNT TOTAL	1,659.15	.00	1,659.15
101-6613-433.85-01 UTILITIES / UTILITIES									
1747				10/21	AP 04/01/21 0395701	CEDAR FALLS UTILITIES	489.07		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	489.07	.00	489.07
101-6616-446.85-01 UTILITIES / UTILITIES									

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.85-01 UTILITIES / UTILITIES						continued			
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	9,682.93		04/27/21
UTILITIES THRU 04/01/21									
ACCOUNT TOTAL							9,682.93	.00	9,682.93
101-6623-423.85-01 UTILITIES / UTILITIES									
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	1,995.40		04/27/21
UTILITIES THRU 04/01/21									
ACCOUNT TOTAL							1,995.40	.00	1,995.40
101-6625-432.72-18 OPERATING SUPPLIES / SURVEYING									
1760		10/21	AP	04/26/21	0395708	BLACK HAWK CO.RECORDER	67.00		04/29/21
RCD:LAND SURVEY CRNR.CERT									
ACCOUNT TOTAL							67.00	.00	67.00
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
1747		10/21	AP	04/01/21	0395702	CENTURYLINK	61.67		04/27/21
CEDAR RIVER GAUGE-MAR'21									
ACCOUNT TOTAL							61.67	.00	61.67
101-6633-423.85-01 UTILITIES / UTILITIES									
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	1,985.29		04/27/21
UTILITIES THRU 04/01/21									
ACCOUNT TOTAL							1,985.29	.00	1,985.29
FUND TOTAL							32,130.13	.00	32,130.13
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	127.76		04/27/21
UTILITIES THRU 04/01/21									
ACCOUNT TOTAL							127.76	.00	127.76
206-6637-436.85-01 UTILITIES / UTILITIES									
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	1,871.26		04/27/21
UTILITIES THRU 04/01/21									

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.85-01 UTILITIES / UTILITIES									
						continued			
ACCOUNT TOTAL							1,871.26	.00	1,871.26
206-6647-436.85-01 UTILITIES / UTILITIES									
1747		10/21 AP	04/01/21	0395701		CEDAR FALLS UTILITIES	1,103.08		04/27/21
UTILITIES THRU 04/01/21									
ACCOUNT TOTAL							1,103.08	.00	1,103.08
FUND TOTAL							3,102.10	.00	3,102.10
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.88-33 OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK									
1760		10/21 AP	04/22/21	0004631		NORTHEAST IOWA FOOD BANK	2,362.95		04/29/21
CDBG 3RD QTR. FY21									
1760		10/21 AP	01/11/21	0004631		NORTHEAST IOWA FOOD BANK	3,947.85		04/29/21
CDBG 2ND QTR. FY21									
ACCOUNT TOTAL							6,310.80	.00	6,310.80
FUND TOTAL							6,310.80	.00	6,310.80
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1747		10/21 AP	04/26/21	0395704		LONGNECKER, JEREMIAH	100.00		04/27/21
CF VOLLEYBALL ANNOUNCER									
REVOICE GAME									
PROJECT#: 759									
ACCOUNT TOTAL							100.00	.00	100.00
FUND TOTAL							100.00	.00	100.00

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 258 PARKING FUND								
258-5531-1747	435.86-01	REPAIR & MAINTENANCE	/	REPAIR & MAINTENANCE				
	10/21 AP	04/01/21	0395701	CEDAR FALLS UTILITIES	15.75			04/27/21
				UTILITIES THRU 04/01/21				
				ACCOUNT TOTAL	15.75	0.00		15.75
				FUND TOTAL	15.75	0.00		15.75
FUND 261 TOURISM & VISITORS								
261-2291-1747	423.85-01	UTILITIES / UTILITIES		UTILITIES				
	10/21 AP	04/01/21	0395701	CEDAR FALLS UTILITIES	1,137.50			04/27/21
				UTILITIES THRU 04/01/21				
				ACCOUNT TOTAL	1,137.50	0.00		1,137.50
				FUND TOTAL	1,137.50	0.00		1,137.50
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-1747	423.85-01	UTILITIES / UTILITIES		UTILITIES				
	10/21 AP	04/01/21	0395701	CEDAR FALLS UTILITIES	107.45			04/27/21
				UTILITIES THRU 04/01/21				
				ACCOUNT TOTAL	107.45	0.00		107.45
				FUND TOTAL	107.45	0.00		107.45
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	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								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			
1747				10/21	AP 04/01/21 0395701	CEDAR FALLS UTILITIES	297.94		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	297.94	0.00	297.94
						FUND TOTAL	297.94	0.00	297.94
FUND 472						PARKADE RENOVATION			
FUND 473						SIDEWALK ASSESSMENT			
FUND 483						ECONOMIC DEVELOPMENT			
FUND 484						ECONOMIC DEVELOPMENT LAND			
FUND 541						2018 STORM WATER BONDS			
FUND 544						2008 SEWER BONDS			
FUND 545						2006 SEWER BONDS			
FUND 546						SEWER IMPROVEMENT FUND			
FUND 547						SEWER RESERVE FUND			
FUND 548						1997 SEWER BOND FUND			
FUND 549						1992 SEWER BOND FUND			
FUND 550						2000 SEWER BOND FUND			
FUND 551						REFUSE FUND			
551-6685-436.85-01						UTILITIES / UTILITIES			
1747				10/21	AP 04/01/21 0395701	CEDAR FALLS UTILITIES	2,054.51		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	2,054.51	0.00	2,054.51
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
1747				10/21	AP 04/15/21 0395699	BLACK HAWK CO.LANDFILL	22,393.01		04/27/21
						LANDFILL SRV:4/1-4/15/21			
						ACCOUNT TOTAL	22,393.01	0.00	22,393.01
						FUND TOTAL	24,447.52	0.00	24,447.52

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01						UTILITIES / UTILITIES			
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	16,081.37		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	16,081.37	.00	16,081.37
552-6665-436.85-01 UTILITIES / UTILITIES									
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	18,625.97		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	18,625.97	.00	18,625.97
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1747		10/21	AP	04/15/21	0395699	BLACK HAWK CO. LANDFILL	54.08		04/27/21
						LANDFILL SRV:4/1-4/15/21			
						ACCOUNT TOTAL	54.08	.00	54.08
						FUND TOTAL	34,761.42	.00	34,761.42
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.85-01						HOME & COMMUNITY ENVIRON / COMMUNITY DEVELOPMENT			
1747		10/21	AP	04/01/21	0395701	CEDAR FALLS UTILITIES	33.59		04/27/21
						UTILITIES THRU 04/01/21			
						ACCOUNT TOTAL	33.59	.00	33.59
						FUND TOTAL	33.59	.00	33.59
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43						PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES			
1717		10/21	AP	04/10/21	0395692	CEDAR FALLS UTILITIES	15.00		04/21/21
						LIBRARY DOMAIN NAME			
						STATIC IP ADDRESS			
						ACCOUNT TOTAL	15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1717		10/21	AP	04/06/21	0395697	U.S. CELLULAR	24.68		04/21/21
						CELL PHONE:4/6-5/5/21			
1747		10/21	AP	04/06/21	0395707	U.S. CELLULAR	2,538.41		04/27/21
						WIRELESS SRV:4/6-5/5/21			

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT						continued			
ACCOUNT TOTAL							2,563.09	.00	2,563.09
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
1717		10/21 AP		04/10/21	0395692	CEDAR FALLS UTILITIES	3,320.00		04/21/21
FIBER POINT:3/11-4/10/21									
ACCOUNT TOTAL							3,320.00	.00	3,320.00
FUND TOTAL							5,898.09	.00	5,898.09
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
1736		10/21 AP		02/19/21	0395506	OPERATING SUPPLIES / OPERATING SUPPLIES BLACK HAWK CO.TREASURER		25.00	04/26/21
VOID CHECK-NOT NEEDED									
REPLACEMENT TITLE FEE									
ACCOUNT TOTAL							.00	25.00	25.00-
FUND TOTAL							.00	25.00	25.00-
FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1717		10/21 AP		04/21/21	0395696	TEAMSTERS LOCAL #238	4,207.72		04/21/21
UNION DUES-APRIL 2021									
ACCOUNT TOTAL							4,207.72	.00	4,207.72
FUND TOTAL							4,207.72	.00	4,207.72
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									

PREPARED 04/29/2021, 11:14:00
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 10/2021

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GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
					GRAND TOTAL		112,550.01	25.00	112,525.01

Council Invoices for Council Meeting 05/03/21

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	-----TRANSACTION-----	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD DATE NUMBER DESCRIPTION			BALANCE
FUND 101 GENERAL FUND						
101-1008-441.86-01			REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1695		11/21 AP 04/07/21	0000000 SHRED-IT USA	52.38		04/29/21
			ON-SITE DOC. DESTRUCTION TICKET #8066560799			
ACCOUNT TOTAL				52.38	.00	52.38
101-1028-441.81-53			PROFESSIONAL SERVICES / JOB NOTICES			
1723		11/21 AP 04/16/21	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/29/21
			JOB AD:RESERVE POLICE 4/15/21 DISPLAY AD,WEB AD			
1723		11/21 AP 04/16/21	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/29/21
			JOB AD:COMMUNITY SERVICES 4/15/21 DISPLAY AD,WEB AD			
1723		11/21 AP 04/16/21	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/29/21
			JOB AD:ENGINEERING INTERN 4/15/21 DISPLAY AD,WEB AD			
1723		11/21 AP 04/16/21	0000000 CEDAR VALLEY SAVER, INC.	75.00		04/29/21
			JOB AD:PARKING ATTENDANT 4/15/21 DISPLAY AD,WEB AD			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	331.65		04/29/21
			JOB AD:CIVIL CAD TECH 3/7/21 DIGITAL ADV			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	479.30		04/29/21
			JOB AD:CIVIL CAD TECH 3/13/21 DIGITAL ADV			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	311.35		04/29/21
			JOB AD:CIVIL CAD TECH 3/17/21 DIGITAL ADV			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	479.30		04/29/21
			JOB AD:PUBLIC SAFETY OFFI 3/25/21 DIGITAL ADV			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	311.35		04/29/21
			JOB AD:PUBLIC SAFETY OFFI 3/29/21 DIGITAL ADV			
1753		11/21 AP 03/31/21	0000000 REGISTER MEDIA	208.35		04/29/21
			JOB AD:PRINCIPAL ENGINEER 2/14-3/7/21 PACKAGE ADV			
ACCOUNT TOTAL				2,421.30	.00	2,421.30
101-1028-441.81-56			PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG			
1749		11/21 AP 04/21/21	0000000 CINTAS FIRST AID & SAFETY	4.95		04/29/21
			RESTOCK FIRST AID KIT			
ACCOUNT TOTAL				4.95	.00	4.95
101-1048-441.81-29			PROFESSIONAL SERVICES / LEGAL CONSULTANTS			
1723		11/21 AP 05/01/21	0000000 AHLERS AND COONEY, P.C.	3,900.00		04/29/21
			LEGAL SERVICES-MAY'21			
1723		11/21 AP 05/01/21	0000000 SWISHER & COHRT, P.L.C.	2,600.00		04/29/21
			LEGAL SERVICES-MAY'21			
1723		11/21 AP 04/14/21	0000000 DENTONS DAVIS BROWN PC	619.50		04/29/21
			LGL:RE:IMMIGRATION 3/5/21-3/29/21			
1723		11/21 AP 04/01/21	0000000 REDFERN, MASON, LARSEN & MOORE,	80.00		04/29/21
			LGL:GENERAL MATTERS 3/12/21			
1723		11/21 AP 03/01/21	0000000 REDFERN, MASON, LARSEN & MOORE,	40.00		04/29/21
			LGL:GENERAL MATTERS 2/01/21			

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued		
ACCOUNT TOTAL						7,239.50	.00	7,239.50
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT								
1723		11/21	AP	05/01/21	0000000	1,000.00		04/29/21
LEGAL SERVICES-MAY'21								
ACCOUNT TOTAL						1,000.00	.00	1,000.00
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE								
1727		11/21	AP	04/13/21	0000000	117.45		04/29/21
LIVES WELL LIVED VINYL IAC GRANT								
ACCOUNT TOTAL						117.45	.00	117.45
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS								
1746		11/21	AP	04/21/21	0000000	542.99		04/29/21
MEMORIAL BENCH PLAQUES								
ACCOUNT TOTAL						542.99	.00	542.99
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING								
1723		11/21	AP	04/15/21	0000000	371.50		04/29/21
COURIER LEGAL COMMUNICATIONS								
1723		4/5/21	CC	MTG.MINS/BILLS		126.25		04/29/21
COURIER LEGAL COMMUNICATIONS								
ORD.2987-REUSE FACILITIES								
ACCOUNT TOTAL						497.75	.00	497.75
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY								
1753		11/21	AP	04/27/21	0000000	6,000.00		04/29/21
GOAL SETTING & COUNCIL INTERVIEWS 11/19/20								
ACCOUNT TOTAL						6,000.00	.00	6,000.00
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1723		11/21	AP	04/12/21	0000000	10.00		04/29/21
KIRK GROSS COMPANY								
NAME PLATE-J CRAIG								
ACCOUNT TOTAL						10.00	.00	10.00
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING								

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2235-412.72-19						OPERATING SUPPLIES / PRINTING	continued	
1737		11/21 AP		04/19/21	0000000	PARKADE PRINTER, INC.	99.90	04/29/21
						ELECTRICAL INSP, STICKERS		
						ACCOUNT TOTAL	99.90	.00 99.90
101-2235-412.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES		
1749		11/21 AP		04/21/21	0000000	CINTAS FIRST AID & SAFETY	2.48	04/29/21
						RESTOCK FIRST AID KIT		
						ACCOUNT TOTAL	2.48	.00 2.48
101-2245-442.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES		
1753		11/21 AP		04/13/21	0000000	DENTONS DAVIS BROWN PC	2,460.00	04/29/21
						FILING FEES H-1B PETITION		
						IMMIGRATION		
						ACCOUNT TOTAL	2,460.00	.00 2,460.00
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
1720		11/21 AP		04/15/21	0000000	CINTAS FIRST AID & SAFETY	8.16	04/29/21
						RESTOCK FIRST AID KIT		
						ACCOUNT TOTAL	8.16	.00 8.16
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP		
1720		11/21 AP		04/20/21	0000000	IOWA SPORTS SUPPLY, INC.	141.00	04/29/21
						BASEBALLS		
						ACCOUNT TOTAL	141.00	.00 141.00
101-2253-423.73-17						OTHER SUPPLIES / POOL CHEMICALS		
1720		11/21 AP		04/22/21	0000000	CARRICO AQUATIC RESOURCES INC	1,341.00	04/29/21
						POOL CHEMICALS		
						ACCOUNT TOTAL	1,341.00	.00 1,341.00
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP		
1720		11/21 AP		04/19/21	0000000	CITY LAUNDERING CO.	30.00	04/29/21
						FLOOR MATS		
						ACCOUNT TOTAL	30.00	.00 30.00
101-2253-423.86-31						REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.		

GROUP	PO	ACCTG	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2253-423.86-31					REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.			continued
1720		11/21	AP	04/16/21	0000000 CARRICO AQUATIC RESOURCES INC	1,856.18		04/29/21
					REPLACE POOL FLOW METERS			
ACCOUNT TOTAL						1,856.18	.00	1,856.18
101-2280-423.72-71					OPERATING SUPPLIES / GALLERY SUPPLIES			
1727		11/21	AP	04/15/21	0000000 SIGNS BY TOMORROW	76.00		04/29/21
					KBH EXHIBITION LABELS			
1727		11/21	AP	04/13/21	0000000 SIGNS BY TOMORROW	72.00		04/29/21
					KBH & SPRING BREAK VINYL			
ACCOUNT TOTAL						148.00	.00	148.00
101-2280-423.72-74					OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.			
1727		11/21	AP	04/15/21	0000000 BANCROFT'S FLOWERS	60.00		04/29/21
					GALLERY/ARTIST FLOWERS FOR KBH EXHIBITION			
ACCOUNT TOTAL						60.00	.00	60.00
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1727		11/21	AP	04/27/21	0000000 PREHM, DAVID	300.00		04/29/21
					WATERCOLOR WORKSHOP 5/2/21			
1727		11/21	AP	04/21/21	0000000 KIM, JIYOUNG	225.00		04/29/21
					TEEN ART CLUB INSTRUCTION 3 SESSIONS APR-MAY			
1727		11/21	AP	03/26/21	0000000 DORR, BOB	250.00		04/29/21
					CONCERT PERFORMANCE 5/6/21			
ACCOUNT TOTAL						775.00	.00	775.00
101-2280-423.81-06					PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
1727		11/21	AP	04/27/21	0000000 LEVERAGE DIGITAL IMAGING	605.08		04/29/21
					SUMMER BROCHURE PRINTING			
ACCOUNT TOTAL						605.08	.00	605.08
101-4511-414.72-02					OPERATING SUPPLIES / LAUNDRY			
1732		11/21	AP	04/19/21	0000000 CITY LAUNDERING CO.	21.00		04/29/21
					TOWELS;MATS-PSS BUILDING			
1694		11/21	AP	04/05/21	0000000 CITY LAUNDERING CO.	21.00		04/29/21
					TOWELS;MATS-PSS BUILDING			
ACCOUNT TOTAL						42.00	.00	42.00

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-09						OPERATING SUPPLIES / EQUIPMENT REPAIR			
1732		11/21	AP	04/22/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	230.40		04/29/21
1694		11/21	AP	04/14/21	0000000	INTAKE VALVE SEAL SANDRY FIRE SUPPLY, L.L.C.	716.85		04/29/21
						NOZZLE REPAIR			
						ACCOUNT TOTAL	947.25	.00	947.25
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
1695		11/21	AP	04/06/21	0000000	CINTAS FIRST AID & SAFETY	27.78		04/29/21
1694		11/21	AP	03/06/21	0000000	RESTOCK FD FIRST AID KIT FAREWAY STORES INC. #190	13.99		04/29/21
						PROPANE REFILL			
						ACCOUNT TOTAL	41.77	.00	41.77
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
1694		11/21	AP	04/14/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		04/29/21
1694		11/21	AP	04/14/21	0000000	1 CERT.FEE-FIRE OFFICER 2 JOHN ZOLONDEK	50.00		04/29/21
1694		11/21	AP	04/01/21	0000000	1 CERT.FEE-FIRE FIGHTER 2 ETHAN SCHULTZEN	50.00		04/29/21
						1 CERT.FEE-FIRE OFFICER 1 SCOTT DOUGAN			
						ACCOUNT TOTAL	150.00	.00	150.00
101-4511-414.86-50						REPAIR & MAINTENANCE / SERVICE CONTRACTS			
1694		11/21	AP	04/05/21	0000000	MIDWEST BREATHING AIR L.L.C. 1718 MAIN STREET	181.40		04/29/21
						QRTLY. AIR TEST;REPAIRS			
						ACCOUNT TOTAL	181.40	.00	181.40
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1732		11/21	AP	04/19/21	0000000	CITY LAUNDERING CO.	21.00		04/29/21
1695		11/21	AP	04/07/21	0000000	TOWELS;MATS-PSS BUILDING			
1695		11/21	AP	04/07/21	0000000	SHRED-IT USA TICKET #8066630049	330.00		04/29/21
1695		11/21	AP	04/07/21	0000000	ON-SITE DOC. DESTRUCTION SHRED-IT USA	61.62		04/29/21
1695		11/21	AP	04/06/21	0000000	TICKET #8066882306 CINTAS FIRST AID & SAFETY	13.70		04/29/21
1694		11/21	AP	04/05/21	0000000	RESTOCK PD FIRST AID KIT CITY LAUNDERING CO.	21.00		04/29/21
1695		11/21	AP	04/02/21	0000000	TOWELS;MATS-PSS BUILDING L & M TRANSMISSION	66.00		04/29/21
1695		11/21	AP	04/02/21	0000000	TOW & STORE-MITZ. LANCER KCW 629	50.00		04/29/21
1695		11/21	AP	04/02/21	0000000	L & M TRANSMISSION			

GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1695				11/21 AP 04/02/21	0000000	TOW & STORE-CHEVY CAMARO L & M TRANSMISSION	69.00		04/29/21
1695				11/21 AP 04/02/21	0000000	TOW & STORE-JEEP LIBERTY TRAILER PLATES	65.00		04/29/21
1695				11/21 AP 04/02/21	0000000	TOW & STORE-BUICK LESABRE JWY 890	720.00		04/29/21
1695				11/21 AP 04/01/21	0000000	200 CAR WASH CARDS-PD THOMSON REUTERS - WEST	285.65		04/29/21
1695				11/21 AP 02/08/21	0000000	INVESTIGATIVE SOFTWARE RASMUSSEN CO., THE	50.00		04/29/21
						WINCH PD#12 OUT OF RUT HILLSIDE CEMETERY			
ACCOUNT TOTAL							1,752.97	.00	1,752.97
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING									
1695				11/21 AP 03/31/21	0000000	COURIER LEGAL COMMUNICATIONS NOTICE OF FOUND PROPERTY	16.54		04/29/21
ACCOUNT TOTAL							16.54	.00	16.54
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1732				11/21 AP 04/09/21	0000000	ENTENMANN-ROVIN CO. ONE-TIME SETUP FEE	375.00		04/29/21
1732				11/21 AP 04/09/21	0000000	ENTENMANN-ROVIN CO. RETIREMENT BADGE-D.BROWN	176.50		04/29/21
1705				11/21 AP 03/26/21	0000000	RACOM CORPORATION RADIO MICS/BELT LOOPS AND D-RINGS	866.55		04/29/21
ACCOUNT TOTAL							1,418.05	.00	1,418.05
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1695				11/21 AP 03/30/21	0000000	IOWA ASSOC.-WOMEN POLICE 2021 MEMBERSHIP DUES	90.00		04/29/21
ACCOUNT TOTAL							90.00	.00	90.00
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1705				11/21 AP 04/07/21	0000000	IOWA NARCOTICS OFFICERS ASSOC REG:INOA CONF.-J.GERZEMA	275.00		04/29/21
1695				11/21 AP 03/29/21	0000000	UNIV.OF IOWA HOSPITALS-CLINIC BLS HEALTHCARE CARDS-9	76.50		04/29/21
ACCOUNT TOTAL							351.50	.00	351.50

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
1695		11/21	AP	04/02/21	0000000	CEDAR BEND HUMANE SOCIETY	2,325.00			04/29/21
1695		MAR'21				ANIMAL SURRENDER				
1695		11/21	AP	04/01/21	0000000	WATERLOO, CITY OF	6,244.35			04/29/21
						ANIMAL CALLS;3/1-3/31/21				
						ACCOUNT TOTAL	8,569.35	.00		8,569.35
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1724		11/21	AP	04/22/21	0000000	BUILDERS SELECT LLC	17.98			04/29/21
						SEALANT				
1724		11/21	AP	04/21/21	0000000	CINTAS FIRST AID & SAFETY	59.15			04/29/21
						1ST AID SUPPLIES CEMETERY				
						ACCOUNT TOTAL	77.13	.00		77.13
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1746		11/21	AP	04/21/21	0000000	MARTIN BROS.DISTRIBUTING	652.76			04/29/21
						TISSUES,TOWELS,LINERS, SCOURING PADS				
						PROJECT#: 062503				
1746		11/21	AP	04/21/21	0000000	MARTIN BROS.DISTRIBUTING	103.74			04/29/21
						TISSUES,TOWELS,LINERS SCOURING PADS				
						PROJECT#: 062507				
1746		11/21	AP	04/21/21	0000000	MARTIN BROS.DISTRIBUTING	167.64			04/29/21
						TISSUES,TOWELS,LINERS, SCOURING PADS				
						PROJECT#: 062511				
1746		11/21	AP	04/20/21	0000000	ECHO GROUP, INC.	244.80			04/29/21
						LIGHT BULBS				
						PROJECT#: 062506				
1746		11/21	AP	04/16/21	0000000	SHERWIN-WILLIAMS COMPANY	98.76			04/29/21
						PAINT				
						PROJECT#: 062506				
1724		11/21	AP	04/14/21	0000000	MARTIN BROS.DISTRIBUTING	103.74			04/29/21
						SOAP, TISSUES, TOWELS, LINER SANITIZER, URINAL SCREENS				
						PROJECT#: 062501				
1724		11/21	AP	04/14/21	0000000	MARTIN BROS.DISTRIBUTING	120.01			04/29/21
						SOAP, TISSUES, TOWELS, LINER SANITIZER, URINAL SCREENS				
						PROJECT#: 062506				
1724		11/21	AP	04/14/21	0000000	MARTIN BROS.DISTRIBUTING	595.68			04/29/21
						SOAP, TISSUES, TOWELS, LINER SANITIZER, URINAL SCREENS				
						PROJECT#: 062507				
1724		11/21	AP	04/14/21	0000000	MARTIN BROS.DISTRIBUTING	79.34			04/29/21
						SOAP, TISSUES, TOWELS, LINER SANITIZER, URINAL SCREENS				
						PROJECT#: 062511				
1724		11/21	AP	04/13/21	0000000	O'DONNELL ACE HARDWARE	3.69			04/29/21
						LIQUID TITE FITTING				
						PROJECT#: 062501				
1724		11/21	AP	04/09/21	0000000	ECHO GROUP, INC.	221.44			04/29/21

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
LED BULBS									
PROJECT#:		062507							
1724		11/21 AP	04/09/21	0000000		MENARDS-CEDAR FALLS	122.78		04/29/21
SHELVING									
PROJECT#:		062514							
1724		11/21 AP	04/09/21	0000000		MENARDS-CEDAR FALLS	26.97		04/29/21
STORAGE HOOKS									
PROJECT#:		062511							
1675		11/21 AP	04/07/21	0000000		JOHNSTONE SUPPLY OF WATERLOO	207.12		04/29/21
HVAC FILTERS									
PROJECT#:		062511							
1746		11/21 AP	04/06/21	0000000		SHERWIN-WILLIAMS COMPANY	70.12		04/29/21
PAINT AND SUPPLIES									
PROJECT#:		062505							
ACCOUNT TOTAL							2,818.59	.00	2,818.59
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1746		11/21 AP	04/14/21	0000000		PLUMB SUPPLY COMPANY, LLC	231.75		04/29/21
TOOL STORAGE									
PROJECT#:		062506							
1724		11/21 AP	04/13/21	0000000		ECHO GROUP, INC.	18.37		04/29/21
WIRE STRIPPER									
PROJECT#:		062507							
ACCOUNT TOTAL							250.12	.00	250.12
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1746		11/21 AP	04/23/21	0000000		O'DONNELL ACE HARDWARE	21.35		04/29/21
PIPE,TEE,VLV,COUPLER									
PROJECT#:		062514							
1746		11/21 AP	04/21/21	0000000		JOHNSTONE SUPPLY OF WATERLOO	67.56		04/29/21
HVAC FILTERS									
PROJECT#:		062511							
1724		11/21 AP	04/19/21	0000000		STICKFORT ELECTRIC CO., INC.	97.50		04/29/21
CONDUIT REMOVAL FOR NEW FLOORING									
PROJECT#:		062503							
1724		11/21 AP	04/16/21	0000000		O'DONNELL ACE HARDWARE	9.69		04/29/21
SOCKET ADAPTER									
PROJECT#:		062507							
1724		11/21 AP	04/16/21	0000000		O'DONNELL ACE HARDWARE	4.50		04/29/21
SCREWS									
PROJECT#:		062507							
1746		11/21 AP	04/16/21	0000000		PLUMB SUPPLY COMPANY, LLC	6.59		04/29/21
PLUMBING REPAIR									
PROJECT#:		062503							
1724		11/21 AP	04/15/21	0000000		UTILITY EQUIPMENT COMPANY	116.88		04/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR continued									
CHEMICAL RUN EXHAUST FOR CONNECTORS									
PROJECT#:		062514							
1724		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	5.69		04/29/21
P TRAP									
PROJECT#:		062506							
1724		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	3.69		04/29/21
SLIP JOINT									
PROJECT#:		062506							
1724		11/21 AP		04/13/21	0000000	ECHO GROUP, INC.	2.76		04/29/21
ELECTRICAL CONNECTORS									
PROJECT#:		062514							
1724		11/21 AP		04/13/21	0000000	ECHO GROUP, INC.	17.26		04/29/21
ELECTRICAL CONNECTORS									
PROJECT#:		062514							
1724		11/21 AP		04/13/21	0000000	ECHO GROUP, INC.	3.70		04/29/21
ELECTRICAL BOX									
PROJECT#:		062506							
1724		11/21 AP		04/12/21	0000000	ALLIED GLASS PRODUCTS	303.00		04/29/21
GLASS REPLACEMENT									
PROJECT#:		062507							
1746		11/21 AP		04/12/21	0000000	MENARDS-CEDAR FALLS	12.20		04/29/21
SCREWS AND NUTS									
PROJECT#:		062507							
1746		11/21 AP		04/12/21	0000000	POLK'S LOCK SERVICE, INC.	212.00		04/29/21
DOOR CLOSER ARM									
PROJECT#:		062515							
1675		11/21 AP		04/09/21	0000000	O'DONNELL ACE HARDWARE	8.69		04/29/21
PENETRATING OIL									
PROJECT#:		062507							
1724		11/21 AP		04/09/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	670.00		04/29/21
HVAC REPAIR									
PROJECT#:		062507							
1675		11/21 AP		04/08/21	0000000	O'DONNELL ACE HARDWARE	45		04/29/21
NUTS & BOLTS									
PROJECT#:		062507							
1675		11/21 AP		04/07/21	0000000	POLK'S LOCK SERVICE, INC.	5.10		04/29/21
KEYS									
PROJECT#:		062507							
1724		11/21 AP		04/07/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	418.79		04/29/21
HVAC REPAIR									
PROJECT#:		062508							
1675		11/21 AP		04/06/21	0000000	NATIONAL ELEVATOR INSPECTION	80.00		04/29/21
ELEVATOR INSPECTION									
PROJECT#:		062503							
ACCOUNT TOTAL							2,063.40	.00	2,063.40

101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued		
1724		11/21 AP		04/16/21	0000000	PLUNKETT'S PEST CONTROL, INC	100.00	04/29/21
						PEST CONTROL 1500 BLUFF		
		PROJECT#:				062506		
ACCOUNT TOTAL						100.00	.00	100.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS								
1724		11/21 AP		04/22/21	0000000	CITY LAUNDERING CO.	40.00	04/29/21
						MAT SERVICE		
		PROJECT#:				062506		
1746		11/21 AP		04/22/21	0000000	CITY LAUNDERING CO.	40.00	04/29/21
						MAT SERVICE		
		PROJECT#:				062506		
1746		11/21 AP		04/20/21	0000000	CITY LAUNDERING CO.	20.00	04/29/21
						MAT SERVICE		
		PROJECT#:				062501		
1675		11/21 AP		04/08/21	0000000	CITY LAUNDERING CO.	40.00	04/29/21
						MAT SERVICE		
		PROJECT#:				062506		
ACCOUNT TOTAL						140.00	.00	140.00
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1749		11/21 AP		04/21/21	0000000	CINTAS FIRST AID & SAFETY	2.47	04/29/21
						RESTOCK FIRST AID KIT		
ACCOUNT TOTAL						2.47	.00	2.47
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1682		11/21 AP		04/15/21	0000000	STAR EQUIPMENT, LTD.	1,016.15	04/29/21
						RL-H5A LASER,TRIPOD,ROD		
ACCOUNT TOTAL						1,016.15	.00	1,016.15
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1724		11/21 AP		04/21/21	0000000	CINTAS FIRST AID & SAFETY	6.75	04/29/21
						1ST AID SUPPLIES PARKS		
1706		11/21 AP		04/19/21	0000000	O'DONNELL ACE HARDWARE	10.68	04/29/21
						PIPE THREAD,ADHESIVE		
1706		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	48.64	04/29/21
						PLUMBING PARTS		
1706		11/21 AP		04/12/21	0000000	O'DONNELL ACE HARDWARE	24.38	04/29/21
						STOP VALVE,PRO GAS		
1706		11/21 AP		04/12/21	0000000	SCOOP FEED & SUPPLY, THE	292.04	04/29/21
						GRASS SEED		

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1706		11/21 AP		04/09/21	0000000	DIAMOND VOGEL PAINT - #52	13.86			04/29/21
1706		11/21 AP		04/08/21	0000000	O'DONNELL ACE HARDWARE	23.99			04/29/21
ACCOUNT TOTAL							420.34	.00		420.34
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1746		11/21 AP		04/22/21	0000000	GIERKE-ROBINSON COMPANY, INC. TRAIL	366.67			04/29/21
ACCOUNT TOTAL							366.67	.00		366.67
101-6633-423.93-01 EQUIPMENT / EQUIPMENT										
1706		11/21 AP		04/02/21	0000000	CLARK EQUIPMENT COMPANY	3,354.64			04/29/21
ACCOUNT TOTAL							3,354.64	.00		3,354.64
FUND TOTAL							49,583.46	.00		49,583.46
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES										
1706		11/21 AP		03/06/21	0000000	UNITED PARCEL SERVICE SHIPPING-UNIFORM RETURN	14.23			04/29/21
ACCOUNT TOTAL							14.23	.00		14.23
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1746		11/21 AP		04/23/21	0000000	O'DONNELL ACE HARDWARE	8.69			04/29/21
1706		11/21 AP		04/16/21	0000000	BLACK HAWK RENTAL	16.84			04/29/21
1675		11/21 AP		04/08/21	0000000	O'DONNELL ACE HARDWARE	23.07			04/29/21
ACCOUNT TOTAL							48.60	.00		48.60
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1706		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	3.68			04/29/21
ACCOUNT TOTAL							3.68	.00		3.68

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES		
1724		11/21	AP	04/21/21	0000000	CINTAS FIRST AID & SAFETY	52.95	04/29/21
						1ST AID SUPPLIES STREETS		
ACCOUNT TOTAL						52.95	.00	52.95
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1706		11/21	AP	04/14/21	0000000	BLACK HAWK RENTAL	1,925.00	04/29/21
						POWER SCREED		
ACCOUNT TOTAL						1,925.00	.00	1,925.00
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS								
1706		11/21	AP	04/09/21	0000000	FASTENAL COMPANY	22.14	04/29/21
						BOLTS FOR BARRICADE REPLACEMENT		
ACCOUNT TOTAL						22.14	.00	22.14
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS								
1706		11/21	AP	04/08/21	0000000	BENTON'S READY MIX CONCRETE, SIDEWALK APPROACH	426.00	04/29/21
						CONCRETE-COVEY COURT		
ACCOUNT TOTAL						426.00	.00	426.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS								
1746		11/21	AP	04/23/21	0000000	SCOOP FEED & SUPPLY, THE	112.80	04/29/21
						OATS FOR SILT PROTECTION POLICEMANS PARK		
1724		11/21	AP	04/19/21	0000000	BUILDERS SELECT LLC	10.29	04/29/21
						LUMBER FOR FORMS		
1746		11/21	AP	04/17/21	0000000	ASPRO, INC.	617.76	04/29/21
						HOT MIX ASPHALT		
1746		11/21	AP	04/14/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-TERRACE DRIVE	786.50	04/29/21
1675		11/21	AP	04/12/21	0000000	O'DONNELL ACE HARDWARE	5.77	04/29/21
						BOW FLOAT PARTS FOR CONCRETE POURING		
1706		11/21	AP	04/12/21	0000000	CAMPBELL SUPPLY WATERLOO	606.59	04/29/21
						QUAD CHAIN SLING FOR PICKING SHARING BOX		
1746		11/21	AP	04/12/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-TERRACE DRIVE	2,420.00	04/29/21
1746		11/21	AP	04/10/21	0000000	BMC AGGREGATES L.C.	233.95	04/29/21
						3/8 WASHED CHIPS FOR SPRAY PATCHING		
1746		11/21	AP	04/10/21	0000000	BMC AGGREGATES L.C.	852.84	04/29/21
						ROADSTONE FOR ALLEYS		
1675		11/21	AP	04/09/21	0000000	BITUMINOUS MATERIALS & SUPPLY	1,773.46	04/29/21
						CRS-2 EMULSION FOR SPRAY PATCHER		
1675		11/21	AP	04/08/21	0000000	MENARDS-CEDAR FALLS	23.92	04/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS continued										
						REBAR				
1706				11/21 AP 04/07/21	0000000	BENTON'S READY MIX CONCRETE,	334.00			04/29/21
						CONCRETE-12TH ST APPROACH				
1706				11/21 AP 04/06/21	0000000	BENTON'S READY MIX CONCRETE,	539.75			04/29/21
						CONCRETE-12TH ST APPROACH				
1706				11/21 AP 04/05/21	0000000	BENTON'S READY MIX CONCRETE,	426.00			04/29/21
						CONCRETE-13TH & CATHERINE				
1675				11/21 AP 03/31/21	0000000	ASPRO, INC.	577.20			04/29/21
						COLDMIX ASPHALT				
						ACCOUNT TOTAL	9,320.83	.00		9,320.83
206-6637-436.93-01 EQUIPMENT / EQUIPMENT										
1706				11/21 AP 04/14/21	0000000	STIVERS FORD, INC.	47,730.00			04/29/21
						STREET REPAIR TRUCK #239				
						PW03232				
						ACCOUNT TOTAL	47,730.00	.00		47,730.00
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1746				11/21 AP 04/14/21	0000000	ECHO GROUP, INC.	204.40			04/29/21
						ELECTRICAL SUPPLIES				
1675				11/21 AP 04/12/21	0000000	O'DONNELL ACE HARDWARE	5.69			04/29/21
						ELECTRICAL PARTS				
1706				11/21 AP 04/12/21	0000000	ECHO GROUP, INC.	24.39			04/29/21
						BLADES FOR SAW				
1675				11/21 AP 04/07/21	0000000	ECHO GROUP, INC.	58.01			04/29/21
						ELECTRICAL PARTS				
1675				11/21 AP 03/30/21	0000000	FASTENAL COMPANY	297.24			04/29/21
						HARDWARE AND DRILL BITS				
						ACCOUNT TOTAL	589.73	.00		589.73
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1724				11/21 AP 04/21/21	0000000	CINTAS FIRST AID & SAFETY	37.86			04/29/21
						1ST AID SUPPLIES TRAFFIC				
						ACCOUNT TOTAL	37.86	.00		37.86
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
1675				11/21 AP 03/25/21	0000000	IOWA DEPT-TRANSPORTATION	11,773.20			04/29/21
						2021 DOT PAINT ORDER				
						ACCOUNT TOTAL	11,773.20	.00		11,773.20

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6647-436.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1706		11/21 AP		02/27/21	0000000 UNITED PARCEL SERVICE	168.25		04/29/21
					SHIPPING-TRAFFIC REPAIR			
1706		11/21 AP		02/20/21	0000000 UNITED PARCEL SERVICE	7.38		04/29/21
					SHIPPING-TRAFFIC REPAIR			
ACCOUNT TOTAL						175.63	.00	175.63
FUND TOTAL						72,119.85	.00	72,119.85
FUND 215 HOSPITAL FUND								
215-1230-421.88-45					OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.			
1753		11/21 AP		04/27/21	0000000 NAMI OF BLACK HAWK COUNTY	2,000.00		04/29/21
					HTFB:MENTAL ILLNESS GRANT			
ACCOUNT TOTAL						2,000.00	.00	2,000.00
FUND TOTAL						2,000.00	.00	2,000.00
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
FUND 223 COMMUNITY BLOCK GRANT								
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
242-1240-431.92-44					STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION			
1682		11/21 AP		04/20/21	0000000 PETERSON CONTRACTORS	171,505.40		04/29/21
					3227-2021 STREET CONST.			
		PROJECT#:			023227			
ACCOUNT TOTAL						171,505.40	.00	171,505.40
242-1240-431.92-85					STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION			
1682		11/21 AP		03/18/21	0000000 FOTH INFRASTRUCTURE & ENVIRON	7,396.60		04/29/21
					3238-UNION RD RECONSTRUCT			
		PROJECT#:			023238			
ACCOUNT TOTAL						7,396.60	.00	7,396.60
FUND TOTAL						178,902.00	.00	178,902.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 254 CABLE TV FUND											
254-1088-431.93-01 EQUIPMENT / EQUIPMENT											
1749		11/21	AP	04/27/21	0000000	AVS, INC.	35,905.00			04/29/21	
		TRICASTER 2, CONTROL PANEL									
1723		11/21	AP	04/19/21	0000000	B & H PHOTO-VIDEO-PRO AUDIO	7,092.45			04/29/21	
		PTZ 24X OPTICL ZOOM CA PO 56602									
1723		11/21	AP	04/19/21	0000000	FULL COMPASS SYSTEMS, LTD.	684.46			04/29/21	
		DOUBLE EAR HEADSET									
1723		11/21	AP	04/15/21	0000000	FULL COMPASS SYSTEMS, LTD.	1,430.98			04/29/21	
		REMOTE STATION, HEADSET									
		ACCOUNT TOTAL						45,112.89	.00	45,112.89	
		FUND TOTAL						45,112.89	.00	45,112.89	
FUND 258 PARKING FUND											
FUND 261 TOURISM & VISITORS											
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS											
1735		11/21	AP	04/05/21	0000000	WOOLVERTON PRINTING CO.	1,346.00			04/29/21	
		500 POCKET FOLDERS									
		ACCOUNT TOTAL						1,346.00	.00	1,346.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE											
1735		11/21	AP	04/22/21	0000000	CITY LAUNDERING CO.	10.00			04/29/21	
		MAT SERVICE									
		ACCOUNT TOTAL						10.00	.00	10.00	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS											
1735		11/21	AP	04/05/21	0000000	WOOLVERTON PRINTING CO.	390.00			04/29/21	
		250 LABELS									
		ACCOUNT TOTAL						390.00	.00	390.00	
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS											
1753		11/21	AP	04/30/21	0000000	COLLEGE HILL PARTNERSHIP	2,100.00			04/29/21	
		2ND 1/2 PAYMENT FOR FY21									
		ACCOUNT TOTAL						2,100.00	.00	2,100.00	
		FUND TOTAL						3,846.00	.00	3,846.00	

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 262						SENIOR SERVICES & COMM CT		
FUND 291						POLICE FORFEITURE FUND		
291-5521-415.89-41						MISCELLANEOUS SERVICES / POLICE EQUIPMENT		
1732		11/21	AP	03/03/21	0000000	BENCHMARK SOLUTIONS, LLC	4,500.00	04/29/21
						MGMT.SYSTEM SUBSCRIPTION		
						03/03/21-03/02/22		
						ACCOUNT TOTAL	4,500.00	4,500.00
						FUND TOTAL	4,500.00	4,500.00
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		
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS		
1720		11/21	AP	04/16/21	0000000	CARRICO AQUATIC RESOURCES INC	12,860.00	04/29/21
						POOL CHEMICAL CONTROLLERS		
						ACCOUNT TOTAL	12,860.00	12,860.00
						FUND TOTAL	12,860.00	12,860.00
FUND 298						HEARST CAPITAL		
FUND 311						DEBT SERVICE FUND		
FUND 402						WASHINGTON PARK FUND		
FUND 404						FEMA		
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG		
1694		11/21	AP	03/23/21	0000000	EMERGENCY MEDICAL PRODUCTS, I	1,257.00	04/29/21
						GLOVES;POCKET MASKS		
						PROJECT#: 012020		
						ACCOUNT TOTAL	1,257.00	1,257.00
						FUND TOTAL	1,257.00	1,257.00
FUND 405						FLOOD RESERVE FUND		
FUND 407						VISION IOWA PROJECT		
FUND 408						STREET IMPROVEMENT FUND		

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 430 2004 TIF BOND									
430-1220-431.97-82						TIF BOND PROJECTS / STREETScape MAINTENANCE			
1682		11/21 AP		04/20/21	0000000	CUNNINGHAM CONSTRUCTION CO.,	101,059.34		04/29/21
						3242-DWNTWN STREETS SCP II			
PROJECT#:					023242				
1682		11/21 AP		04/13/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	20,948.30		04/29/21
						3242-DWNTWN STREETS SCP II PAVERS			
PROJECT#:					023242				
						ACCOUNT TOTAL	122,007.64	.00	122,007.64
						FUND TOTAL	122,007.64	.00	122,007.64
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-23						CAPITAL PROJECTS / GREENHILL RD & S MAIN INT			
1752		11/21 AP		04/22/21	0000000	SHIVE-HATTERY	6,445.23		04/29/21
						3228-GREENHILL/S MAIN INT SERVICES THRU 04/16/21			
PROJECT#:					023228				
						ACCOUNT TOTAL	6,445.23	.00	6,445.23
						FUND TOTAL	6,445.23	.00	6,445.23
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-90						CAPITAL PROJECTS / COLL HILL TIF-SSMID REIMB			
1749		11/21 AP		04/01/21	0000000	COLLEGE HILL PARTNERSHIP	2,970.00		04/29/21
						2ND 1/2 PAYMENT FOR FY21			
						ACCOUNT TOTAL	2,970.00	.00	2,970.00
						FUND TOTAL	2,970.00	.00	2,970.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-02						MISCELLANEOUS SERVICES / PROPERTY TAX REBATES				
1723		11/21	AP	04/14/21	0000000	RBJB, LLC	24,306.02			04/29/21
						3 OF 5 ANNUAL REBATE PMT. 7024 NORDIC DRIVE				
						ACCOUNT TOTAL	24,306.02	.00	24,306.02	
						FUND TOTAL	24,306.02	.00	24,306.02	
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6685-426.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
1695		11/21	AP	04/01/21	0000000	WATERLOO, CITY OF	1,018.50			04/29/21
						DEER DISPOSAL;3/1-3/31/21				
						ACCOUNT TOTAL	1,018.50	.00	1,018.50	
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1724		11/21	AP	04/14/21	0000000	POLK'S LOCK SERVICE, INC.	292.50			04/29/21
						389 PADLOCKS				
						ACCOUNT TOTAL	292.50	.00	292.50	
551-6685-436.72-16						OPERATING SUPPLIES / TOOLS				
1724		11/21	AP	03/26/21	0000000	TRACTOR SUPPLY CO	59.98			04/29/21
						CLEVIS FOR TRACTORS				
						ACCOUNT TOTAL	59.98	.00	59.98	
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
1724		11/21	AP	04/21/21	0000000	CINTAS FIRST AID & SAFETY	107.82			04/29/21
						1ST AID SUPPLIES TRANSFER				
						ACCOUNT TOTAL	107.82	.00	107.82	

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES			
1706		11/21 AP		04/15/21	0000000	O'DONNELL ACE HARDWARE	3.69		04/29/21
						DRAIN PLUG FOR DUMPSTER			
1675		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	7.39		04/29/21
						HASP FOR VEG OIL CONT			
1675		11/21 AP		04/08/21	0000000	MENARDS-CEDAR FALLS	48.29		04/29/21
						RATCHET TIES,TARP STRAP, BLADE,KNEE PADS,DUST PAN			
						ACCOUNT TOTAL	59.37	.00	59.37
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1746		11/21 AP		04/21/21	0000000	J.V. MANUFACTURING, INC.	2,257.19		04/29/21
						BALER BELT			
1746		11/21 AP		04/21/21	0000000	J.V. MANUFACTURING, INC.	2,231.53		04/29/21
						BALER BELT			
1724		11/21 AP		04/20/21	0000000	C & C WELDING & SANDBLASTING	196.65		04/29/21
						TUBING FOR BALER REPAIR			
						ACCOUNT TOTAL	4,685.37	.00	4,685.37
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1724		11/21 AP		04/20/21	0000000	SAM ANNIS & CO.	30.15		04/29/21
						PROPANT TANK REFILL AT TECH PKWY			
1724		11/21 AP		04/10/21	0000000	LIBERTY TIRE RECYCLING, LLC	798.96		04/29/21
						SCRAP TIRE RECYCLING			
1706		11/21 AP		04/09/21	0000000	MIDWEST ELECTRONIC RECOVERY	361.75		04/29/21
						ELECTRONIC RECYCLING			
1675		11/21 AP		03/19/21	0000000	SAM ANNIS & CO.	47.25		04/29/21
						PROPANE TANK REFILL			
						ACCOUNT TOTAL	1,238.11	.00	1,238.11
FUND TOTAL									
							7,461.65	.00	7,461.65
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1729		11/21 AP		04/16/21	0000000	CONTINENTAL RESEARCH CORP.	583.81		04/29/21
						WASH AND WAX			
						ACCOUNT TOTAL	583.81	.00	583.81
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS									
1729		11/21 AP		04/06/21	0000000	CAMPBELL SUPPLY WATERLOO	6.92		04/29/21
						DRILL BITS			
						ACCOUNT TOTAL	6.92	.00	6.92

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1729		11/21	AP	04/21/21	0000000	CINTAS FIRST AID & SAFETY	29.00	04/29/21
						1ST AID SUPPLIES		
ACCOUNT TOTAL						29.00	.00	29.00
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1729		11/21	AP	04/20/21	0000000	O'DONNELL ACE HARDWARE	10.43	04/29/21
						PVC PIPE		
1729		11/21	AP	04/07/21	0000000	FASTENAL COMPANY	25.38	04/29/21
						THREADED ROD		
ACCOUNT TOTAL						35.81	.00	35.81
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS								
1729		11/21	AP	04/18/21	0000000	DELUXE DISTRIBUTORS	2,009.95	04/29/21
						SEWER CLEANER		
1706		11/21	AP	04/13/21	0000000	UTILITY EQUIPMENT COMPANY	1,480.62	04/29/21
						SANITARY SEWER CASTINGS		
ACCOUNT TOTAL						3,490.57	.00	3,490.57
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL								
1724		11/21	AP	04/14/21	0000000	IOWA ONE CALL	297.90	04/29/21
						IOWA ONE CALL MARCH 2021		
1729		11/21	AP	04/08/21	0000000	CAMPBELL SUPPLY WATERLOO	98.60	04/29/21
						ONE CALL SUPPLIES		
ACCOUNT TOTAL						396.50	.00	396.50
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB								
1729		11/21	AP	04/16/21	0000000	MIDLAND SCIENTIFIC, INC.	32.86	04/29/21
						LAB SUPPLIES		
1729		11/21	AP	04/14/21	0000000	NORTH CENTRAL LABORATORIES	331.52	04/29/21
						LAB SUPPLIES		
1729		11/21	AP	04/09/21	0000000	MIDLAND SCIENTIFIC, INC.	41.55	04/29/21
						LAB SUPPLIES		
ACCOUNT TOTAL						405.93	.00	405.93
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE								
1729		11/21	AP	04/17/21	0000000	UNITED PARCEL SERVICE	31.40	04/29/21
						CARTRIDGE RETURN		
ACCOUNT TOTAL						31.40	.00	31.40

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND											
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
1729		11/21 AP		04/20/21	0000000	O'DONNELL ACE HARDWARE	20.05			04/29/21	
		ELBOWS, CEMENT, TEE, STRAP									
1729		11/21 AP		04/19/21	0000000	O'DONNELL ACE HARDWARE	16.00			04/29/21	
		NUTS AND BOLTS									
1729		11/21 AP		04/15/21	0000000	MENARDS-CEDAR FALLS	49.09			04/29/21	
		CAULK, ETC									
1729		11/21 AP		04/14/21	0000000	O'DONNELL ACE HARDWARE	49.43			04/29/21	
		EYE BOLTS									
1729		11/21 AP		04/13/21	0000000	NORTHLAND PRODUCTS CO.	76.72			04/29/21	
		LUBE-PLANT									
1729		11/21 AP		04/13/21	0000000	O'DONNELL ACE HARDWARE	1.56			04/29/21	
		TUBING									
1729		11/21 AP		04/13/21	0000000	O'DONNELL ACE HARDWARE	48.76			04/29/21	
		CASTERS									
1729		11/21 AP		04/12/21	0000000	ARNOLD MOTOR SUPPLY	2.38			04/29/21	
		CLAMP									
1729		11/21 AP		04/12/21	0000000	NORTHLAND PRODUCTS CO.	156.09			04/29/21	
		OIL PLANT									
1729		11/21 AP		04/12/21	0000000	SHERWIN-WILLIAMS COMPANY	106.22			04/29/21	
		PAINT FOR PLANT									
1729		11/21 AP		04/09/21	0000000	O'DONNELL ACE HARDWARE	9.69			04/29/21	
		THREADLOCK									
1729		11/21 AP		04/01/21	0000000	CRESCENT ELECTRIC	776.52			04/29/21	
		ELECTRICAL ENCLOSER									
		ACCOUNT TOTAL						1,312.51	0.00		1,312.51
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1729		11/21 AP		04/09/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	2,143.27			04/29/21	
		UV AIR UNIT REPAIR									
		ACCOUNT TOTAL						2,143.27	0.00		2,143.27
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING											
1729		11/21 AP		04/16/21	0000000	TESTAMERICA LABORATORIES, INC	411.98			04/29/21	
		TESTING									
		ACCOUNT TOTAL						411.98	0.00		411.98
		FUND TOTAL						8,847.70	0.00		8,847.70

GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 553	2004	SEWER BOND							
FUND 555		STORM WATER UTILITY							
555-6630-432.73-34		OTHER SUPPLIES / STORM SEWERS							
1706		11/21 AP 04/16/21 0000000				UTILITY EQUIPMENT COMPANY COLORADO ROAD	559.87		04/29/21
1746		11/21 AP 04/15/21 0000000				BENTON'S READY MIX CONCRETE, COVEY COURT	250.50		04/29/21
1746		11/21 AP 04/14/21 0000000				BENTON'S READY MIX CONCRETE, 215 COLORADO RD	426.00		04/29/21
1706		11/21 AP 04/13/21 0000000				UTILITY EQUIPMENT COMPANY	1,480.62		04/29/21
1706		11/21 AP 04/05/21 0000000				LEMASTER TILE, RUSTY TILE FOR STORM SEWER	130.49		04/29/21
		ACCOUNT TOTAL					2,847.48	0.00	2,847.48
555-6630-432.92-01		STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							
1752		11/21 AP 04/14/21 0000000				AECOM TECHNICAL SERVICES, INC 3215-OLIVE ST BOX CULVERT 03/06/21-04/09/21	6,330.77		04/29/21
		PROJECT#: 023215							
		ACCOUNT TOTAL					6,330.77	0.00	6,330.77
		FUND TOTAL					9,178.25	0.00	9,178.25
FUND 570		SEWER ASSESSMENT							
FUND 606		DATA PROCESSING FUND							
606-1078-441.82-10		COMMUNICATION / TELEPHONE HOLDING ACCOUNT							
1749		11/21 AP 04/22/21 0000000				GORDON FLESCH COMPANY COPIERS/24629-MPS01/MAY21 4/22/21-5/21/21	1,083.25		04/29/21
		ACCOUNT TOTAL					1,083.25	0.00	1,083.25
606-1078-441.93-01		EQUIPMENT / EQUIPMENT							
1753		11/21 AP 04/29/21 0000000				GORDON FLESCH COMPANY LASERFICHE IMPLEMENTATION	16,001.00		04/29/21
		ACCOUNT TOTAL					16,001.00	0.00	16,001.00
		FUND TOTAL					17,084.25	0.00	17,084.25

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
1706				11/21	AP 04/01/21 0000000	AIRGAS USA, LLC	64.59			04/29/21
						CUTTING AND WELDING GAS				
1706				11/21	AP 03/31/21 0000000	AIRGAS USA, LLC	69.34			04/29/21
						CUTTING AND WELDING GAS				
						ACCOUNT TOTAL	133.93	.00		133.93
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
1706				11/21	AP 04/15/21 0000000	KAY, PHILIP R.	372.50			04/29/21
						BEARING SPLITTER				
1706				11/21	AP 04/06/21 0000000	FAIRHURST, MARK	59.99			04/29/21
						WHEEL STUD INSTALLER				
						ACCOUNT TOTAL	432.49	.00		432.49
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1724				11/21	AP 04/21/21 0000000	CINTAS FIRST AID & SAFETY	36.47			04/29/21
						1ST AID SUPPLIES FLEET				
						ACCOUNT TOTAL	36.47	.00		36.47
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1746				11/21	AP 04/22/21 0000000	WITHAM AUTO CENTERS	108.50			04/29/21
						ALIGNMENT PD03				
1746				11/21	AP 04/16/21 0000000	LAWSON PRODUCTS, INC.	1,158.11			04/29/21
						MISC SHOP SUPPLIES				
1706				11/21	AP 04/14/21 0000000	ARNOLD MOTOR SUPPLY	59.17			04/29/21
						SAND PAPER FOR SHOP STOCK				
1706				11/21	AP 04/13/21 0000000	OUTDOOR & MORE	654.99			04/29/21
						NEW FOAM KIT #2117				
1746				11/21	AP 04/09/21 0000000	TOYNE, INC.	157.60			04/29/21
						FOAM LEVEL GAUGE FD503				
1706				11/21	AP 04/08/21 0000000	TOYNE, INC.	279.00			04/29/21
						WATEROUS VALVE KITS				
1706				11/21	AP 03/31/21 0000000	LAWSON PRODUCTS, INC.	14.85			04/29/21
						ALUMINUM SLEEVE				
1738				10/21	AP 02/02/21 0136528	KNM SERVICES, INC.		63.41		04/26/21
						VOID CHECK-NAPA ACCOUNT				
						SEAL KIT AND CAP FOR				
						ACCOUNT TOTAL	2,432.22	63.41		2,368.81
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS						continued			
1724		11/21 AP		04/22/21	0000000	CITY LAUNDERING CO.	35.00		04/29/21
						SHOP TOWELS			
1746		11/21 AP		04/22/21	0000000	CITY LAUNDERING CO.	35.00		04/29/21
						SHOP TOWELS			
1675		11/21 AP		04/08/21	0000000	CITY LAUNDERING CO.	35.00		04/29/21
						SHOP TOWELS			
ACCOUNT TOTAL							105.00	.00	105.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1746		11/21 AP		04/23/21	0000000	STONERS RADIATOR SERVICE	760.00		04/29/21
						RADIATOR REPAIR #FD561			
1746		11/21 AP		04/23/21	0000000	SHARPLINE AUTO TRIM	200.00		04/29/21
						PAINTED FENDER #261			
1706		11/21 AP		04/13/21	0000000	CEDAR VALLEY AUTO GLASS INC.	230.00		04/29/21
						WINDSHIELD REPLACED #278			
1706		11/21 AP		03/15/21	0000000	RASMUSSEN CO., THE	250.00		04/29/21
						PULLED TRUCK FROM SNOW #242			
1706		11/21 AP		03/15/21	0000000	RASMUSSEN CO., THE	250.00		04/29/21
						PULLED TRUCK FROM SNOW #244			
1706		11/21 AP		01/29/21	0000000	WITHAM AUTO CENTERS	108.50		04/29/21
						ALIGNMENT PD19			
ACCOUNT TOTAL							1,798.50	.00	1,798.50
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1746		11/21 AP		04/22/21	0000000	YOUNG PLUMBING & HEATING	15,374.00		04/29/21
						APPL # 2 RETAINAGE AIR EXCHANGE UNIT			
1724		11/21 AP		04/14/21	0000000	STICKFORT ELECTRIC CO., INC.	3,675.00		04/29/21
						ELECTRICAL FOR AIR HANDLE			
ACCOUNT TOTAL							19,049.00	.00	19,049.00
FUND TOTAL							23,987.61	63.41	23,924.20
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									
1749		11/21 AP		04/16/21	0000000	COFFMAN'S BODY SHOP	1,215.32		04/29/21
						PATROL CAR STRUCK BY OV DOL:6/21/20			
1723		11/21 AP		04/01/21	0000000	REDFERN, MASON, LARSEN & MOORE,	60.00		04/29/21
						LIAB:J BALIK 3/24/21-3/29/21			
1723		11/21 AP		03/01/21	0000000	REDFERN, MASON, LARSEN & MOORE,	30.00		04/29/21

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE						continued			
						LIAB:J BALIK			
						2/18/21			
						ACCOUNT TOTAL	1,305.32	.00	1,305.32
						FUND TOTAL	1,305.32	.00	1,305.32
FUND 724 TRUST & AGENCY									
724-0000-487.50-06 TRANSFERS OUT / TRANSFERS-SSMID COLL HILL									
1749		11/21	AP	04/27/21	0000000	COLLEGE HILL PARTNERSHIP	18,889.29		04/29/21
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	18,889.29	.00	18,889.29
						FUND TOTAL	18,889.29	.00	18,889.29
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	612,664.16	63.41	612,600.75