



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

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of November 4, 2019.

**Agenda Revisions**

**Special Order of Business**

2. Public hearing on a proposed amendment to the Zoning Agreement relative to conditions of the HWY-1, Highway Commercial District, for property located in the southwest corner of Highway 58 and West Ridgeway Avenue.
  - a) Receive and file proof of publication of notice of hearing. (Notice published November 8, 2019)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
3. Pass an ordinance rezoning property located generally on Lot 1 of The Point at Henry Farms, pursuant to provisions of a conditional zoning agreement associated with Ordinance #2933, which placed said property in the HWY-1, Highway Commercial District, upon its first consideration, or
  - a) Suspend the rules requiring ordinances to be considered at three separate meetings (requires at least six aye votes), and
  - b) Pass the ordinance upon its third & 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.)

4. Receive and file the Committee of the Whole minutes of November 4, 2019 relative to the following items:
  - a) Downtown Visioning Update.
  - b) Bills & Payroll.
5. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Building/Electrical Inspector.
6. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.
7. Receive, file and refer to the Planning & Zoning Commission a communication from College Hill Partnership relative to the renewal of the College Hill Self-Supported Municipal Improvement District (SSMID).

8. Approve the following applications for beer permits and liquor licenses:
  - a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
  - b) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
  - c) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
  - d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

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

9. Resolution authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls and Unified Tax Increment Financing Revenues.
10. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, incentive payments, and project costs related to Peter Melendy Park and the Downtown Streetscape in the Downtown Urban Renewal Area.
11. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway & Viking Road Signalization Project in the Pinnacle Prairie Urban Renewal Area.
12. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal and administrative fees for projects in the South Cedar Falls Urban Renewal Area.
13. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, Industrial Park Street Patching, and administrative and legal fees in the Unified Urban Renewal Area.
14. Resolution approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the South Cedar Falls Urban Renewal Area.
15. Resolution approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the Unified Urban Renewal Area.
16. Resolution approving and authorizing an inter-fund loan from the General Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Downtown Visioning Project in the Downtown Urban Renewal Area.
17. Resolution approving and authorizing an inter-fund loan from the Street Construction Fund to the Tax Increment Financing (TIF) Fund relative to funding for the 100 Block Alley Reconstruction Project and to support the Downtown Urban Renewal projects and planning in the Downtown Urban Renewal Area.
18. Resolution approving and authorizing submission of the City's FY19 Annual Urban Renewal Report.
19. Resolution approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2018 Seal Coat Project.
20. Resolution approving the Certificate of Completion and accepting the work of K. Cunningham Construction Company, Inc. for the University Avenue Reconstruction Project - Phase I.
21. Resolution receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$303,361.45, for the 2019 Sanitary Sewer Rehabilitation Project.

- [22.](#) Resolution approving and accepting the contract and bond of Municipal Pipe Tool Company, LLC for the 2019 Sanitary Sewer Rehabilitation Project.
- [23.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Greenhill Village Senior Living, LLC relative to a post-construction stormwater management plan for Lot 1 of Greenhill Village Estates.
- [24.](#) Resolution approving and authorizing execution of an Amendment to Professional Service Agreement with Snyder & Associates, Inc. relative to the Cedar Heights Drive Reconstruction Project.
- [25.](#) Resolution approving and authorizing execution of a Release of Minimum Assessment Agreement and Agreement for Private Development, and approving and accepting a Quit Claim Deed, relative to an Agreement for Private Development with BAJR Enterprises, L.L.C.
- [26.](#) Resolution approving and authorizing execution of a Termination of Agreement for Private Development, and approving and accepting a Warranty Deed, relative to an Agreement for Private Development with Schuerman Construction, Inc.
- [27.](#) Resolution approving and adopting the *Imagine Downtown!* - Cedar Falls Downtown Vision Plan.
- [28.](#) Resolution setting December 2, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Cedar Heights Drive Reconstruction Project and to authorize acquisition of private property for said project.

#### **Allow Bills and Payroll**

29. Allow Bills and Payroll of November 18, 2019.

#### **City Council Referrals**

#### **City Council Updates**

#### **Executive Session**

30. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

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

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, NOVEMBER 4, 2019  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 52540 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of October 21, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Public Safety Services Director Olson provided an introduction and Mayor Brown proceeded with the Administration of Oath to new Part-Time Firefighter Krystal Tucker.

- 52541 - Mayor Brown announced that in accordance with the public notice of October 25, 2019, this was the time and place for a public hearing on a proposed lease with the Black Hawk County Conservation Board relative to City-owned property at 1501 East Lake Street. It was then moved by Blanford and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52542 - The Mayor then asked if there were any written communications filed to the proposed lease. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Public Works Director Schrage provided a brief summary of the proposed lease. There being no one else present wishing to speak about the proposed lease, the Mayor declared the hearing closed and passed to the next order of business.

- 52543 - It was moved by Blanford and seconded by Miller that Resolution #21,757, approving and authorizing execution of a lease with the Black Hawk County Conservation Board relative to City-owned property at 1501 East Lake Street, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,757 duly passed and adopted.

- 52544 - Mayor Brown announced that in accordance with the public notice of October 25, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project. It was then moved by Wieland and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52545 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Fitch provided a brief project summary of the proposed plans, etc. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52546 - It was moved by Kruse and seconded by Blanford that Resolution #21,758, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,758 duly passed and adopted.
- 52547 - Mayor Brown announced that in accordance with the public notice of October 16, 2019, this was the time and place for a public hearing on the proposed submission of the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant & HOME Programs. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52548 - The Mayor then asked if there were any written communications filed to the proposed report. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard commented about the report. There being no one else present wishing to speak about the proposed report, the Mayor declared the hearing closed and passed to the next order of business.
- 52549 - It was moved by Blanford and seconded by Kruse that Resolution #21,759, approving the submission of the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant & HOME Programs, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,759 duly passed and adopted.
- 52550 - It was moved by Darrah and seconded by Wieland that Ordinance #2957, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2957 duly passed and adopted.

52551 - It was moved by Kruse and seconded by Darrah that Ordinance #2958, granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52552 - It was moved by Kruse and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of October 21, 2019 relative to the following items:

- a) Parking Update.
- b) Pavement Management.
- c) Bills & Payroll.

Receive and file Departmental Monthly Reports of September 2019.

Approve the following applications for beer permits and liquor licenses:

- a) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - renewal.
- b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.

Motion carried unanimously.

52553 - It was moved by Blanford and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,760, approving and authorizing execution of an FY20 Cooperative Agreement with the Iowa Civil Rights Commission.

Resolution #21,761, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2208 Coventry Lane.

Resolution #21,762, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 1804 Tremont Street.

Resolution #21,763, approving and authorizing execution of a Services Agreement with Cope Murphy + Co. LLP relative to legislative services.

Resolution #21,764, approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.

Resolution #21,765, approving and authorizing execution of Supplemental Agreement No. 12 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to Slope Stabilization of

Ridgewood and Mandalay Drives.

Resolution #21,766, setting November 18, 2019 as the date of public hearing on a proposed amendment to the Zoning Agreement relative to conditions of the HWY-1 Highway Commercial Zoning District for property located in the southwest corner of Highway 58 and West Ridgeway 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: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,760 through #21,766 duly passed and adopted.

52554 - It was moved by Miller and seconded by Green that Resolution #21,767, approving and authorizing designation of a public electric vehicle charging parking space and authorizing the expenditure of funds for the purchase of an Electric Vehicle (EV) charger, be adopted. Following questions by Councilmembers Miller, Wieland, Green, Darrah and Kruse, and responses by Public Works Director Schrage and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,767 duly passed and adopted.

52555 - It was moved by Miller and seconded by Wieland that Resolution #21,768, approving and authorizing execution of an Encroachment Agreement with the North Cedar Neighborhood Association relative to placement of a neighborhood sign within the East Lone Tree Road public right-of-way, be adopted. Following a question by Councilmember Miller and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,768 duly passed and adopted.

52556 - It was moved by Kruse and seconded by deBuhr that the bills and payroll of November 4, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52557 - The Mayor announced the municipal and school elections on November 5, 2019.

City Administrator Gaines commented about the City recently receiving the international 'Year in Infrastructure Award' from Bentley Systems Inc. for the University Avenue Reconstruction Project.

Public Works Director Schrage provided updates on the Highway 58/Viking Road and West 1st Street (Highway 57) Iowa Department of Transportation projects.

Public Safety Services Director Olson commented on recent media coverage regarding the response to a 2018 incident at the University of Northern Iowa, and responded to a question by Councilmember Miller.

- 52558 - James Kerns, 3123 Cottonwood Lane, expressed appreciation for the positive and progressive projects happening in Cedar Falls and urged citizens to make decisions based on data and not emotions.

Councilmembers Darrah and Wieland responded to the previous speaker's comments and announced that City Council will begin goal setting soon.

Sharon Regenold, 108 Lilliput Lane, disagreed with comments by Director Olson regarding the University of Northern Iowa call for service, and Olson responded to a related question by Councilmember Miller.

- 52559 - It was moved by Kruse and seconded by Blanford that the meeting be adjourned at 7:34 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** November 8, 2019  
**SUBJECT:** First Amendment to Conditional Zoning Agreement at the southwest corner of Highway 58 and West Ridgeway Avenue

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**REQUEST:** Site Plan Amendment and First Amendment to the Conditional Zoning Agreement: Mills Fleet Farm signage plan at 400 W. Ridgeway Avenue

**PETITIONER:** Midland Atlantic Development Company, LLC, Developer; Mills Properties LLC, Tenant; VEREIT Real Estate L.P., property owner

**LOCATION:** Southwest corner of Highway 58 and West Ridgeway Avenue

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#### PROPOSAL

It is proposed to amend the signage plan for the Mills Fleet Farm store at 400 W. Ridgeway Avenue. The Fleet Farm store wishes to move their pylon sign to an area that located in a corridor preservation zone established by the Iowa DOT. This request includes a site plan amendment as well as an amendment to the Conditional Zoning Agreement for the development.

#### BACKGROUND

The Mills Fleet Farm development at the southwest corner of Highway 58 and W. Ridgeway Avenue was rezoned in the fall of 2018. The rezoning included a zoning agreement that listed a number of conditions including, sidewalk, street, intersection and traffic improvements as well as setting aside an area identified on the final plat for future right of way in the event that Highway 58 and 20 were reconstructed with a controlled access and interchange improvements. This corridor preservation zone was established by the Iowa DOT during the study of the Highway 58 corridor from Greenhill Road to Highway 20.

Following the rezoning, a site plan was reviewed and approved by the Planning and Zoning Commission and City Council. The site plan identified the location of the building, parking areas, access drives, landscaping and signage. The site grading started in December of 2018 when the plan was approved. The high point was along the southern edge and the property was regraded in order to level the site. The grading of the property actually depressed the store and parking lot below the original ground elevation along Highway 20. The pylon sign was located

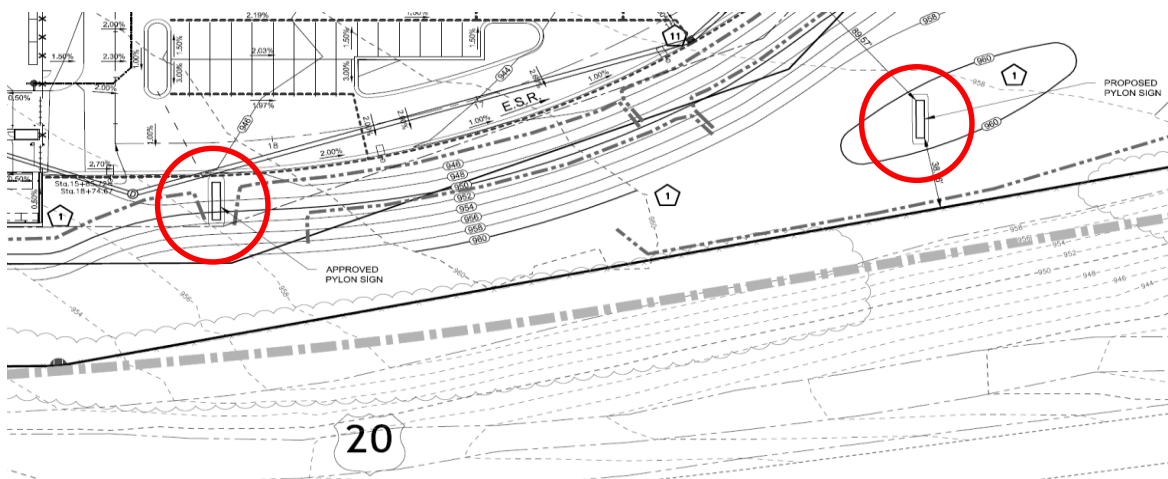
near the southeast corner of the building, which is approximately 12 feet below the adjacent grade of the property. The pylon sign, only 25 feet in height, will not be visible to Highway 20. It should be noted that the height of the building next to the sign is approximately 25 feet. Over the past few months, the developer worked with city staff to come up with the solution to the signage issue. One solution was to amend the site plan for a 40 foot tall pylon sign. Staff encouraged the developer against this course of action since the ordinance would not allow a taller sign in this area which leads to investigating other options and locations for the pylon sign. Staff suggested moving the sign to the south to place it at the top of the embankment. The developers engineer reviewed this proposal and determined that the grading/slope would prohibit the placement of the sign and it could lead to a higher cost of installation. These decisions ultimately lead to the final placement of the sign, which is in Tract E at the top of the embankment and on level ground and 12 feet higher than the original location.



**ANALYSIS**

Eventually, the petitioners made a request to relocate the pylon sign to the top of the bank with better visibility to the adjacent highways. The sign would be located on Tract E of the final plat, which is 9.5 acres at the southeast corner of the development site. This Tract is part of the Highway 58 corridor preservation zone established by the Iowa Department of Transportation.

The property is located in a HWY-1 zoning district and the Highway 20 overlay zoning district. The signage standards for the overlay zoning district is 25 feet in height and 200 square feet in area. The Mills Fleet Farm sign is 25 feet in height and 200 square feet in area. The original location placed the bottom of the sign at an elevation of 948 feet or 12 feet below the top of the bank along Highway 20. See grading plan below.



The proposed location is at the top of the berm and placed at a final elevation of 960 feet will provide visibility to the adjacent highways. The Iowa DOT does not object to the proposed location of the pylon sign with the understanding that the owner will be responsible to relocate the sign if the Iowa DOT would utilize Tract E for highway purposes. Therefore, an amendment to the original Conditional Zoning Agreement must be presented and approved by the Planning and Zoning Commission and City Council. Section 3b of said agreement states that no structure, fence, building, hard surfacing, driveways or sidewalks shall be placed in the area that is identified as future ROW, which in this case is Tract E of the final plat. The proposed pylon sign is considered a structure. The applicant submitted a letter stating that the tenant (Mills Fleet Farm) is responsible for moving the sign in the event that the Tract is needed for highway improvements.

#### PLANNING & ZONING COMMISSION SUMMARY

Vote 11/6/2019	Chair Holst introduced this item and Mr. Sturch provided background information. The property was rezoned in the fall of 2018 for the construction of a new Mills Fleet Farm store at 400 W. Ridgeway Avenue. The rezoning included a site plan review and zoning agreement. The developer requested a change in the site plan for an alternate location for the pylon sign. The proposed location requires a site plan amendment and an amendment to the conditional zoning agreement since the proposed location of the sign is in a Highway 58 Corridor Preservation Zone established by the Iowa DOT. Mr. Sturch indicated that the DOT will approve the sign relocation with the understanding that the property owner and Mills will need to relocate the pylon sign if a new interchange was constructed in its place. The property owner and tenant also agree to these terms that are expressed by the Iowa DOT. Staff recommends approval.
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There was no discussion and the Commission made a recommendation to approve the the site plan amendment and amendment to the conditional zoning agreement.

#### PUBLIC HEARING AND REQUEST

Since this item requires an amendment to the original zoning agreement, an ordinance is needed to approve said amendment. This includes a public hearing and three readings by the City Council. The developer, Midland Atlantic Properties, submitted a request to suspend the rules for the three separate readings and approve this request for sign location and zoning agreement on November 18, 2019. This will allow the pylon sign to be installed by the store opening on November 26, 2019.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Mills Fleet Farms pylon sign relocation and the amendment to the Conditional Zoning Agreement.

xc:     Applicant letter of request  
           Original sign location site plan  
           Proposed sign location and grading plan  
           Iowa DOT letter of support  
           First Amendment of Conditional Zoning Agreement  
           Original rezoning Ordinance and Conditional Zoning Agreement  
           Final Plat

October 23, 2019

VIA EMAIL

Ms. Stephanie Houk Sheetz  
Director  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: The Pointe at Henry Farms – P.1 Pylon Sign Relocation and Request to Condense the Planning & Zoning and City Council Schedule

Dear Stephanie,

The Fleet Farm store at The Pointe at Henry Farms development is close to completion. Fleet Farm is scheduled for their soft opening on November 26<sup>th</sup> and grand opening on November 29<sup>th</sup>, 2019. As you know, we became aware recently that the grade of the Property at the current P.1 Pylon Sign location is such that the Pylon Sign will not be visible from Highway 20. The grade at the current location is 948 feet while the grade along the Highway is 960 feet, which would result in the Pylon Sign sitting 12 feet below the Highway. Additionally, there is a 6 foot high fence in the right of way, so the Pylon Sign (including the entire LED portion) will not be visible from the currently planned location. To raise the grade in the approved location it would require adding a significant retaining wall and it would not look like the natural grade.

Midland Atlantic Development Company, LLC, as developer, and Mills Properties LLC (aka Fleet Farm), as tenant (“Tenant”) and VEREIT (“Owner”) have submitted a request to the City to move the sign to a higher elevation on the Property where the grade is 960 feet. The proposed location is within Tract E of the development, which such Tract prohibits structures of any kind without IDOT approval, per the Hwy-1 Highway Commercial Zoning District Development Agreement Dated December 3, 2018 by and between the City, Owner, developer, and Tenant (the “Development Agreement”). Therefore, we have also provided a letter from the IDOT approving the request to relocate the Pylon. We have also agreed with the IDOT to pay for the cost to relocate the sign in the future, if necessary. The staff has made the determination that the relocation will require an amendment to the Conditional Zoning Agreement and approval from Planning & Zoning and City Council.

**Due to the very short amount of time before Fleet Farm’s scheduled opening date of November 26<sup>th</sup>, Midland Atlantic Development along with Fleet Farm and the Owner would like to make a formal request to set the 1<sup>st</sup> reading of Council on November 4<sup>th</sup> - prior to the Planning and Zoning meeting on November 6<sup>th</sup>, and to have the first reading at Council to occur on November 18<sup>th</sup>. We would also respectfully request that the Council readings be condensed into one meeting by suspending the 2<sup>nd</sup> and 3<sup>rd</sup> Council readings. If the City will agree to permit the proposed condensed schedule, and if we are fortunate to have the request approved, then the sign can be installed prior to the Tenant’s opening on November 26<sup>th</sup>.**



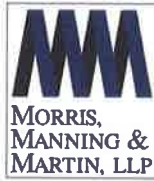
**MIDLAND ATLANTIC**  
P R O P E R T I E S

ITEM 2.

We would sincerely appreciate your thoughtful consideration of this request.

Kind regards,

Nicole Chimento  
Midland Atlantic Development Co, LLC



October 30, 2019

**VIA EMAIL**

Mr. Shane Graham  
 Economic Development Coordinator  
 City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
[Shane.graham@cedarfalls.com](mailto:Shane.graham@cedarfalls.com)

Re: The Pointe at Henry Farms located in Cedar Falls, Black Hawk County, Iowa (the “**Property**”) - P.1 Pylon Sign Relocation Request (Updated)

Dear Shane,

On behalf of VEREIT Real Estate L.P., the fee owner of the above-referenced Property (“**Owner**”), we hereby request the City’s permission to relocate the currently planned location of the 25 foot P.1 pylon sign that is part of The Pointe at Henry Farms development in Cedar Falls (the “**Pylon Sign**”). The grade of the Property at the current Pylon Sign location is such that the Pylon Sign will not be visible from Highway 20. The grade at the current location is 948 feet while the grade along the Highway is 960 feet, which would result in the Pylon Sign sitting 12 feet below the Highway. Additionally, there is a 6 foot high fence in the right of way, so the Pylon Sign (including the entire LED portion) will not be visible from the currently planned location.

We request to move the location of the Pylon Sign to a higher elevation on the Property as depicted on the attached drawing and designated as the “Proposed Pylon Sign”, where the grade of the Property is 960 feet. We recognize that the newly proposed location is within Tract E of the development, which such Tract prohibits structures of any kind without IDOT approval, per the Hwy-1 Highway Commercial Zoning District Development Agreement dated December 3, 2018 by and between Owner, the City, Midland Atlantic Development Company, LLC, as developer, and Mills Properties LLC (aka Fleet Farm), as tenant (“**Tenant**”) (the “**Development Agreement**”). Please find attached a letter from the IDOT approving the current request to relocate the planned location of the Pylon Sign so long as Tenant agrees, at its expense, to relocate the Pylon Sign in the future as may be required by the IDOT for future roadway improvements.

As provided in Section 2 of the Development Agreement, the City acknowledged and agreed that pursuant to the terms of the Lease (as defined in the Development Agreement) Fleet Farm would be responsible for all development obligations with respect to the Property, and Tenant assumed all duties and obligations of Owner under the Development Agreement. Owner hereby agrees to cause Tenant to relocate the Pylon Sign in the future if required for future IDOT roadway improvements within Tract E. Further, by Tenant’s signature below, Tenant acknowledges and agrees that it assumes and shall be responsible for all duties and obligations (including any cost or

expense) in connection with the future relocation of the Pylon Sign as may be required by the IDOT.

Please let me know if you have any questions or concerns regarding this request.

Sincerely,



Kara Adler  
Morris, Manning & Martin, LLP  
Attorney for Owner

**ACKNOWLEDGED AND AGREED TO BY:**

**Tenant:**

Mills Properties LLC,  
a Delaware limited liability company



By: \_\_\_\_\_  
Name: Tom Carrico  
Title: VP Real Estate and Construction

cc: Todd J. Weiss, Esq., VEREIT  
Tom Carrico, Fleet Farm  
Ann C. Chandler, Esq., Attorney for Fleet Farm  
Nicole Chimento, Midland Atlantic

# Fleet Farm

## EXTERIOR SIGN ELEVATIONS

08.10.2018

CEDAR FALLS, IA



**FREESTANDING SIGNS**

**P.1 D/F INTERNALLY ILLUMINATED PYLON SIGN**



58  
27

P.1



SCALE: 1"=200'-0"

**JONES SIGN**  
Your Vision. Accomplished.  
WWW.JONESSIGN.COM

EST #: 4743-R2  
DATE: 06.25.2018  
DESIGNER: A. McKinney  
SALES REP: N. Lison  
PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.: DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
2	08.10.18	WAM	REVISE SITE PLAN / SIGN LOCATIONS; REVISE ELEVATIONS, SIGNAGE
3	00.00.00	XX	XXXX
4	00.00.00	XX	XXXX
5	00.00.00	XX	XXXX
6	00.00.00	XX	XXXX
7	00.00.00	XX	XXXX
8	00.00.00	XX	XXXX
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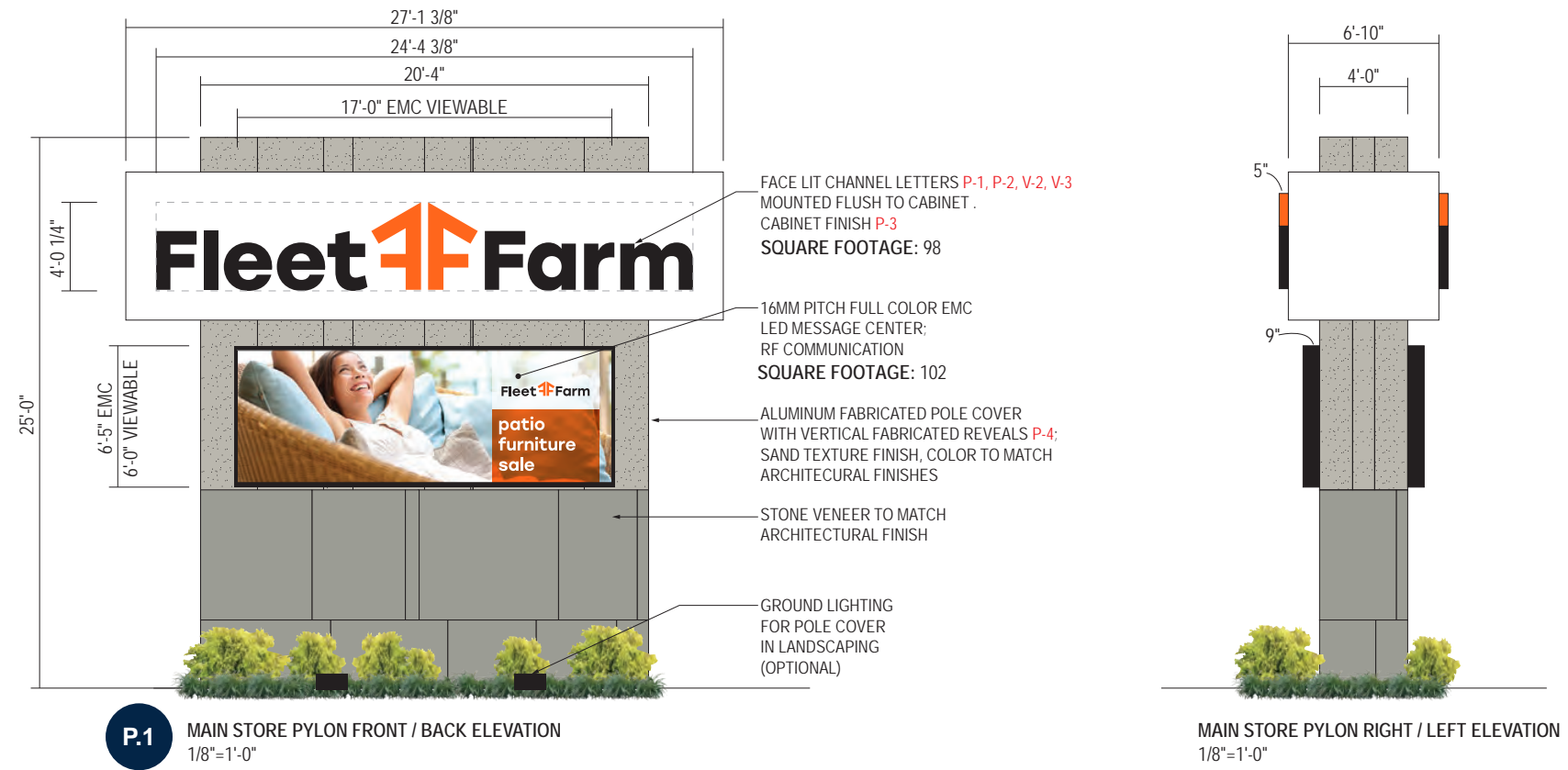
CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

**Fleet 4F Farm**

Fleet Farm  
Black Hawk County  
Cedar Falls, IA  
DESIGN PHASE: CONCEPTUAL

SHEET NUMBER  
**0.0**  
17

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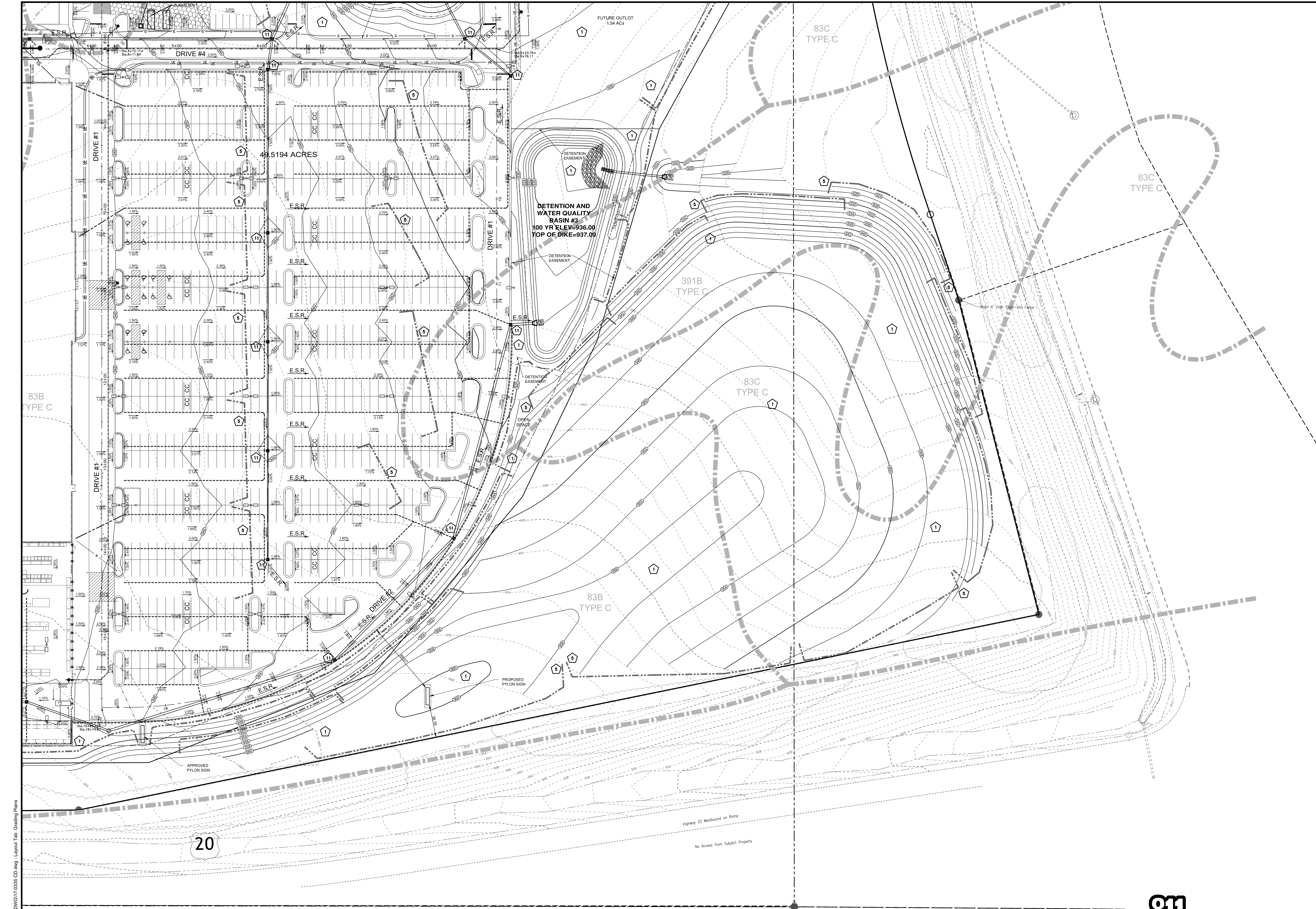


COLORS/FINISHES

- P-1 MP BLACK, SATIN FINISH
- P-2 MP TO MATCH PMS 165C, SATIN FINISH
- V-2 3M 3630-84 TANGERINE TRANSLUCENT
- V-3 3M 3635-222 DUAL COLOR FILM
- P-3 MP TO MATCH BENJAMIN MOORE OC-65 CHANTILLY LACE
- P-4 MP TO MATCH PRE-CAST WALL PANEL (T.B.D.)

<h2 style="margin: 0;">JONES SIGN</h2> <p style="margin: 0;">Your Vision. Accomplished.</p> <p style="margin: 0;">WWW.JONESSIGN.COM</p>	<p>EST #: 4743-R2</p> <p>DATE: 06.25.2018</p> <p>DESIGNER: A. McKinney</p> <p>SALES REP: N. Lison</p> <p>PROJ MGR: D. LaCrosse</p>	<table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07.26.18</td> <td>WAM</td> <td>REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH &amp; WEST ELE C-STORE SIGNS, ADD M.2</td> </tr> <tr> <td>2</td> <td>08.10.18</td> <td>WAM</td> <td>REVISE SITE PLAN / SIGN LOCATIONS; REVISE ELEVATIONS, SIGNAGE</td> </tr> <tr> <td>3</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>4</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>5</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>6</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>7</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>8</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>9</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>10</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> </tbody> </table>	REV.	DATE	BY	DESCRIPTION	1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2	2	08.10.18	WAM	REVISE SITE PLAN / SIGN LOCATIONS; REVISE ELEVATIONS, SIGNAGE	3	00.00.00	XX	XXXX	4	00.00.00	XX	XXXX	5	00.00.00	XX	XXXX	6	00.00.00	XX	XXXX	7	00.00.00	XX	XXXX	8	00.00.00	XX	XXXX	9	00.00.00	XX	XXXX	10	00.00.00	XX	XXXX	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CLIENT APPROVAL</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>LANDLORD APPROVAL</td> <td>DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>QC</td> <td> </td> </tr> </table>	CLIENT APPROVAL	DATE			LANDLORD APPROVAL	DATE			QC			<p>Fleet Farm</p> <p>Black Hawk County</p> <p>Cedar Falls, IA</p> <hr/> <p>DESIGN PHASE: CONCEPTUAL</p>	<p>SHEET NUMBER</p> <h1 style="font-size: 2em; margin: 0;">5.0</h1> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin: 0 auto;">18</div>
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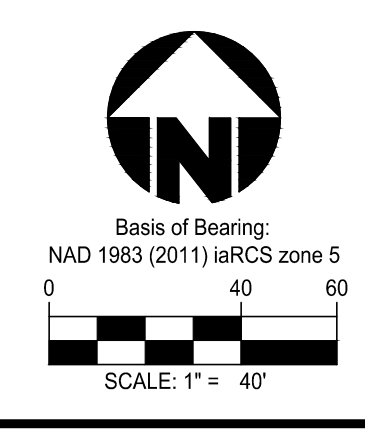
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Plot time: Oct 21, 2019 - 2:36pm  
Drawing name: \2001\17-0335\CD\DWG17-0335 CD.dwg - Layout Tab: Grading Plans

**LEGEND**

- ① SEEDING & MULCHING
- ② SILT FENCE OR MULCH BERM
- ③ INLET PROTECTION



LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

<p><b>HENRY PROPERTY</b> BLACK HAWK COUNTY CITY OF CEDAR FALLS CEDAR FALLS, IOWA</p> <p><b>GRADING AND EROSION CONTROL PLAN</b></p>											
<p><b>bayer becker</b> www.bayerbecker.com 6800 Tylerville Road, Suite A Mason, OH 45040 • 513.336.6600</p>	<p>Drawing: 17-0335 CD Drawn by: GJK Checked by: Issue Date: 08-05-19 Sheet: <b>C5.2</b></p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Item</th> <th style="width: 80%;">Revision Description</th> <th style="width: 10%;">Date</th> <th style="width: 10%;">Drawn</th> <th style="width: 10%;">Chk</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>REVISE PER CITY COMMENT</td> <td>10-21-19</td> <td>GJK</td> <td></td> </tr> </tbody> </table>		Item	Revision Description	Date	Drawn	Chk	1	REVISE PER CITY COMMENT	10-21-19	GJK	
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1	REVISE PER CITY COMMENT	10-21-19	GJK								

THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB), ARE INSTRUMENTS OF PROFESSIONAL SERVICE, AND IS THE EXCLUSIVE PROPERTY OF BB. NO DISCUSSION, REPRODUCTION, OR PUBLICATION IN WHOLE OR IN PART MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB, AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT © ALL RIGHTS RESERVED.

September 27, 2019

Shane Graham  
Economic Development Coordinator  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

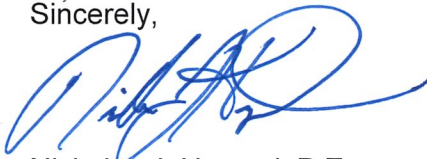
Dear Mr. Graham,

I have been able to review Fleet Farm's request to change the location of the pylon sign and I am agreeable to allowing the sign to be placed on the higher grade of Tract E, as proposed on the updated site plan. We do not currently have a plan for the interchange. I am willing to work with the development as necessary, to be prepared for opening and address the relocation of the sign in the future at the expense and responsibility of Fleet Farm at the time the interchange is constructed. My approval of the sign placement is based on the agreement Fleet Farm is fully responsible for a future relocation and contingent on the city agreeing to allow the amendment to their agreement with Fleet Farm that reserved the "Future R/W" from being developed.

If you have any questions or need additional information, you may contact me at 641-423-7584.

Thank you.

Sincerely,



Nickolas J. Humpal, P.E.  
Assistant District Engineer

NH/ac

FIRST AMENDMENT TO CONDITIONAL ZONING AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL ZONING AGREEMENT (this “First Amendment”) is made as of \_\_\_\_\_, 20\_\_\_\_\_ (the “Effective Date”), by and between Midland Atlantic Development Company, LLC, an Ohio limited liability company (“Applicant”), CITY OF CEDAR FALLS (“City”), VEREIT Real Estate L.P., a Delaware limited partnership (“Owner”).

WITNESSETH:

WHEREAS, Applicant and City are among the parties to that certain Conditional Zoning Agreement dated September 25, 2018 (last executed November 7, 2018), which was adopted by the City Council of the City in Ordinance No. 2933, dated November 5, 2018 (collectively, the “Agreement”), pursuant to which Agreement certain conditions and restrictions were agreed upon as part of rezoning property known as the “Property” (as more particularly defined in the Agreement) which such Property is located in Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, Owner is successor in title to the “Owners” who originally entered into the Agreement, and Owner is therefore bound by the terms and conditions of the Agreement (at times referred to as the “then owner” in the Agreement); and

WHEREAS, the Agreement provides in part that the portion of the Property known as the “Future R/W (right-of-way)” is to remain as open space and shall not be developed with any structures, fences, buildings, hard surfacing, driveways or sidewalks; and

WHEREAS, Applicant and/or Owner wish to place a P.1 Pylon Sign within the “Future R/W (right-of-way)” area, which placement has been agreed to by the Iowa Department of Transportation, and which placement the City agrees is in conformance with the principles of the City’s Comprehensive Plan; the HWY-1 Highway Commercial District zoning plan; and the zoning ordinances and regulations of the City;

WHEREAS, Applicant, Owner, and the City wish to modify and amend the Agreement so as to allow such placement of the P.1 Pylon Sign (the “Sign”).

NOW, THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant, Owner, and City, intending to be legally bound, hereby agree as follows:

- 1. Capitalized Terms. All terms used in this First Amendment with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. Modification to the “Property”. Following execution of the Agreement, Owner conveyed its fee simple interest in a portion of the Property to the City for purposes the City’s reconstruction project of West Ridgeway Avenue pursuant to that certain Special Warranty Deed recorded June 18, 2019 as File No. 2019-0019039 in the records of Black Hawk County, Iowa. Similarly, Tenant conveyed its leasehold interest in the same portion of the Property to the City for purposes of the City’s reconstruction project of West Ridgeway Avenue pursuant to that certain Quitclaim Deed recorded June 10, 2019 as File No. 2019-018572 in the records of Black Hawk County, Iowa. And then the Final Plat of The Pointe at Henry Farms was recorded on \_\_\_\_\_ as File No. \_\_\_\_\_ and is the Property to which this Amendment and Agreement apply.
3. Modification to the Area Shown as Future R/W. Paragraph 3(b) of the Agreement is hereby modified to add the following at the end of said Paragraph 3(b): “Notwithstanding the above, as permitted by the Iowa DOT by way of letter dated September 27, 2019 attached hereto as Exhibit 2, a single P.1 Pylon Sign (the “Sign”) may be installed in the area designated as Future R/W (right-of-way) in the general location as shown on Exhibit 1 attached hereto until such time as the Iowa DOT acquires the Future R/W (right-of-way) or the portion thereof containing the Sign, for future right-of-way purposes. In that event, Owner hereby agrees to remove or relocate or cause to be removed or relocated the Sign from the Future R/W (right-of-way) area at Owner’s cost within thirty-five (35) days after (i) the Iowa DOT acquires the Future R/W (right-of-way) or portion thereof containing the Sign; and (ii) Owner receives written notice from the Iowa DOT requesting the removal or relocation of such Sign.
4. Exhibits 1 and 2. The Exhibits attached hereto as Exhibit 1 and Exhibit 2 are hereby fully incorporated into the Agreement, as amended hereby, as if fully set forth therein.
5. Sign Permit Required. Nothing contained in this First Amendment shall be construed to constitute a waiver of any City ordinance or regulation with respect to the installation of the Sign, which shall be subject to permit and inspection by the City.
6. Agreement in Full Force and Effect. The Agreement, as hereby amended, is hereby ratified, confirmed and continued in all respects, and all covenants, terms and conditions of the Agreement remain in full force and effect, except as specifically modified in this First Amendment.
7. Applicable Law. This First Amendment shall be governed by and construed in accordance with the internal laws of the state in which the Property is located, without regard to principles of conflicts of law.
8. Transferees, Successors and Assigns. This First Amendment shall inure to the benefit of and shall be binding upon Applicant, Owner, and the City, and their respective successors and assigns.
9. Execution Counterparts. This First Amendment may be executed in multiple counterparts (including copies sent to a party by email in portable document format

(pdf)), each of which shall be deemed an original and together which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]





OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company, its General Partner

By: [Signature]  
Todd J. Weiss  
General Counsel, Real Estate

**Corporate Acknowledgement:**

STATE OF ARIZONA        )  
  ) ss.  
MARICOPA COUNTY        )

Personally came before me this 13<sup>th</sup> day of November, 2019, the above-named Todd J. Weiss, to me known to be the person who executed the foregoing instrument in his capacity as General Counsel, Real Estate of VEREIT Real Estate GP, LLC, the general partner of VEREIT Real Estate, L.P., a Delaware limited partnership, to me known to be the same, and acknowledged that he executed the foregoing instrument in such capacity.

[Signature]  
Notary Public  
My commission: 10/7/20



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

City of Cedar Falls, Iowa

By:

\_\_\_\_\_  
Jim Brown, Mayor

Attest:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

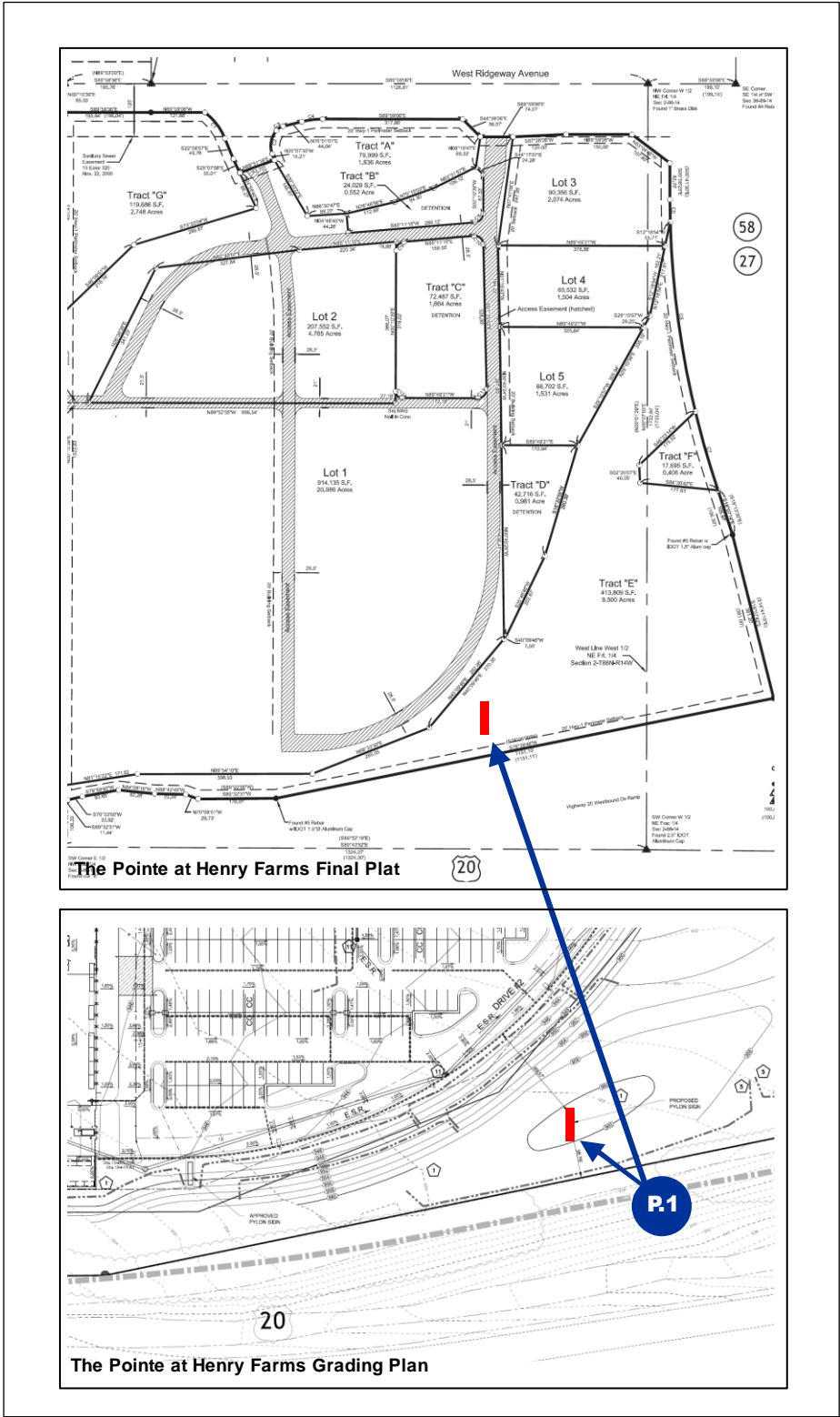
**City Of Cedar Falls Acknowledgement:**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

### EXHIBIT 1 General Sign Location



## EXHIBIT 2



September 27, 2019

Shane Graham  
Economic Development Coordinator  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

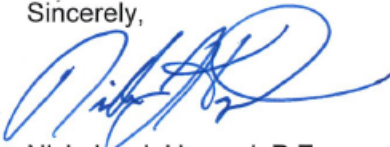
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If you have any questions or need additional information, you may contact me at 641-423-7584.

Thank you.

Sincerely,



Nickolas J. Humpal, P.E.  
Assistant District Engineer

NH/ac

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2933

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

WHEREAS, the applicant, Midland Atlantic Development Company, has requested a rezoning of property located at the southwest corner of the intersection of W Ridgeway Avenue and Highway 58 in Cedar Falls, Iowa from A-1(Agricultural) to HWY-1 (Highway Commercial); and

WHEREAS, the Comprehensive Plan indicates that this property is designated for future commercial use; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed rezoning and determined that it complies with the Comprehensive Plan provided that it meets conditions addressing the need for sidewalk, street, intersection, and traffic control improvements necessary to provide for safe and efficient pedestrian and traffic control and circulation; and

WHEREAS, Iowa Code Section 414.5 provides that as a part of an ordinance changing land from one zoning district to another zoning district, a city council may impose conditions on a property owner which are in addition to existing regulations, if the additional conditions have been agreed to in writing by the property owner before the public hearing required by Iowa Code Section 414.5, or any adjournment of the hearing, and if the conditions are reasonable, and are imposed to satisfy public needs which are directly caused by the requested change; and

WHEREAS, the owners of the property to be rezoned and applicant have agreed that the property shall be developed in accordance with the terms and conditions of the

Conditional Zoning Agreement attached hereto to ensure appropriate development in this area of the city.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, finds that, as a condition of the approval of the rezoning request, certain conditions must be imposed on the property owner and on the property which the City Council finds are reasonable and necessary in order to satisfy public needs which would be directly caused by the rezoning of the property as described herein; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning, subject however, to the conditional zoning agreement attached hereto and incorporated herein; and

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

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

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

Section 1. That the following described real estate:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Be and the same is hereby removed from the A-1 Agricultural District and added to the HWY-1 Highway Commercial District, subject however, to the conditions set forth in the conditional zoning agreement attached hereto, and by this reference incorporated herein as fully as though set out word for word in this ordinance, which conditions are hereby imposed upon the property owner, his successors and assigns, and upon the above-described real estate, and shall run with the land.

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

HWY-1 Highway Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

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


INTRODUCED: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_


PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ October 15, 2018 \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_ November 5, 2018 \_\_\_\_\_

ADOPTED: \_\_\_\_\_ November 5, 2018 \_\_\_\_\_

  
 \_\_\_\_\_  
 James P. Brown, Mayor

ATTEST:

  
 \_\_\_\_\_  
 Jacqueline Danielsen, MMC, City Clerk

## Conditional Zoning Agreement

This agreement is made between the City of Cedar Falls, Iowa, a municipal corporation (hereinafter "City"), Ronald Henry, Patricia Gordon, and Leigh Anne Cox (hereinafter "Owners"), and Midland Atlantic Development Company, LLC, an Ohio limited liability company (hereinafter "Applicant").

Whereas, Owners are the legal title holders of approximately 50 acres of land within the City located at the southwest corner of W Ridgeway Avenue and Iowa Highway 58; and

Whereas, Owners have entered into a Contract to sell the Property described below to Applicant, which Contract is subject to Applicant securing all City approvals for the development of the Property, including the rezoning of the Property; and

Whereas, the Applicant, with Owners' consent, has requested the rezoning of said land from A-1 (Agricultural) to HWY-1 (Highway Commercial); and

Whereas, the Planning and Zoning Commission has determined that, with appropriate conditions regarding sidewalk, street, intersection, and traffic control improvements necessary to provide for safe and efficient pedestrian and traffic control and circulation, the requested zoning is consistent with the Comprehensive Plan; and

Whereas, Iowa Code §414.5 (2017) provides that the City of Cedar Falls may impose reasonable conditions on granting a rezoning request, in addition to existing regulations, in order to satisfy public needs caused by the requested zoning change; and

Whereas, the Owners and Applicant acknowledge that the requested rezoning will significantly increase vehicular traffic to and from the rezoned area as well as on adjacent public roadways and also lead to additional pedestrian traffic within the rezoned area; and

Whereas, the Owners and Applicant acknowledge that certain conditions and restrictions are reasonable to ensure that the development of the property is consistent with the Comprehensive Plan, including sidewalk, street, intersection, and traffic control improvements to provide for safe and efficient pedestrian and traffic control and circulation, the need for which will be caused by the upzoning of the site from A-1, Agricultural to HWY-1, Highway Commercial; and

Whereas, once Applicant has obtained all City approvals it deems necessary for the development of the Property, Owners shall convey the Property to Applicant, whereupon all obligations, including the obligations set forth in this Agreement, shall become the responsibility of Applicant, not of Owners; and

Whereas, Applicant agrees to develop this property in accordance with the terms and conditions of a Conditional Zoning Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Owners are the legal title holders of the property legally described as:



All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

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(hereinafter the "Property")

2. The Owners and Applicant acknowledge that the City wishes to ensure conformance to the principles of the Comprehensive Plan and the HWY-1, Highway Commercial district plan. Further, the parties acknowledge that Iowa Code §414.5 (2017) provides that the City of Cedar Falls may impose reasonable conditions on granting a rezoning request, in addition to the existing regulations, in order to satisfy public needs caused by the requested change.
3. In consideration of the City's rezoning of the Property, Owners and Applicant agree that development of the Property will conform to all other requirements of the zoning chapter of the City's Code of Ordinances, as well as the following conditions:
  - a. All street, intersection, traffic control improvements and any additional right-of-way necessary to provide for safe and efficient traffic control and circulation to serve the long term needs of the subject development at full build out of the Property without causing undue traffic circulation and congestion problems along the adjacent public street corridors must be dedicated, constructed, and accepted prior to issuance of an occupancy permit for any portion of development on the Property. Further, these improvements shall be specified and delineated in a developmental agreement between the Applicant or the then-owner of the property and the City prior to approval of the first site plan for development of the property.
  - b. The area shown as "Future R/W (right-of-way)" on the concept site plan attached as Exhibit A shall remain as open space and shall not be developed with any structures, fences, buildings, hard surfacing, driveways or sidewalks. The parties acknowledge that there is value to the "Future R/W (right-of-way)" area. In the event the Iowa Department of Transportation (DOT) abandons plans to utilize the "Future R/W (right-of-way)" area, Applicant shall have the right to petition the City for an amendment to this agreement to allow development of the "Future R/W (right-of-way)" area. Further, this Section does not constitute a "taking," or Applicant's consent to any such taking. The Section does not waive Applicant's rights to due process and compensation by the Iowa DOT, or other parties, in the event the "Future R/W (right-of-way)" area is acquired by eminent domain or other means.
  - c. If and when the abutting property to the west of the subject Property ever redevelops with commercial uses, a 20-foot wide cross-access drive shall be constructed by Applicant, or the then-owner of the Property, at its expense within a 30-foot wide

cross-access easement. Said easement shall be established with the first site plan approved on the Property. If Applicant, or the then-owner of the Property, does not construct the 20-foot wide cross-access drive, within the earlier of (i) 180 days of notice from the City, or (ii) the date upon which a Certificate of Occupancy is granted for the abutting property, the City may cause such cross-access drive to be constructed, and the City may then assess the Applicant, or the then-owner of the Property, for the cost of such construction, and the cost of such construction shall be a lien on the Property to be collected in the same manner as property taxes.


- d. A 5-foot wide sidewalk shall be installed along the entire frontage of the Property that abuts W. Ridgeway Avenue. The City will work with the Applicant to determine the best location for the easternmost sidewalk segment to provide for safe pedestrian access to the corner of W. Ridgeway Avenue and Highway 58. The installation of the sidewalk shall be completed by the Applicant, or then-owner at its expense, prior to issuance of an occupancy permit for the first building constructed on the development site.
  - e. Sidewalks shall be installed throughout the interior of the Property to provide a continuous sidewalk network between all the commercial buildings on the Property. A sidewalk network plan shall be submitted with the application for the first site plan. Sidewalks may be installed in phases that correspond to phases of construction of each building site with sidewalks completed prior to issuance of an occupancy permit for each building site. Connecting sidewalks between building sites shall be installed as development occurs so pedestrian routes are present between buildings prior to issuance of occupancy permits.
4. The City and Applicant acknowledge and agree that upon conveyance of title to the Property by Owners to Applicant, pursuant to the Contract of sale between Owners and Applicant, all legal obligations that are imposed upon Owners by the terms of this Conditional Zoning Agreement, shall become the sole legal responsibility and obligation of Applicant, or the then-owner of the Property, and Owners shall be released from any and all such obligations.
  5. The Owners, Applicant and City acknowledge that the conditions contained herein are reasonable conditions to impose on the land under Iowa Code §414.5 (2017), and that said conditions satisfy public needs that are caused by the requested zoning change.
  6. The Owners, Applicant and City acknowledge that in the event the Property is transferred, sold, redeveloped, or subdivided, all redevelopment will conform with the terms of this Conditional Zoning Agreement.
  7. The parties acknowledge that this Conditional Zoning Agreement shall be deemed to be a covenant running with the land and with title to the land, and shall remain in full force and effect as a covenant with title to the land, unless or until released of record by the City of Cedar Falls.
  8. The parties further acknowledge that, except as provided for in Paragraph 4 of this Agreement, this agreement shall inure to the benefit of and bind all successors, representatives, and assigns of the parties, including, but not limited to, the "then-owner" referred to herein.

- 9. The Owners and Applicant acknowledge that nothing in this Conditional Zoning Agreement shall be construed to relieve the Owners or Applicant from complying with all other applicable local, state, and federal laws and regulations.
- 10. The parties agree that this Conditional Zoning Agreement shall be incorporated by reference into the ordinance rezoning the Property, and that upon adoption and publication of the ordinance, this agreement shall be recorded in the Black Hawk County Recorder's Office at the Applicant's expense.

Dated this 7<sup>th</sup> day of November, 2018.

City of Cedar Falls

  
 James P. Brown, Mayor

  
 By: John Silverman, Executive Manager  
 Midland Atlantic Development  
 Company, LLC, Applicant

Attest:  
  
 Jacqueline Daniels, MMC, City Clerk

Approved by:  
  
 City Attorney's Office

**City Of Cedar Falls Acknowledgement:**

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

This instrument was acknowledged before me on the 7<sup>th</sup> day of November, 2018 by James P. Brown as Mayor, and Jacqueline Daniels as City Clerk, of the City of Cedar Falls.

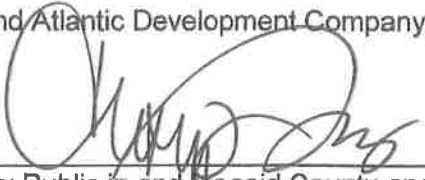


  
 Notary Public in and for the State of Iowa

**Corporate Acknowledgement:**

STATE OF Ohio )  
COUNTY OF Hamilton ) ss:

This instrument was acknowledged before me on the 25<sup>th</sup> day of September, 2018  
by John Silverman as Executive Manager of Midland Atlantic Development Company, LLC.



Notary Public in and for said County and State



CATHY L. SPARKS  
Notary Public, State of Ohio  
My Commission Expires 07-30-2023

Ronald Henry  
By: Ronald Henry, Owner

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

This record was acknowledged before me on the 21<sup>st</sup> day of September, 2018, by Ronald Henry.



Mary Ann Miller  
Notary Public in and for the State of Iowa

My commission expires: May 11, 2019

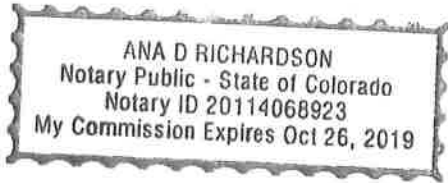
Patricia Gordon  
By: Patricia Gordon, Owner

STATE OF COLORADO     )  
  )ss:  
COUNTY OF Jefferson     )

This record was acknowledged before me on the 19<sup>th</sup> day of September, 2018, by Patricia Gordon.

A Richardson  
Notary Public in and for the State of Colorado

My commission expires: 10/26/19



*Leigh Anne Cox*

By: Leigh Anne Cox, Owner

STATE OF ALASKA )  
COUNTY OF FNSB )ss:

This record was acknowledged before me on the 18<sup>th</sup> day of September, 2018, by Leigh Anne Cox.

*D. Freling*

Notary Public in and for the State of Alaska

My commission expires: 06-07-2020



**Final Plat**  
**The Pointe at Henry Farms**  
Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Frc 1/4 &  
Part of the West 1/2, NE Frc 1/4  
Section 2-T88N-R14W  
Cedar Falls, Black Hawk County, Iowa

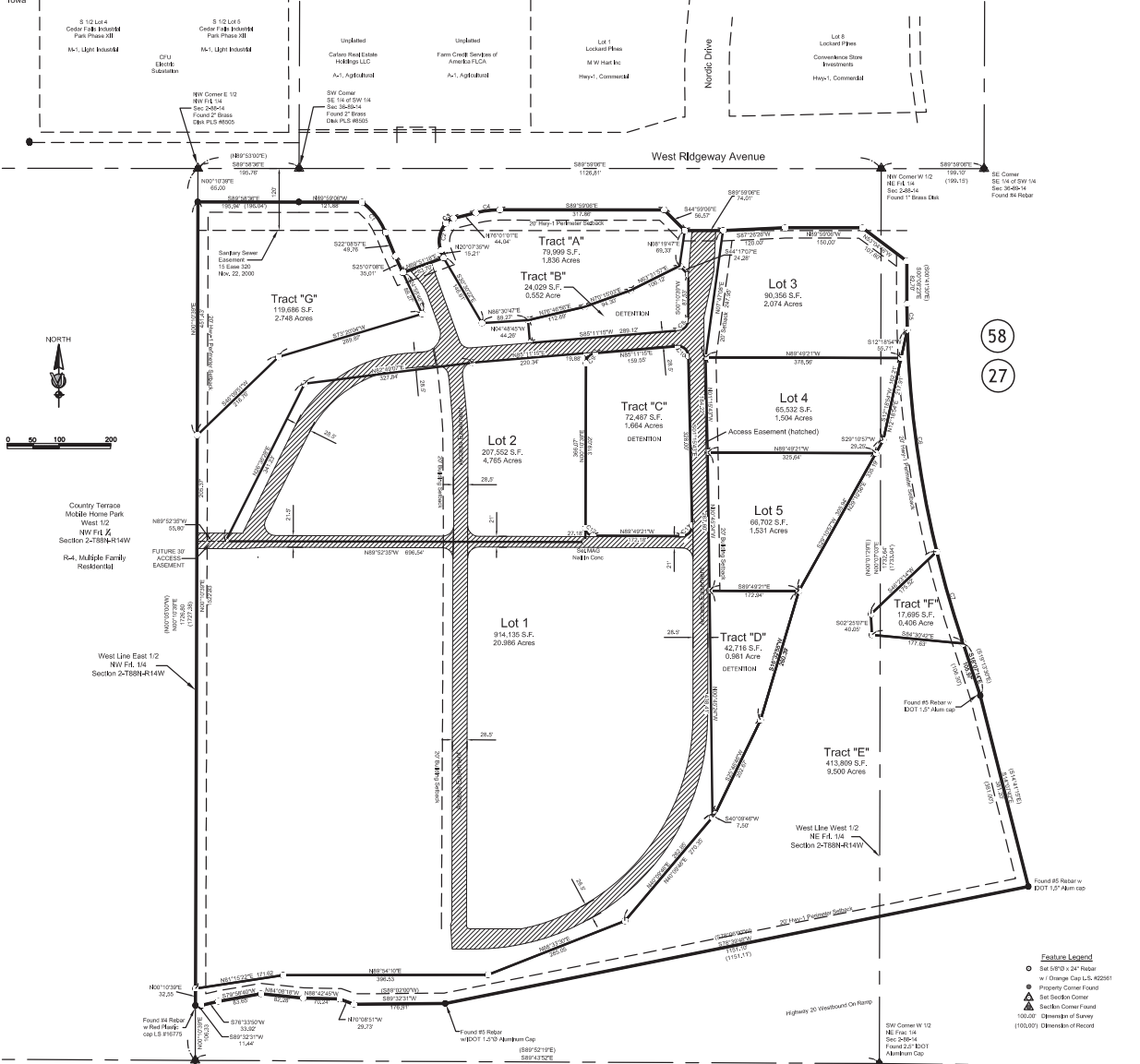
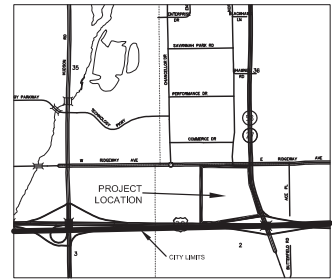
**Legal Description**

All that part of the East 1/2 of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-0009788.

AND

All that part of the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-293-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 in Doc. #2019 018572, and the Special Warranty Deed filed June 18, 2019 in Doc. #2019 018599 in the records of Black Hawk County, Iowa



Country Terrace  
Middle Home Park  
West 1/2  
NW Frc 1/4  
Section 2-T88N-R14W  
R-4, Multiple Family  
Residential

FUTURE BY  
ACCESS  
EASEMENT

West Line East 1/2  
NW Frc 1/4  
Section 2-T88N-R14W

West Line West 1/2  
NE Frc 1/4  
Section 2-T88N-R14W

CURVE TABLE				
CURVE	LENGTH	DELTA	RADIUS	CHORD
C1	75.27	3103.98°	138.83	74.35
C2	56.80	5813.07°	54.00	53.29
C3	18.31	3610.99°	29.00	18.01
C4	47.41	1450.07°	194.00	47.29
C5	50.40	1227.42°	2070.00	50.40
C6	433.70	1400.18°	2070.00	433.81
C7	185.42	807.58°	2070.00	185.30
C8	29.47	6070.36°	20.00	27.63
C9	28.85	6000.36°	19.50	26.35
C10	31.84	6333.90°	19.50	28.42
C11	31.12	6130.21°	19.50	27.92
C12	22.78	9000.00°	14.50	20.51

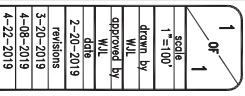
AREA TABLE		
LOT #	NW Frc 1/4 NE Frc 1/4	TOTAL AREA
LOT 1	2098.82 AC	2098.82 AC
LOT 2	4798.42 AC	4798.42 AC
LOT 3	1245.82 AC	1245.82 AC
LOT 4	1422.82 AC	1422.82 AC
LOT 5	1331.82 AC	1331.82 AC
TRACT A	8.08 AC	8.08 AC
TRACT B	6.00 AC	6.00 AC
TRACT C	16.81 AC	16.81 AC
TRACT D	8.64 AC	8.64 AC
TRACT E	2076.14 AC	2076.14 AC
TOTAL	14,892.82 AC	14,892.82 AC

**Notes:**

- The South line of East 1/2 of the NW Frc 1/4 of Section 2-T88N-R14W was assumed to bear N89°42'21"W, 1887.10 feet to the Iowa Heighted Coordinate System, Zone 9.
- All measurements are in US Survey feet and decimal thereof.
- The error of closure is better than 1/25000.
- Found property monuments were as follows: Yellow Flag; Cop; LD 8555, unless noted otherwise.
- Property owner: VJ Engineering, LLC.
- Survey Requested by: VJ Engineering, LLC.
- Public book was consulted: 1932523.
- Proposed gas, electric, and communication utilities are shown as provided by utility companies and are not shown on both sides of Section as indicated.
- Utilities are shown as indicated in the Utility Collection Report by VJ Engineering, dated December 11, 2019, 1887.10 feet from the NW corner of Section 2-T88N-R14W.
- 1/2 Section 2-T88N-R14W, 2019, as indicated on the plat is shown in the plat for the purpose of the new plat. Any impacts due to field improvements in the plat are shown as indicated on the plat.
- All property corners are to be set and other corners of construction, but not later than one year after the date of this plat.



188072



**Final Plat**  
**The Pointe at Henry Farms**  
Part of E 1/2 NW Frc 1/4 & W 1/2 NE Frc 1/4 Sec 3  
Cedar Falls, Black Hawk County, Iowa

**VJ Engineering**  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829

188072



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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING PROPERTY LOCATED GENERALLY ON LOT 1 OF THE POINT AT HENRY FARMS, CEDAR FALLS, IOWA, PURSUANT TO PROVISIONS OF A CONDITIONAL ZONING AGREEMENT ASSOCIATED WITH ORDINANCE #2933, WHICH PLACED SAID PROPERTY IN THE HWY-1 HIGHWAY COMMERCIAL ZONING DISTRICT

WHEREAS, the applicant, Midland Atlantic Development Company, has requested a site plan amendment for the Mills Fleet Farm store and an amendment to the Conditional Zoning Agreement for the placement of a pylon sign; and

WHEREAS, the Zoning Agreement was a part of the rezoning of property from the A-1, Agriculture Zoning District to the HWY-1, Highway Commercial Zoning District by Ordinance No. 2933 on November 5, 2018 on property described as follows:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose reasonable conditions on granting an applicant’s rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested change; and

WHEREAS, the Conditional Zoning Agreement addresses an area reserved for future right of way, the need for sidewalk, street, intersection, and traffic control improvements necessary to provide for safe and efficient pedestrian and traffic control and circulation; and

WHEREAS, The Pointe at Henry Farms Final Plat includes a 9.5 acre tract labeled as Tract E that is reserved for future highway right of way that is identified by the Iowa Department of Transportation; and

WHEREAS, the Iowa Department of Transportation will allow the placement of the pylon sign based on the agreement that the property owner and tenant (Mills Fleet Farm) and its successors, or assigns is fully responsible for a future relocation of said sign at the time an interchange is constructed in its place; and

WHEREAS, the applicant and property owner submitted the First Amendment to the Conditional Zoning Agreement on said property to locate the pylon sign on Tract E of The Point at Henry Farms Final Plat; and

WHEREAS, the Planning and Zoning Commission has reviewed and made a recommendation to approve the amendment to the site plan for the Mills Fleet Farm store and conditional zoning agreement; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said site plan amendment for the Mills Fleet Farm store and the First Amendment to the Conditional Zoning Agreement; and

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed site plan and conditional zoning agreement amendment.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said site plan for the Mills Fleet Farm store and First Amendment to the Conditional Zoning Agreement is hereby approved.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

November 4, 2019

The Committee of the Whole met in the Council Chambers at 5:35 p.m. on November 4, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Mark Miller, and David Wieland. Daryl Kruse was absent. Staff members attended from all City Departments. Mary Madden and Geoffrey Ferrell with Ferrell Madden attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Downtown Visioning Update. Karen Howard, Planning and Community Services Manager, stated the Downtown Visioning project started last April and the Downtown Vision Plan was presented to the public at an open house meeting on September 25 and discussed by the Planning and Zoning Commission at their meetings in October and recommended for approval. She introduced Mary Madden and Geoffrey Ferrell, who were here to review the Downtown Vision Plan. Mary Madden stated they receive a priority list from the City Council and held public engagement meetings. Geoffrey Ferrell stated they looked at the downtown area of the city and looked at the character not just the use of the area when they prepared the study. He stated they identified nine areas in the study area, each have their own characteristics. He stated there are images of different frontage types for each character area. Mr. Ferrell stated they identified the “missing middle” housing types that would be appropriate in scale for the residential character areas. Illustrations of examples of these building types were shown in the “what if’s” section of the plan. He explained the Vision plan is a guide to complement existing buildings and other public improvements. He reviewed various examples. Ms. Madden stated the draft plan was released in September and they had over 200 visitors to the website and 150 of them downloaded the Vision plan. She stated they amended the initial draft document to emphasize that adaptive re-use of existing buildings is also a goal of the plan. She explained this plan sets the stage for zoning updates for the downtown area. She explained the next step is to adopt the plan on November 18, 2019 and then begin working on zoning code update. Ms. Madden anticipates a draft of the zoning changes to come forward in the spring of 2020. Mayor Brown opened it up for discussion. Frank Darrah asked for example zoning ordinances, especially in the residential zones. Ms. Madden stated they do have examples. Mr. Ferrell stated if developers know the zoning code changes, it shouldn’t be hard for them to comply.

Mayor Brown introduced the final item on the agenda, bills and payroll. David Wieland moved to approve the bills and payroll as presented, Rob Green seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:03 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION  
City of Cedar Falls  
CEDAR FALLS, IOWA

November 13, 2019

Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Building/Electrical Inspector. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Benjamin Wolfe	546		546
2	Garret Bunn	469.67	28.5	498
3	Jeffrey Craig	460		460
4	Samir Sarkic	431		431
5	Nathan Dittmer	411.33		411

Respectfully Submitted,

  
John Clopton, Commission Chairperson

  
Sue Ambrecht, Commissioner

  
Paul Lee, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Stephanie Sheetz, Director of Community Development  
Karen Howard, Planning & Community Services Manager  
Civil Service Records

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

November 13, 2019

Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their written test score percentages, applicable Veteran's Preference percentage points, and total percentage points with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Ethan Schultzen	97		97
2. Maxton Ross	96		96
3. Christian Baumgartner	95		95
3. Jacob Duben	95		95

Respectfully Submitted,

  
\_\_\_\_\_  
John Clopton, Commission Chair

  
\_\_\_\_\_  
Sue Armbrecht, Commissioner

  
\_\_\_\_\_  
Paul Lee, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Director of Public Safety Jeff Olson  
Ass't Director of Public Safety/Ass't. Chief Berte  
Civil Service Records



### College Hill Partnership

2304 College Street  
PO Box 974  
Cedar Falls, Iowa 50613

Phone: 319-273-6882  
collegehillpartnership@gmail.com  
www.collegehillpartnership.org

#### 2019-2020

##### Board of Directors

Dave Deibler, President  
Chris Martin, Vice President  
Becky Hawbaker, Secretary  
Doug Johnson, Treasurer  
Andrea Geary  
Andy Fuchtman  
Barb Schilf  
Brent Dahlstrom  
Jacob Levang  
Kyle Dehmlow  
Ryan Kriener

12 November 2019

**Mayor Jim Brown**  
Members of City Council  
220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Brown and Members of City Council:

Enclosed, please find information supporting our request and petition to renew the College Hill Fund SSMID in the College Hill Overlay.

The College Hill Partnership was established in April 2008 and was created to continue the revitalization and promotion of the College Hill District beyond the streetscape investment made by the City.

Included, you will find the needed signatures of support required to renew the current Self-Supported Municipal Improvement District in the C-3 commercial zone of the College Hill Overlay. We obtained nine signatures (over 40% of the total number of unique property owners), which represent over 50% of the total valuation. Reaching over the 25% threshold required to submit a petition for renewal.

This is a self-imposed assessment by the property owners, but we realize that assessment of any kind may come with a certain amount of controversy. The SSMID funding has allowed our organization and Overlay District to grow productively and beneficially.

Thank you for your consideration of this request. We request that you pass this petition along to the Planning and Zoning Commission for their consideration. Please contact us if you have any questions or concerns. We want to thank you all for your continued support of the College Hill Partnership and the College Hill Overlay District.

Regards,

*K E Sogard*

**Kathryn Sogard, Executive Director**

College Hill Partnership  
Hill Partnership Board Of Directors

College Hill Self-Supporting Municipal Improvement District (SSMID)

Parcel	Deed Holder 1	Deed Holder 2	Contract Buyer 1	Property Address	Valuation
891413309011	BUHMANN, ADAM N			2220 COLLEGE ST	\$ 125,500.00
891414430023	CEDAR CREST INVESTMENTS L C			1001 W 23RD ST	\$ 165,890.00
891414428065	CONVENIENCE STORE INVESTMENTS			2019 COLLEGE ST	\$ 876,700.00
891413301007	CV COMMERCIAL LLC			2024 COLLEGE ST	\$ 656,250.00
891413301008	CV COMMERCIAL LLC			2022 COLLEGE ST	\$ 167,860.00
891413301009	CV COMMERCIAL LLC			2020 COLLEGE ST	\$ 216,020.00
891413301010	CV COMMERCIAL LLC				\$ 1,520.00
891413301012	CV COMMERCIAL LLC			2016 COLLEGE ST	\$ 258,720.00
891414428014	CV COMMERCIAL LLC			925 W 22ND ST	\$ 93,260.00
891414430052	CV COMMERCIAL LLC			2215 COLLEGE ST #A	\$ 307,260.00
891414430053	CV COMMERCIAL LLC			2215 COLLEGE ST #B	\$ 325,730.00
891414430060	CV COMMERCIAL LLC			917 W 23RD ST #A	\$ 481,130.00
891413309015	CV PROPERTIES LLC			2210 COLLEGE ST	\$ 452,530.00
891413309001	D SQUARED LLC			2200-2202 COLLEGE ST	\$ 600,440.00
891413309016	D SQUARED LLC			2208 COLLEGE ST	\$ 188,660.00
891414430011	DEIBLER, DAVID O	SCHILF, BARBARA E		2205 COLLEGE ST	\$ 216,440.00
891413309013	DIETZ, COLLEEN			2216 COLLEGE ST	\$ 112,010.00
891414430016	DOUBLE J INC		SOUTHGATE PROPERTIES LC	2223 COLLEGE ST	\$ 459,990.00
891413301011	EILERS, DUANE R II			2018 COLLEGE ST	\$ 50,720.00
891413301001	EILERS, DWAYNE R II			2002 COLLEGE ST	\$ 284,770.00
891413301015	EILERS, DWAYNE R II			2004 COLLEGE ST	\$ 129,260.00
891413309010	EILERS, DWAYNE R II			2222 COLLEGE ST	\$ 124,720.00
891414430013	EMAAD LLC			2211 COLLEGE ST	\$ 166,900.00
891414430015	EVELAND, JOHN			2217 COLLEGE ST	\$ 172,250.00
891414428035	GEISLER WAREHOUSE LLC			2025 COLLEGE ST	\$ 183,020.00
891414430012	MOHAIR PEAR LTD			2209 COLLEGE ST	\$ 191,690.00
891414430019	MUKAI, TERU TRUST		MUKAI, KAREN B TRUST	909 W 23RD ST	\$ 309,630.00
891414430017	RODGERS, ROBERT II		RODGERS, CHARLEEN	2225 COLLEGE ST	\$ 190,580.00
891413305007	S AND G PAK LLC			2128 COLLEGE ST	\$ 365,150.00
891413309012	SOOD, SURINDER S			2218 COLLEGE ST	\$ 200,690.00
891413309014	STEDMAN, SUE E		SOOD, KASHMIR K	2214 COLLEGE ST	\$ 204,100.00
891413309009	T AND T RENTALS L C			2224 COLLEGE ST	\$ 273,530.00
891414430018	TEAM INVESTMENTS LLC			2227 COLLEGE ST	\$ 365,550.00
891414430020	TEAM INVESTMENTS LLC			911 W 23RD ST	\$ 125,980.00
891414430021	TEAM INVESTMENTS LLC			913-915 W 23RD ST	\$ 149,400.00
891413309017	U S CELLULAR OPER CO OF WATERL			2215 OLIVE ST	\$ 81,300.00
891414428013	ZHENG DEVELOPMENT LLC			2125 COLLEGE ST	\$ 966,860.00
22	Total Property Owners			Total Valuation	\$ 10,242,010.00
9	Property Owners in Petitions	40.91%	59.43%	Valuation in Petitions	\$ 6,086,500.00

**Petition for Renewal of the  
College Hill Overlay Fund  
Self-Supported Municipal Improvement District (SSMID)  
2019**

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the College Hill area in Cedar Falls. Said renewal will be established for the period commencing July 1, 2020 and ending June 30, 2025. Said district will be taxed at a rate not to exceed two dollars and seventy five cents (\$2.75) per thousand dollars (\$1000.00) of taxable valuation of the real property included. Revenues generated from the district shall be used to fund College Hill revitalization through the College Hill Neighborhood Association (DBA College Hill Partnership). This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa request that the district be continued.

NAME	ADDRESS	PHONE
1. Bank Schief	Mohair Pear Ltd 2209 College St	319-290-3186
2. DAVE DEIBLER	OCTOPUS LLC 2205 College St.	319 290-8716
3. Robert Rodgers	LIMITED EDITION COMICS 2225 COLLEGE ST.	319-273-8969
4. ADAM BUHMANN	RITUAL 2220 COLLEGE ST. C.F.	319-830-4495
5. T. T. M.	2224 college st. CF	319 492 0576
6. [Signature]	2208-2208 College St CF	319-415-3554
7. Ryan J. Bruener	2016 college st. CF	(319) 269-6414
8.	2020 college st.	
9.	2022 college st.	
10.	2024 college st.	
11.	2010 college st.	
12.	2015 college st.	
13.	917 W 23 <sup>rd</sup> St.	
14.		
15.		



**Petition for Renewal of the  
College Hill Overlay Fund  
Self-Supported Municipal Improvement District (SSMID)  
2019**

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the College Hill area in Cedar Falls. Said renewal will be established for the period commencing July 1, 2020 and ending June 30, 2025. Said district will be taxed at a rate not to exceed two dollars and seventy five cents (\$2.75) per thousand dollars (\$1000.00) of taxable valuation of the real property included. Revenues generated from the district shall be used to fund College Hill revitalization through the College Hill Neighborhood Association (DBA College Hill Partnership). This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa request that the district be continued.

	NAME	ADDRESS	PHONE
1.	<i>[Signature]</i>	<i>2223 College St.</i>	<i>319-277-3319</i>
2.			
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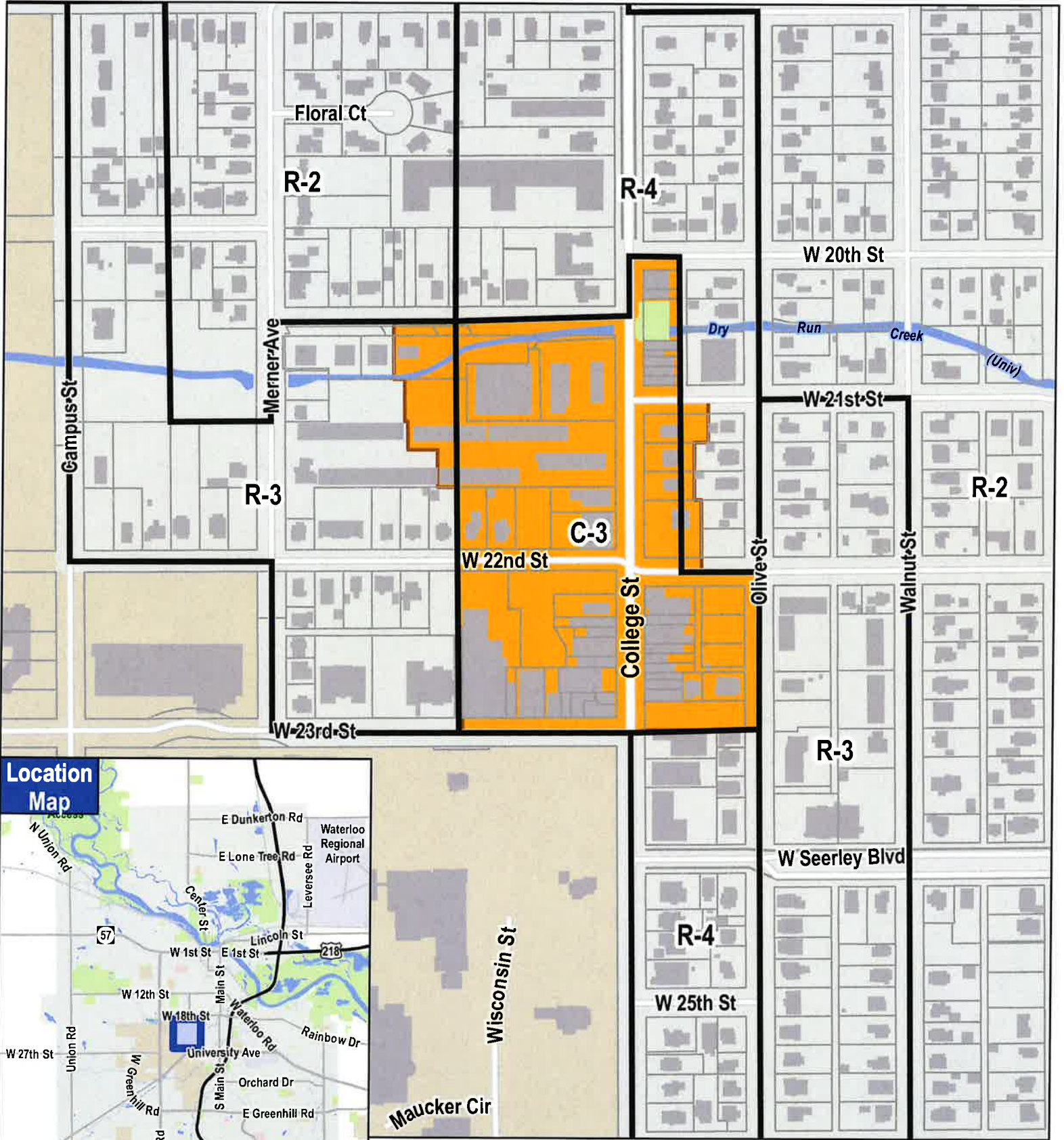
**Petition for Renewal of the  
College Hill Overlay Fund  
Self-Supported Municipal Improvement District (SSMID)  
2019**

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	NAME	ADDRESS	PHONE
1.	<i>[Handwritten Signature]</i>	<i>2125 college st</i>	<i>3192908763</i>
2.			
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# College Hill Self Supporting Municipal Improvement District (SSMID) Cedar Falls City Council - November 18, 2019

ITEM 7.



**College Hill SSMID**  
Self Supporting Municipal Improvement District

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** November 14, 2019  
**Re:** Beer/Liquor License Applications

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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) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
- b) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
- c) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
- d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 9.

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

## INTEROFFICE MEMORANDUM

**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** November 11, 2019  
**SUBJECT:** Tax Increment Financing (TIF) Certification

**Certification:** Attached is a resolution authorizing the certification of the City's five active TIF districts. Also attached are the required state forms for each district that will need to be filed with Black Hawk County. The certification is for expenses incurred in the College Hill, Downtown, Pinnacle Prairie, Unified, and the new South Cedar Falls urban renewal areas.

**Inter-fund Loans:** You will also note that attached to this information are several resolutions creating inter-fund loans between various funds in the city that have cashflowed these TIF projects. We learned from the State a few years ago that we are required to pass these resolutions in order to create a formal "debt" agreement that can allow these TIF expenses to be reimbursed from the TIF district.

If you have any questions regarding the certification or TIF information, please feel free to contact me.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING CERTIFICATION OF ELIGIBLE EXPENSES FOR REIMBURSEMENT FROM THE COLLEGE HILL, DOWNTOWN, PINNACLE PRAIRIE, SOUTH CEDAR FALLS, AND UNIFIED TAX INCREMENT FINANCING REVENUES**

WHEREAS, the City of Cedar Falls has legally created Tax Increment Financing Districts in its College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified areas; and

WHEREAS, the City of Cedar Falls including the Cedar Falls Utilities have expended funds to construct infrastructure improvements within and benefiting each of the Tax Increment Districts; and

WHEREAS, the City Council intends to certify to Black Hawk County and the State of Iowa that the attached expenses have been incurred and are legally eligible to be reimbursed from revenues generated by each respective Tax Increment Financing District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

1. That the City Council of the City of Cedar Falls, Iowa, finds that the attached listing of expenses are eligible to be reimbursed from Tax Increment Financing District (TIF) revenues.
2. That the City of Cedar Falls and the Cedar Falls Utilities (a legal entity of the City of Cedar Falls as provided by State Code) have financed the cost of the listed expenditures which have paid for land, loans, services or infrastructure from various revenue sources.
3. All infrastructure construction, land acquisition, professional services (legal, financial, inspection, survey and engineering), financing expenses, economic development loan and incentive expenditures certified for reimbursement are eligible activities cited by the City's respective Urban Renewal Area Plans for the Cedar Falls College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified areas. The eligible activities are specifically noted in each plan within the "Type of Proposed Renewal Actions" section.
4. The City Council and the Utilities Trustees authorized the advancing of these financial resources to construct the necessary infrastructure, purchase land, design & inspect public improvements, extend economic development loans & incentives, incur interest expenses on advances and professional fees (legal, financial and engineering) that enhance development within each of the respective TIF districts.
5. The City's Director of Finance & Business Operations is directed to file the appropriate forms with Black Hawk County and the State of Iowa that duly certify the attached list of improvements as TIF district obligations that are to be repaid from TIF revenues from the respective district for which the obligation was incurred.

6. Upon receipt of the TIF property tax reimbursement annually from Black Hawk County for financing the TIF improvements, which were duly certified; the Director of Finance & Business Operations is directed to deposit the funds reimbursed into the accounts that advanced the financing for the initial expenditure.

**ADOPTED this 18<sup>th</sup> day of November 2019.**

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 59,264

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Multiple horizontal lines for notes or additional information.

Dated this 18th day of November, 2019

Signature of Authorized Official Telephone 319-273-8600



**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>2024 College Street Project</u> <u>Rebate to CV Commercial</u>	<u>08/12/13</u>	<u>25,352</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>2215 College Street Project</u> <u>Rebate to CV Commercial</u>	<u>04/22/13</u>	<u>33,912</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 59,264

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

<b>CITY OF CEDAR FALLS COLLEGE HILL TIF PROJECT CERTIFIED WITH THE COUNTY</b>		
<b>PROJECT</b>	<b>DATE CERTIFIED</b>	<b>AMOUNT CERTIFIED</b>
Legal Fees	11/11	\$8,158.68
Legal Fees	11/12	\$6,539.28
Legal Fees	11/13	\$1,294.96
Legal Fees	11/15	\$5,355.01
Administrative Costs	11/15	\$7,462.24
Legal Fees	11/16	\$296.00
Administrative Costs	11/16	\$3,321.13
Administrative Costs	11/17	\$2,852.43
CV Commercial	11/17	\$12,363.00
CV Commercial	11/17	\$16,374.93
CV Commercial	11/19	\$33,912.22
CV Commercial	11/19	\$25,352.06
<b>TOTAL</b>		<b>\$123,281.94</b>

<b>COLLEGE HILL TIF REVENUES RECEIVED</b>	
TIF REVENUES - OCT., 2019	\$64,525.81

<b>COLLEGE HILL TIF REVENUES - ESTIMATED</b>	
TIF REVENUES - NOV., 2019 - JUNE, 2020	\$0.00

<b>COLLEGE HILL TIF BALANCE</b>	
COLLEGE HILL TIF BALANCE	\$58,756.13

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 594,530

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Multiple horizontal lines for notes and additional information.

Dated this 18th day of November, 2019

Signature of Authorized Official Telephone 319-273-8600

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>River Place Development</u> <u>Property Tax Rebate in accordance with developmental agreement</u> <hr/> <hr/> <hr/> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/16/12</u>	<u>243,820</u>
2. <u>Cedar Falls Development Group - Annex</u> <u>Property Tax Rebate in accordance with developmental agreement</u> <hr/> <hr/> <hr/> <input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>03/07/14</u>	<u>9,090</u>
3. <u>Downtown Visioning</u> <u>Legal Fees associated with River Place development project</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>02/18/19</u>	<u>45,963</u>
4. <u>Mill Race</u> <u>Incentive payments associated with Mill Race project</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>12/18/17</u>	<u>33,000</u>
5. <u>Downtown</u> <u>Legal Fees associated with the various urbann renewal projects and amendment of plan</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/18/19</u>	<u>872</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 332,745

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. <u>Peter Melendy Park</u> <u>Costs associated with the redevelopment of Peter Melendy Park</u>	<u>08/19/19</u>	<u>16,730</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. <u>100 Block Alley</u> <u>Costs associated with the reconstruction of the 100 Block Alley</u>	<u>11/1/18</u>	<u>71,476</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. <u>Streetscape</u> <u>Costs associated with the new streetscape and brick replacement project</u>	<u>05/06/19</u>	<u>173,579</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

**Total For City TIF Form 1.1 Page 2: 261,785**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS DOWNTOWN TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Flood Levy	11/00	\$0.00
State Street Land Acquisition	11/01	\$161,234.00
Community Center	11/02	\$92,650.80
Community Center	11/03	\$726,800.16
Acquisition Costs	11/03	\$12,112.41
Black Hawk Hotel	11/03	\$117,000.00
Electric Transformers	11/03	\$184,682.77
Electric Line Extensions	11/03	\$296,183.62
Street Lighting	11/03	\$8,551.00
Communication Service	11/03	\$58,449.21
Gas Service	11/03	\$601,750.78
Water Service	11/03	\$68,317.75
State Street Land Acquisition	11/04	\$1,200.00
Community Center	11/04	(\$54,607.51)
Community Center	11/05	(\$16,435.54)
State Street Land Acquisition	11/05	\$74,507.90
Electrical Line Extensions	11/05	\$14,042.00
Water Service	11/05	\$84,458.00
Communication Service	11/06	\$12,927.50
State Street Development	11/07	\$35,015.04
Electric Line Extensions	11/07	\$8,230.05
Electric Transformers	11/07	\$9,462.66
Gas Main & Services	11/07	\$289.66
Water Mains	11/07	\$3,498.92
Railroad Crossings	11/07	\$408,903.91
Downtown Streetscape	11/08	\$1,338,166.43
Electric Line Extensions	11/08	\$98,048.45
Electric Transformers	11/08	\$18,013.24
Gas Main & Services	11/08	\$443.97
Communication Service	11/08	\$7,448.12
Railroad Crossings	11/08	(\$26,189.72)
Washington Street	11/10	\$498,793.86
State Street	11/10	\$329,502.30
Downtown Streetscape	11/10	\$31,937.70
Electric Line Extensions	11/10	\$244,156.67

Gas Main & Services	11/10	\$4,605.66
Communication Service	11/10	\$33,823.35
Streetscape Maintenance	11/11	\$1,535.18
State Street	11/11	\$468,223.48
Broom Factory	11/11	\$4,092.63
Treatment Facility	11/11	\$244,967.00
Electric Transformers	11/11	\$17,577.66
Gas Main & Services	11/11	\$212.77
Water Mains	11/11	\$181,620.14
Communication Service	11/11	\$24,058.62
State Street	11/12	(\$42,223.13)
River Place Development	11/12	\$74,679.21
Treatment Facility	11/12	\$3,755,033.00
Street Lighting	11/12	\$21,406.50
Electric Transformers	11/12	\$80,369.00
Communication Fiber	11/12	\$96,599.77
River Place Development	11/13	\$4,560.78
Administrative Costs	11/13	\$5,526.00
Electric Transformers	11/13	\$35,725.27
Electric Line Extensions	11/13	\$43,346.56
Communication Service	11/13	\$5,362.68
River Place Development	11/14	\$78.00
Annex	11/14	\$737.00
Legal Fees	11/14	\$11,203.60
Electric Line Extensions	11/14	\$30,808.84
Administrative Costs	11/14	\$26,133.19
River Place Development	11/15	\$1,927.50
Annex	11/15	\$395.00
Administrative Costs	11/15	\$18,679.32
Legal Fees - River Place Dev	11/16	\$6,288.66
River Place Rebate	11/16	\$43,791.91
Legal Fees	11/16	\$1,908.11
Miscellaneous	11/16	\$154.03
Administrative Costs	11/16	\$8,920.89
Gas Main & Services	11/16	\$13,501.79
Electric Line Extensions	11/16	\$29,531.66
Water Mains	11/16	\$190,952.78
River Place Rebate	11/17	\$148,981.04
Legal Fees	11/17	\$277.00
Administrative Costs	11/17	\$4,651.28
Electric Line Extensions	11/17	\$103,940.10
River Place Rebate	11/18	\$164,642.73
Annex Rebate	11/18	\$7,320.26
Administrative Costs	11/18	\$1,262.50

River Place	11/18	\$3,282.22
Mill Race	11/18	\$37,879.36
River Place Rebate	11/19	\$243,819.63
Annex Rebate	11/19	\$9,089.60
Administrative Costs	11/19	\$872.29
Mill Race	11/19	\$33,000.00
Peter Melendy Park	11/19	\$16,729.81
100 Block Alley	11/19	\$71,476.18
Streetscape	11/19	\$173,579.68
Downtown Visioning	11/19	\$45,962.69
TOTAL		\$11,962,426.89

**CITY OF CEDAR FALLS  
DOWNTOWN TIF DEBT  
CERTIFIED WITH THE COUNTY**

DEBT OBLIGATION	DATE CERTIFIED	AMOUNT CERTIFIED
1997 GO Bonds	11/00	\$496,726.00
1998 GO Bonds	11/00	\$1,363,226.00
2004 GO Bonds	11/05	\$88,836.91
2004 GO Bonds - Additional	11/06	\$7,177.87
Refunding of 97 & 98	11/06	(\$1,859,952.00)
2006A Bonds Refunded 97 & 98	11/06	\$1,556,392.07
Refunding of 04 Bonds	11/10	(\$96,014.78)
2010 Bonds	11/10	\$95,439.91
Refunding of 06 Bonds	11/12	(\$1,556,392.07)
2012 Notes	11/12	\$1,518,880.17
TOTAL		\$1,614,320.08

**DOWNTOWN TIF REVENUES RECEIVED**

TIF REVENUES - OCT., 2019	\$12,825,075.31
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**DOWNTOWN TIF REVENUES - ESTIMATED**

TIF REVENUES - NOV., 2019 - JUNE, 2020	\$151,727.68
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**DOWNTOWN TIF BALANCE**

DOWNTOWN TIF BALANCE	\$599,943.98
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CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 112,021

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Multiple horizontal lines for notes and additional information.

Dated this 18th day of November, 2019

Signature of Authorized Official Telephone 319-273-8600

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Prairie Parkway &amp; Viking Road Intersection</u> <u>Design services for a traffic study associated with the intersection at</u> <u>Prairie Parkway &amp; Viking Road project.</u>	<u>06/06/16</u>	<u>1,465</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Electric Lines</u> <u>Electrical infrastructure to Pinnacle Prairie Development</u>	<u>04/20/15</u>	<u>110,556</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 112,021

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

<b>CITY OF CEDAR FALLS PINNACLE PRAIRIE TIF PROJECT CERTIFIED WITH THE COUNTY</b>		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Legal Fees	11/10	\$3,079.90
Adjustment per BHC not to collect small amount		(\$79.13)
Water Mains	11/12	\$4,747.79
Prairie Parkway Extension	11/13	\$113,342.11
Legal Fees	11/13	\$2,539.44
Prairie Parkway Extension	11/14	\$1,750,949.77
Project Staff Costs	11/14	\$12,995.87
Legal Fees	11/14	\$12,980.63
Prairie Parkway Extension	11/15	\$448,303.90
Project Staff Costs	11/15	\$5,073.56
Legal Fees	11/15	\$1,151.26
Administrative Costs	11/15	\$3,054.48
Prairie Parkway Extension	11/16	\$726.00
Prairie Parkway Viking	11/16	\$771.17
Legal Fees	11/16	\$944.50
Administrative Costs	11/16	\$3,810.33
Gas Mains	11/16	\$29,951.73
Prairie Parkway Viking	11/17	\$6,334.72
Legal Fees	11/17	\$1,013.50
Administrative Costs	11/17	\$1,283.47
Gas Mains	11/17	\$19,681.59
Electric Lines	11/17	\$60,865.48
Prairie Parkway Viking	11/18	\$2,321.04
Electric Lines	11/18	\$34,317.08
Prairie Parkway Viking	11/19	\$1,464.63
Electric Lines	11/19	\$110,556.77
TOTAL		\$2,632,181.59

<b>PINNACLE PRAIRIE TIF REVENUES RECEIVED</b>	
TIF REVENUES - OCT., 2019	\$2,525,902.77

<b>PINNACLE PRAIRIE TIF REVENUES - ESTIMATED</b>	
TIF REVENUES - NOV., 2019 - JUNE, 2020	\$0.00

<b>PINNACLE PRAIRIE TIF BALANCE</b>	
PINNACLE PRAIRIE TIF BALANCE	\$106,278.82

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls South Cedar Falls

Urban Renewal Area Number: (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 138,152

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Multiple horizontal lines for notes and additional information.

Dated this 18th day of November, 2019

Signature of Authorized Official

319-273-8600 Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls South Cedar Falls

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Gibson Master Plan</u> <u>Master planning services for the 157 acres of city-owned property.</u> <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>01/07/19</u>	<u>130,266</u>
2. <u>Legal Fees</u> <u>Legal fees related to the urban renewal area</u> <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/18/19</u>	<u>3,012</u>
3. <u>Miscellaneous Fees</u> <u>Miscellaneous costs related to urban renewal area</u> <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/18/19</u>	<u>4,874</u>
4. _____ <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____
5. _____ <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 138,152

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

<b>CITY OF CEDAR FALLS SOUTH CEDAR FALLS TIF PROJECTS CERTIFIED WITH THE COUNTY</b>		
<b>PROJECT</b>	<b>DATE CERTIFIED</b>	<b>AMOUNT CERTIFIED</b>
Master Plan	11/19	\$130,265.70
Miscellaneous	11/19	\$7,885.92
<b>TOTAL</b>		<b>\$138,151.62</b>

<b>SOUTH CEDAR FALLS TIF REVENUES RECEIVED</b>	
TIF REVENUES - OCT., 2019	\$0.00

<b>SOUTH CEDAR FALLS TIF REVENUES - ESTIMATED</b>	
TIF REVENUES - NOV., 2019 - JUNE, 2020	\$0.00

<b>SOUTH CEDAR FALLS TIF BALANCE</b>	
SOUTH CEDAR FALLS TIF BALANCE	\$138,151.62

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 9,215,338

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
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Dated this 18th day of November, 2019

\_\_\_\_\_  
Signature of Authorized Official

319-273-8600

Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<b>1. Legal Fees</b> Legal fees, appraisals, recording, & abstract fees associated with Unified urban renewal area.	11/18/19	11,842
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>2. Principal Life Insurance</b> Property tax rebate to Principal Life Insurance	07/25/11	27,350
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>3. Highway 58 Intersection Improvements</b> Highway 58 Intersection Improvements - Consultant and construction costs as part of the IDOT project.	12/10/12	3,748,333
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>4. North Industrial Park Miscellaneous</b> Railroad insurance	05/24/10	20,756
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
<b>5. Industrial Park Expansion</b> Street infrastructure design and construction	03/18/19	61,961
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 3,870,242

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. Land Acquisition <u>Purchase of land and costs associated with the land acquisition</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11/5/18 &amp; 11/19/18</u>	<u>4,197,446</u>
7. Electrical Services <u>Electrical services related to Hwy 58 Intersection improvements</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>08/21/17</u>	<u>259,806</u>
8. Gas Services <u>Gas services related to Hwy 58 Intersection improvements</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>08/21/17</u>	<u>87,773</u>
9. Water Services <u>Water services related to Hwy 58 Intersection improvements</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>08/21/17</u>	<u>707,340</u>
10. Communication Services <u>Communication services related to Hwy 58 Intersection improvements</u> <hr/> <hr/> <hr/> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>08/21/17</u>	<u>92,731</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

**Total For City TIF Form 1.1 Page 2:** 5,345,096

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF  
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER  
CERTIFICATION TO COUNTY AUDITOR  
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
<u>Grant Received on University Avenue Phase III</u>	<u>-50,000</u>
<b><u>Total Reduction In Indebtedness For This Urban Renewal Area:</u></b>	<b><u>-50,000</u></b>

Dated this 18th day of November, 2019

\_\_\_\_\_  
Signature of Authorized Official

319-273-8600  
Telephone

CITY OF CEDAR FALLS UNIFIED TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
TOTAL - Industrial Park	Pre 2013	\$40,961,748.13
TOTAL - Northern	Pre 2013	\$1,973,814.94
Northern Industrial Park	11/13	\$283,653.46
Hwy 58 Corridor Improvements	11/13	\$14,450.48
Hwy 58 Pedestrian Bridge	11/13	\$1,006,903.87
West Viking Road	11/13	\$1,032,453.36
Miscellaneous & Legal	11/13	\$39,394.43
Bluff St. Lift Station	11/13	\$1,040,000.00
Public Works Complex	11/13	(\$964,579.39)
Commerce Drive	11/13	\$27,579.98
Kaplan University	11/13	\$80,569.00
Reel Deal	11/13	\$68,758.00
Aerial Services	11/13	\$12,705.00
Universal Industries	11/13	\$19,200.00
Target	11/13	\$623,000.00
Lot Sales	11/13	(\$166,750.00)
Electric Line Extensions	11/13	\$352,175.97
Electric Transformers	11/13	\$1,421,525.86
Gas Main & Services	11/13	\$43,686.33
Communication Fiber	11/13	\$25,700.81
Generation	11/13	\$10,226,298.17
Northern Miscellaneous	11/14	\$19,290.00
Northern LOMR	11/14	\$3,793.79
Northern Signage	11/14	\$34,050.00
Northern Industrial Park	11/14	(\$136,629.17)
West Viking Road	11/14	\$1,107,945.67
Viking Road Reconstruction	11/14	\$1,232,706.53
Hwy 58 Corridor Improvements	11/14	\$40,110.22
Hwy 58 Pedestrian Bridge	11/14	\$58,556.97
Legal Fees	11/14	\$3,674.57
EIC	11/14	\$108,801.00
Reel Deal	11/14	\$66,848.00
Aerial Services	11/14	\$12,705.00
Universal Industries	11/14	\$14,400.00
Target	11/14	\$467,000.00
Water Main & Services	11/14	\$174,969.57
Generation	11/14	\$8,254,927.46
Administrative Costs	11/14	\$40,799.73
Lot Sales	11/14	(\$76,750.00)
Northern Miscellaneous	11/15	\$40,930.00

Northern LOMR/Map	11/15	\$6,394.75
Greenhill Road	11/15	\$228,465.97
Street Restoration - Ind Park	11/15	\$356,244.93
West Viking Road	11/15	\$190,933.35
Viking Road Reconstruction	11/15	\$96,365.83
Hwy 58 Corridor Improvements	11/15	\$40,087.98
Hwy 58 Pedestrian Bridge	11/15	(\$17,765.89)
Legal Fees	11/15	\$15,243.44
EIC	11/15	\$81,806.40
Reel Deal	11/15	\$62,793.00
Aerial Services	11/15	\$12,705.00
Universal Industries	11/15	\$9,600.00
Target	11/15	\$300,877.80
Principal	11/15	\$140,871.00
Administrative Costs	11/15	\$36,457.96
Lot Sales	11/15	(\$327,020.00)
Northern Miscellaneous	11/16	\$20,755.50
Street Restoration - Ind Park	11/16	\$284,598.65
West Viking Road	11/16	\$389.30
Viking Road Reconstruction	11/16	\$81,783.51
Hwy 58 Corridor Improvements	11/16	\$17,863.73
Ind. Park Patching & Maint	11/16	\$344,160.79
Legal Fees	11/16	\$8,453.45
Miscellaneous	11/16	\$3,500.00
EIC	11/16	\$57,538.80
Reel Deal	11/16	\$132,019.99
Aerial Services	11/16	\$23,912.00
Universal Industries	11/16	\$4,800.00
Target	11/16	\$142,419.90
Principal	11/16	\$105,986.40
Administrative Costs	11/16	\$39,575.67
Land Acquisition	11/16	\$1,043,704.00
Lot Sales	11/16	\$0.00
Gas Main & Services	11/16	\$42,545.77
Electric Line Extensions	11/16	\$24,987.15
Northern Miscellaneous	11/17	\$20,905.50
University Avenue Phase III	11/17	\$145,022.53
Hwy 58 Corridor Improvements	11/17	\$4,095.49
Ind. Park Patching & Maint	11/17	\$9,525.46
Legal Fees	11/17	\$469.50
Miscellaneous	11/17	\$175.00
EIC	11/17	\$37,760.40
Reel Deal	11/17	\$130,308.07
Aerial Services	11/17	\$22,894.00
Principal	11/17	\$78,383.70
Dry Run Creek Sanitary Sewer	11/17	\$4,500,000.00
Administrative Costs	11/17	\$28,450.86
Land Acquisition	11/17	\$4,868.00
Northern Miscellaneous	11/18	\$20,755.50

University Avenue Phase III	11/18	\$3,361,595.85
Hwy 58 Corridor Improvements	11/18	\$3,896,134.23
Ind. Park Patching & Maint	11/18	\$18,914.15
Legal Fees	11/18	\$11,909.70
Land Acquisition	11/18	\$4,810.00
EIC	11/18	\$19,705.20
Reel Deal	11/18	\$14,644.80
Principal	11/18	\$54,540.00
Administrative Costs	11/18	\$14,330.36
Lot Sales	11/18	(\$88,013.00)
Northern Miscellaneous	11/19	\$20,755.50
University Avenue Phase III	11/19	(\$50,000.00)
Hwy 58 Corridor Improvements	11/19	\$3,748,333.33
Legal Fees	11/19	\$11,841.85
Principal	11/19	\$27,350.00
Industrial Park Expansion	11/19	\$61,961.35
Land Acquisition	11/19	\$4,197,445.97
Gas Main & Services	11/19	\$87,773.18
Electric Services	11/19	\$259,806.07
Water Main & Services	11/19	\$707,340.35
Communication Services	11/19	\$92,730.57
<b>TOTAL</b>		<b>\$94,680,997.34</b>

<b>CITY OF CEDAR FALLS UNIFIED TIF DEBT CERTIFIED WITH THE COUNTY</b>		
<b>DEBT OBLIGATION</b>	<b>DATE CERTIFIED</b>	<b>AMOUNT CERTIFIED</b>
TOTAL - Industrial Park	Pre 2013	\$14,566,806.26
TOTAL - Northern	Pre 2013	\$2,094,273.29
<b>TOTAL</b>		<b>\$16,661,079.55</b>

<b>UNIFIED TIF REVENUES RECEIVED</b>	
TIF REVENUES - SEPT., 1992 - OCT., 2019 - TOTAL	\$80,827,707.03

<b>UNIFIED TIF REVENUES - ESTIMATED</b>	
TIF REVENUES - NOV., 2019 - JUNE, 2020	\$1,858,574.05

<b>UNIFIED TIF BALANCE</b>	
UNIFIED TIF BALANCE	\$28,655,795.81

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the TIF Bond Fund has cash flowed legal fees, incentive payments, and project costs related to Peter Melendy Park and the Downtown Streetscape all in the Downtown Urban Renewal area; and

**WHEREAS**, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the Downtown Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Two Hundred Twenty-Four Thousand, One Hundred, Eighty-One Dollars and Seventy-Eight Cents (\$224,181.78) for these projects; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Two Hundred Twenty-Four Thousand, One Hundred, Eighty-One Dollars and Seventy-Eight Cents (\$224,181.78) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the TIF Bond Fund has cash flowed the Prairie Parkway & Viking Road signalization project; and

**WHEREAS**, the City has determined that the aforementioned project is an eligible TIF expenditures in the Pinnacle Prairie Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Pinnacle Prairie Urban Renewal area in the amount of One Thousand, Four Hundred, Sixty-Four Dollars and Sixty-Three Cents (\$1,464.63) for this project; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of One Thousand, Four Hundred, Sixty-Four Dollars and Sixty-Three Cents (\$1,464.63) for assisting in the completion of the project is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the TIF Bond Fund has cash flowed legal and administrative fees related to projects in the South Cedar Falls Urban Renewal area; and

**WHEREAS**, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the South Cedar Falls Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the South Cedar Falls Urban Renewal area in the amount of Three Thousand, Eleven Dollars and Ninety-Two Cents (\$3,011.92) for these projects; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Three Thousand, Eleven Dollars and Ninety-Two Cents (\$3,011.92) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the TIF Bond Fund has cash flowed the Highway 58 Corridor Improvements, Industrial Park Street Expansion, and administrative and legal fees in the urban renewal area; and

**WHEREAS**, the City has determined that the aforementioned projects are eligible TIF expenditures in the Unified Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Three Million, Eight Hundred and Forty-One Thousand, Two Hundred, Ninety-Two Dollars and Three Cents (\$3,841,292.03) for these projects; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Three Million, Eight Hundred and Forty-One Thousand, Two Hundred, Ninety-Two Dollars and Three Cents (\$3,841,292.03) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the Economic Development Fund has cash flowed the purchase of land and related expenses in the South Cedar Falls Urban Renewal area; and

**WHEREAS**, the City has determined that the aforementioned project and the related legal and administrative fees associated with the land purchase are eligible TIF expenditures in the South Cedar Falls Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the Economic Development Fund for TIF revenues collected in the South Cedar Falls Urban Renewal area in the amount of Four Thousand, Eight Hundred, and Seventy-Four Dollars (\$4,874.00) for these projects; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Four Thousand, Eight Hundred, and Seventy-Four Dollars (\$4,874.00) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the Economic Development Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the Economic Development Fund has cash flowed the purchase of land in the urban renewal area; and

**WHEREAS**, the City has determined that the aforementioned project and the related legal and administrative fees associated with the land purchase is an eligible TIF expenditure in the Unified Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the Economic Development Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Four Million, One Hundred and Ninety-Nine Thousand, Forty-Five Dollars and Ninety-Seven Cents (\$4,199,045.97) for this project; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Four Million, One Hundred and Ninety-Nine Thousand, Forty-Five Dollars and Ninety-Seven Cents (\$4,199,045.97) for assisting in the completion of this project is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the Economic Development Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE GENERAL FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the General Fund has paid for costs related to the Downtown Visioning project; and

**WHEREAS**, the City has determined that the aforementioned project is an eligible TIF expenditure in the Downtown Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the General Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Forty-Five Thousand, Nine Hundred, Sixty-Two Dollars and Sixty-Nine Cents (\$45,962.69) for this project; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Forty-Five Thousand, Nine Hundred, Sixty-Two Dollars and Sixty-Nine Cents (\$45,962.69) for assisting in the completion of the this project is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the General Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE STREET CONSTRUCTION FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

**WHEREAS**, the Street Construction Fund has paid for project costs related to the 100 Block Alley project to support the Downtown Urban Renewal projects and planning; and

**WHEREAS**, the City has determined that the aforementioned project is an eligible TIF expenditure in the Downtown Urban Renewal area; and

**WHEREAS**, the City Council desires to reimburse the Street Construction Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Seventy-One Thousand, Four Hundred, Seventy-Six Dollars and Eighteen Cents (\$71,476.18) for this project; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Seventy-One Thousand, Four Hundred, Seventy-Six Dollars and Eighteen Cents (\$71,476.18) for assisting in the completion of the this project is hereby approved and authorized in accordance with the criteria stated above; and

**BE IT FURTHER RESOLVED**, that this amount loaned from the Street Construction Fund to the TIF Fund shall be repaid as the TIF revenues are collected

**ADOPTED** this 18<sup>th</sup> day of November 2019.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 18.

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** November 5, 2019  
**SUBJECT:** State TIF Report

As you are aware, HF 2460 was passed a few years back that requires cities with active Urban Renewal Areas to provide specified information concerning active Urban Renewal Areas and any associated Tax Increment Financing Districts. Attached for your review is the annual report that the City is required to complete. The report does require approval by Council and is due December 1, 2019. After approval, the report will be filed with the Department of Management through their on-line reporting system.

The report takes into account the TIF activities during the fiscal year ended June 30, 2019. The report includes the following TIF districts that were active during FY19:

- College Hill
- Downtown
- Pinnacle Prairie
- Unified Highway 58 Corridor

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF THE CITY'S FY19 ANNUAL URBAN RENEWAL REPORT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing submission of the City's FY19 Annual Urban Renewal Report for the City of Cedar Falls to the Iowa Department of Management, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize submission of said report,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA that said report is hereby approved and authorized for submission to the Iowa Department of Management.

**ADOPTED this 18<sup>th</sup> day of November 2019.**

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**Levy Authority Summary**

Local Government Name: CEDAR FALLS  
 Local Government Number: 07G046

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CEDAR FALLS URBAN RENEWAL	07019	3
CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL	07039	4
CEDAR FALLS COLLEGE HILL TIF	07042	2
CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR	07043	7

**TIF Debt Outstanding: 26,403,814**

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: 0 0 Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 3,968,352  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 3,968,352**

Rebate Expenditures: 447,573  
 Non-Rebate Expenditures: 3,520,779  
 Returned to County Treasurer: 0  
**Total Expenditures: 3,968,352**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: 0 0 Amount of 06-30-2019 Cash Balance Restricted for LMI**

**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 22,435,462**



**Urban Renewal Area Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL  
 UR Area Number: 07019

UR Area Creation Date: 11/1986

UR Area Purpose: This urban renewal area was created to revitalize and redevelop the City's central business district (Downtown).

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR	07105	07106	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR	07177	07178	7,755,741
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF AMD3 INCR	07313	07314	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,406,990	51,218,285	1,768,560	0	-7,408	72,370,362	0	72,370,362
Taxable	0	6,900,883	46,096,457	1,591,704	0	-7,408	60,081,490	0	60,081,490
Homestead Credits									25

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 254,447  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 254,447**

Rebate Expenditures: 148,981  
 Non-Rebate Expenditures: 105,466  
 Returned to County Treasurer: 0  
**Total Expenditures: 254,447**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For CEDAR FALLS URBAN RENEWAL

### Waste Water Treatment Facility

Description:	Disinfection Project at Wastewater Treatment Facility
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

### Electric Extensions

Description:	Electrical Upgrades in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Gas Services

Description:	Gas Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Water Extensions

Description:	Water Extensions in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Communication Services

Description:	Communication Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### River Place Development

Description:	River Place Development
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

### Administrative Fees

Description:	Staff costs related to urban renewal area
Classification:	Administrative expenses
Physically Complete:	Yes

Payments Complete: No

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## Street Lighting

Description: Street Lighting  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

## State Street Development

Description: State Street Development  
Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)  
Physically Complete: Yes  
Payments Complete: No

## Annex

Description: Annex Development Group  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

## Debts/Obligations For CEDAR FALLS URBAN RENEWAL

### Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	4,614
Interest:	0
Total:	4,614
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2019

### CFU-Gas Utility

Debt/Obligation Type:	Internal Loans
Principal:	1,731
Interest:	0
Total:	1,731
Annual Appropriation?:	No
Date Incurred:	11/24/2003
FY of Last Payment:	2019

### CFU-Water Utility

Debt/Obligation Type:	Internal Loans
Principal:	24,479
Interest:	0
Total:	24,479
Annual Appropriation?:	No
Date Incurred:	11/28/2011
FY of Last Payment:	2019

### CFU-Communication Utility

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/24/2012
FY of Last Payment:	2019

### Sewer Fund

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2018

## CFU-Electric Utility

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Debt/Obligation Type:	Internal Loans
Principal:	107,726
Interest:	0
Total:	107,726
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2019

## General Fund

Debt/Obligation Type:	Internal Loans
Principal:	4,651
Interest:	0
Total:	4,651
Annual Appropriation?:	No
Date Incurred:	11/25/2013
FY of Last Payment:	2019

## Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	320,944
Interest:	0
Total:	320,944
Annual Appropriation?:	No
Date Incurred:	06/06/2016
FY of Last Payment:	2027

## Non-Rebates For CEDAR FALLS URBAN RENEWAL

TIF Expenditure Amount:	277
Tied To Debt:	Bond Fund
Tied To Project:	River Place Development
TIF Expenditure Amount:	0
Tied To Debt:	Sewer Fund
Tied To Project:	Waste Water Treatment Facility
TIF Expenditure Amount:	4,651
Tied To Debt:	General Fund
Tied To Project:	Administrative Fees
TIF Expenditure Amount:	1,731
Tied To Debt:	CFU-Gas Utility
Tied To Project:	Gas Services
TIF Expenditure Amount:	24,479
Tied To Debt:	CFU-Water Utility
Tied To Project:	Water Extensions
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Communication Utility
Tied To Project:	Communication Services
TIF Expenditure Amount:	74,328
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Electric Extensions
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Annex
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Administrative Fees

## Rebates For CEDAR FALLS URBAN RENEWAL

### River Place Properties

TIF Expenditure Amount:	148,981
Rebate Paid To:	River Place Properties LLC
Tied To Debt:	Property Tax Rebates
Tied To Project:	River Place Development
Projected Final FY of Rebate:	2027

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR  
 TIF Taxing District Inc. Number: 07106  
 TIF Taxing District Base Year: 1983  
 FY TIF Revenue First Received: 2001  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

	UR Designation
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,406,990	1,069,593	0	0	-7,408	13,563,892	0	13,563,892
Taxable	0	6,900,883	962,633	0	0	-7,408	7,930,698	0	7,930,698
Homestead Credits									24

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,833,420	7,930,698	0	7,930,698	220,963

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR  
 TIF Taxing District Inc. Number: 07178  
 TIF Taxing District Base Year: 1983  
 FY TIF Revenue First Received: 2001  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

	UR Designation
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	50,148,692	1,768,560	0	0	58,806,470	0	58,806,470
Taxable	0	0	45,133,824	1,591,704	0	0	52,150,792	0	52,150,792
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	12,414,280	46,392,190	7,755,741	38,636,449	1,226,775

FY 2019 TIF Revenue Received: 254,447



**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF  
 AMD3 INCR  
 TIF Taxing District Inc. Number: 07314  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL  
 UR Area Number: 07039  
 UR Area Creation Date: 01/2007

The purpose of this urban renewal area is for economic development in the Pinnacle Prairie development. The area is to promote large-scale, well-planned, land use compatible, mixed-use commercially taxed construction activity.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07281	07282	2,303,745
CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07283	07284	0
CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07285	07286	1,899,735
CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07287	07288	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	695,450	50,087,720	38,047,850	0	0	-68,524	101,521,106	0	101,521,106
Taxable	378,658	27,859,223	34,243,065	0	0	-68,524	72,459,827	0	72,459,827
Homestead Credits									134

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 113,174  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 113,174**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 113,174  
 Returned to County Treasurer: 0  
**Total Expenditures: 113,174**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

### Water Mains

Description:	Water mains installed in Pinnacle Prairie Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

### Prairie Parkway Extension

Description:	Prairie Parkway Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Legal Fees

Description:	Legal Fees Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

### Administrative Costs

Description:	Staff Administrative Costs
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

### Gas Mains

Description:	Gas mains installed in Pinnacle Prairie Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

### Electrical Lines

Description:	Electrical Lines installed as part of Prairie Parkway Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

### Prairie Parkway & Viking

Description: Prairie Parkway & Viking  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

ITEM 18.

# Debts/Obligations For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

## Water Mains

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2015

## Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	12/08/2012
FY of Last Payment:	2019

## Legal Fee Repayment

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	12/08/2012
FY of Last Payment:	2019

## Staff Costs Repayment

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2019

## Gas Mains

Debt/Obligation Type:	Internal Loans
Principal:	19,681
Interest:	0
Total:	19,681
Annual Appropriation?:	No

Date Incurred: 09/21/2015  
FY of Last Payment: 2019

ITEM 18.

**Electrical Lines**

Debt/Obligation Type: Internal Loans  
Principal: 93,493  
Interest: 0  
Total: 93,493  
Annual Appropriation?: No  
Date Incurred: 04/20/2015  
FY of Last Payment: 2019

# Non-Rebates For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Legal Fees
TIF Expenditure Amount:	0
Tied To Debt:	Water Mains
Tied To Project:	Water Mains
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Prairie Parkway Extension
TIF Expenditure Amount:	0
Tied To Debt:	Staff Costs Repayment
Tied To Project:	Administrative Costs
TIF Expenditure Amount:	19,681
Tied To Debt:	Gas Mains
Tied To Project:	Gas Mains
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Prairie Parkway & Viking
TIF Expenditure Amount:	93,493
Tied To Debt:	Electrical Lines
Tied To Project:	Electrical Lines

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL  
 UR TIF INCR  
 TIF Taxing District Inc. Number: 07282  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	39,654,920	24,247,510	0	0	-35,188	66,835,442	0	66,835,442
Taxable	0	22,056,406	21,822,759	0	0	-35,188	46,181,434	0	46,181,434
Homestead Credits									79

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	11,295,180	46,181,434	2,303,745	43,877,689	1,222,509

FY 2019 TIF Revenue Received: 61,199

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)  
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE  
 COMMERCIAL UR TIF INCR  
 TIF Taxing District Inc. Number: 07284  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	43,080	0	0	0	0	0	43,080	0	43,080
Taxable	23,457	0	0	0	0	0	23,457	0	23,457
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	277,040	0	0	0	0

FY 2019 TIF Revenue Received: 0



**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)  
 TIF Taxing District Name: CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR  
 TIF INCR  
 TIF Taxing District Inc. Number: 07286  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District  
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,432,800	13,800,340	0	0	-33,336	33,990,214	0	33,990,214
Taxable	0	5,802,817	12,420,306	0	0	-33,336	25,899,735	0	25,899,735
Homestead Credits									55

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	38,430	25,899,735	1,899,735	24,000,000	720,012

FY 2019 TIF Revenue Received: 51,975

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)  
 TIF Taxing District Name: CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL  
 UR TIF INCR  
 TIF Taxing District Inc. Number: 07288  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District  
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	652,370	0	0	0	0	0	652,370	0	652,370
Taxable	355,201	0	0	0	0	0	355,201	0	355,201
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	991,100	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF  
 UR Area Number: 07042

UR Area Creation Date: 02/2011

UR Area Purpose: The purpose of this urban renewal area is for economic development in the area locally known as "College Hill" and to alleviate and remediate conditions of blight.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR	07299	07300	0
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF SSMID INCR	07315	07316	1,048,567

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,894,520	10,753,938	0	0	-5,556	26,932,014	0	26,932,014
Taxable	0	6,615,832	9,678,545	0	0	-5,556	19,666,503	0	19,666,503
Homestead Credits									5

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	32,098
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>32,098</b>

Rebate Expenditures:	29,246
Non-Rebate Expenditures:	2,852
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>32,098</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For CEDAR FALLS COLLEGE HILL TIF

### Legal Fees

Description:	Legal Fees Associated with creation of Urban Renewal Area
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

### 2215 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

### 2024 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For CEDAR FALLS COLLEGE HILL TIF

### Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/28/2016
FY of Last Payment:	2018

### Staff Administrative Costs

Debt/Obligation Type:	Internal Loans
Principal:	2,852
Interest:	0
Total:	2,852
Annual Appropriation?:	No
Date Incurred:	11/21/2016
FY of Last Payment:	2019

### Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	29,246
Interest:	0
Total:	29,246
Annual Appropriation?:	No
Date Incurred:	04/10/2017
FY of Last Payment:	2019

## Non-Rebates For CEDAR FALLS COLLEGE HILL TIF

TIF Expenditure Amount:	0
Tied To Debt:	Legal Fees
Tied To Project:	Legal Fees
TIF Expenditure Amount:	2,852
Tied To Debt:	Staff Administrative Costs
Tied To Project:	Legal Fees

## Rebates For CEDAR FALLS COLLEGE HILL TIF

### 2215 College Street

TIF Expenditure Amount:	16,375
Rebate Paid To:	CV Commercial
Tied To Debt:	Property Tax Rebates
Tied To Project:	2215 College St
Projected Final FY of Rebate:	2021

### 2024 College Street

TIF Expenditure Amount:	12,871
Rebate Paid To:	CV Commercial
Tied To Debt:	Property Tax Rebates
Tied To Project:	2024 College St
Projected Final FY of Rebate:	2021

## Jobs For CEDAR FALLS COLLEGE HILL TIF

Project:	2215 College St
Company Name:	CV Commercial
Date Agreement Began:	04/22/2013
Date Agreement Ends:	06/01/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	750,000
Total Estimated Cost of Public Infrastructure:	0

Project:	2024 College St
Company Name:	CV Commercial
Date Agreement Began:	08/12/2013
Date Agreement Ends:	06/02/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	300,000
Total Estimated Cost of Public Infrastructure:	0

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF (07042)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR  
 TIF Taxing District Inc. Number: 07300

	UR Designation
TIF Taxing District Base Year: 2010	Slum No
FY TIF Revenue First Received: 2015	Blighted 02/2011
Subject to a Statutory end date? No	Economic Development 02/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,894,520	187,370	0	0	-5,556	14,021,184	0	14,021,184
Taxable	0	6,615,832	168,633	0	0	-5,556	8,310,482	0	8,310,482
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	13,759,100	267,640	0	267,640	7,457

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF (07042)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF  
 SSMID INCR  
 TIF Taxing District Inc. Number: 07316

	UR Designation
TIF Taxing District Base Year: 2010	Slum No
FY TIF Revenue First Received: 2015	Blighted No
Subject to a Statutory end date? No	Economic Development No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,566,568	0	0	0	12,910,830	0	12,910,830
Taxable	0	0	9,509,912	0	0	0	11,356,021	0	11,356,021
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	8,870,800	4,040,030	1,048,567	2,991,463	91,574

FY 2019 TIF Revenue Received: 32,098



**Urban Renewal Area Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR  
 UR Area Number: 07043

UR Area Creation Date: 11/1990

This urban renewal area is intended to foster economic development through new public improvements and land acquisition. This urban renewal plan provides a mechanism for the incremental and gradual development and redevelopment of this area.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	07153	07154	71,331,912
CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	07155	07156	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR	07243	07244	46,345,707
CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	07293	07294	4,670,617
CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	07295	07296	59,550
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR	07309	07310	359,750
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR	07311	07312	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	232,210	2,796,680	117,934,690	28,536,690	0	-1,852	149,889,528	0	149,889,528
Taxable	126,434	1,555,541	106,141,221	25,683,021	0	-1,852	133,812,364	0	133,812,364
Homestead Credits									20

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 3,568,633  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 3,568,633**

Rebate Expenditures: 269,346  
 Non-Rebate Expenditures: 3,299,287  
 Returned to County Treasurer: 0  
**Total Expenditures: 3,568,633**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

### Electrical Extensions

Description:	Electrical Upgrades - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Gas Services

Description:	Gas Services - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Water Extensions

Description:	Water Extensions - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Communication Services

Description:	Communication Services - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Electric Generation

Description:	Electric Generation - Walter Scott #4
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Bluff St. Lift Station

Description:	Bluff St. Lift Station
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### Reel Deal

Description:	Property Tax Rebates to Reel Deal
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Aerial Services

Description:	Property Tax Rebates to Aerial Services
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Universal Industries

Description:	Property Tax Rebates to Universal Industries
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Target Corporation

Description:	Property Tax Rebates to Target Corporation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

## East Central Iowa Coop

Description:	Property Tax Rebates to East Central Iowa Coop
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

## Principal Life Insurance

Description:	Property Tax Rebates to Principal Life Insurance
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Highway 58 Pedestrian Bridge

Description:	Pedestrian Bridge
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Highway 58 Intersection Improvements

Description:	Highway 58 Intersectoin Study
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## West Viking Road

Description:	West Viking Road
Classification:	Roads, Bridges & Utilities

Physically Complete: Yes  
 Payments Complete: No

### Staff Administrative Costs

Description: Staff Administrative Costs  
 Classification: Administrative expenses  
 Physically Complete: Yes  
 Payments Complete: No

### Northern Industrial Park

Description: Northern Industrial Park Infrastructure  
 Classification: Roads, Bridges & Utilities  
 Physically Complete: Yes  
 Payments Complete: No

### Street Improvements

Description: Street improvements in Industrial Park  
 Classification: Roads, Bridges & Utilities  
 Physically Complete: Yes  
 Payments Complete: No

### Legal Fees

Description: Legal Fees  
 Classification: Administrative expenses  
 Physically Complete: Yes  
 Payments Complete: No

### Lot Sales

Description: Lot Sales  
 Classification: Acquisition of property  
 Physically Complete: Yes  
 Payments Complete: No

### University Avenue Ph III

Description: University Avenue Ph III  
 Classification: Roads, Bridges & Utilities  
 Physically Complete: No  
 Payments Complete: No

### Dry Run Creek Sanitary Sewer

Description: Dry Run Creek Sanitary Sewer Improvements  
 Classification: Roads, Bridges & Utilities  
 Physically Complete: No  
 Payments Complete: No

### Land Acquisition

Description: Industrial Park Land Acquisition  
Classification: Industrial/manufacturing property  
Physically Complete: Yes  
Payments Complete: No

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**Industrial Park Patching**

Description: Industrial Park Patching  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

## Debts/Obligations For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

### CFU-Electric Utility

Debt/Obligation Type:	Internal Loans
Principal:	573,683
Interest:	0
Total:	573,683
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

### CFU-Electric Utility-Generation

Debt/Obligation Type:	Internal Loans
Principal:	11,418,934
Interest:	0
Total:	11,418,934
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

### CFU-Gas Utility

Debt/Obligation Type:	Internal Loans
Principal:	56,104
Interest:	0
Total:	56,104
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

### CFU-Water Utility

Debt/Obligation Type:	Internal Loans
Principal:	174,970
Interest:	0
Total:	174,970
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

### CFU-Communication Utility

Debt/Obligation Type:	Internal Loans
Principal:	8,015
Interest:	0
Total:	8,015
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

## Northern 2009 GO Bonds

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Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,349,966
Interest:	0
Total:	1,349,966
Annual Appropriation?:	No
Date Incurred:	11/21/2009
FY of Last Payment:	2024

### General Fund

Debt/Obligation Type:	Internal Loans
Principal:	47,390
Interest:	0
Total:	47,390
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2019

### Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	3,561,848
Interest:	0
Total:	3,561,848
Annual Appropriation?:	No
Date Incurred:	11/08/2012
FY of Last Payment:	2020

### Sewer Fund

Debt/Obligation Type:	Internal Loans
Principal:	4,500,000
Interest:	0
Total:	4,500,000
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2021

### Aerial Services

Debt/Obligation Type:	Rebates
Principal:	22,894
Interest:	0
Total:	22,894
Annual Appropriation?:	Yes
Date Incurred:	04/11/2009
FY of Last Payment:	2019

### Reel Deal

Debt/Obligation Type:	Rebates
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Principal:	144,953
Interest:	0
Total:	144,953
Annual Appropriation?:	Yes
Date Incurred:	09/20/2008
FY of Last Payment:	2019

### Universal Industries

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/07/2012
FY of Last Payment:	2019

### Target Corporation

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	12/24/2012
FY of Last Payment:	2019

### Principal Life Insurance

Debt/Obligation Type:	Rebates
Principal:	132,924
Interest:	0
Total:	132,924
Annual Appropriation?:	Yes
Date Incurred:	07/25/2011
FY of Last Payment:	2019

### East Central Iowa Coop

Debt/Obligation Type:	Rebates
Principal:	57,466
Interest:	0
Total:	57,466
Annual Appropriation?:	Yes
Date Incurred:	11/14/2011
FY of Last Payment:	2019

### Street Repair Fund

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No



Date Incurred: 02/16/2015  
FY of Last Payment: 2018

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### Street Improvement Fund

Debt/Obligation Type: Internal Loans  
Principal: 3,506,618  
Interest: 0  
Total: 3,506,618  
Annual Appropriation?: No  
Date Incurred: 04/18/2016  
FY of Last Payment: 2028

### Economic Development Fund

Debt/Obligation Type: Internal Loans  
Principal: 238,632  
Interest: 0  
Total: 238,632  
Annual Appropriation?: No  
Date Incurred: 11/16/2015  
FY of Last Payment: 2019

## Non-Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

TIF Expenditure Amount: 1,806,196  
 Tied To Debt: Sewer Fund  
 Tied To Project: Dry Run Creek Sanitary Sewer

TIF Expenditure Amount: 190,837  
 Tied To Debt: Northern 2009 GO Bonds  
 Tied To Project: Northern Industrial Park

TIF Expenditure Amount: 847,288  
 Tied To Debt: CFU-Electric Utility-Generation  
 Tied To Project: Electric Generation

TIF Expenditure Amount: 146,935  
 Tied To Debt: CFU-Electric Utility  
 Tied To Project: Electrical Extensions

TIF Expenditure Amount: 3,631  
 Tied To Debt: CFU-Gas Utility  
 Tied To Project: Gas Services

TIF Expenditure Amount: 0  
 Tied To Debt: CFU-Water Utility  
 Tied To Project: Water Extensions

TIF Expenditure Amount: 2,146  
 Tied To Debt: CFU-Communication Utility  
 Tied To Project: Communication Services

TIF Expenditure Amount: 0  
 Tied To Debt: Bond Fund  
 Tied To Project: West Viking Road

TIF Expenditure Amount: 0  
 Tied To Debt: Bond Fund  
 Tied To Project: Highway 58 Pedestrian Bridge

TIF Expenditure Amount: 4,095  
 Tied To Debt: Bond Fund  
 Tied To Project: Highway 58 Intersection Improvements

TIF Expenditure Amount: 28,451  
 Tied To Debt: General Fund  
 Tied To Project: Staff Administrative Costs

TIF Expenditure Amount: 20,756  
 Tied To Debt: Bond Fund  
 Tied To Project: Northern Industrial Park

TIF Expenditure Amount: 795

Tied To Debt: Bond Fund  
Tied To Project: Legal Fees

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TIF Expenditure Amount: 0  
Tied To Debt: Street Repair Fund  
Tied To Project: Street Improvements

TIF Expenditure Amount: 0  
Tied To Debt: Bond Fund  
Tied To Project: Land Acquisition

TIF Expenditure Amount: 9,525  
Tied To Debt: Bond Fund  
Tied To Project: Industrial Park Patching

TIF Expenditure Amount: 238,632  
Tied To Debt: Economic Development Fund  
Tied To Project: Land Acquisition

## Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

### Aerial Services

TIF Expenditure Amount: 22,894  
 Rebate Paid To: Aerial Services  
 Tied To Debt: Aerial Services  
 Tied To Project: Aerial Services  
 Projected Final FY of Rebate: 2017

### Reel Deal

TIF Expenditure Amount: 130,308  
 Rebate Paid To: Reel Deal  
 Tied To Debt: Reel Deal  
 Tied To Project: Reel Deal  
 Projected Final FY of Rebate: 2017

### Universal Industries

TIF Expenditure Amount: 0  
 Rebate Paid To: Universal Industries  
 Tied To Debt: Universal Industries  
 Tied To Project: Universal Industries  
 Projected Final FY of Rebate: 2016

### Target Corporation

TIF Expenditure Amount: 0  
 Rebate Paid To: Target Corporation  
 Tied To Debt: Target Corporation  
 Tied To Project: Target Corporation  
 Projected Final FY of Rebate: 2016

### Principal Life Insurance

TIF Expenditure Amount: 78,384  
 Rebate Paid To: Jones Lang LaSalle  
 Tied To Debt: Principal Life Insurance  
 Tied To Project: Principal Life Insurance  
 Projected Final FY of Rebate: 2019

### East Central Iowa Coop

TIF Expenditure Amount: 37,760  
 Rebate Paid To: East Central Iowa Coop  
 Tied To Debt: East Central Iowa Coop  
 Tied To Project: East Central Iowa Coop  
 Projected Final FY of Rebate: 2018

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR  
 TIF Taxing District Inc. Number: 07154  
 TIF Taxing District Base Year: 1989  
 FY TIF Revenue First Received: 1993  
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1990

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	20,830	61,344,940	21,410,730	0	0	82,776,500	0	82,776,500
Taxable	0	11,586	55,210,446	19,269,657	0	0	74,491,689	0	74,491,689
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	7,489,820	74,491,689	71,331,912	3,159,777	88,037

FY 2019 TIF Revenue Received: 1,986,737

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR  
 TIF Taxing District Inc. Number: 07156  
 TIF Taxing District Base Year: 1989  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date?: No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1990

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	33,660	0	0	0	0	0	33,660	0	33,660
Taxable	18,327	0	0	0	0	0	18,327	0	18,327
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	163,850	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR  
 TIF Taxing District Inc. Number: 07244  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2003

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	49,458,270	2,036,960	0	0	51,495,230	0	51,495,230
Taxable	0	0	44,512,443	1,833,264	0	0	46,345,707	0	46,345,707
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	23,900	46,345,707	46,345,707	0	0

FY 2019 TIF Revenue Received: 1,439,466

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR  
 TIF Taxing District Inc. Number: 07294  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,321,870	1,865,920	4,500,000	0	-1,852	9,077,048	0	9,077,048
Taxable	0	1,291,446	1,679,328	4,050,000	0	-1,852	7,326,921	0	7,326,921
Homestead Credits									16

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	4,077,890	5,001,010	4,670,617	330,393	9,205

FY 2019 TIF Revenue Received: 132,349

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR  
 TIF Taxing District Inc. Number: 07296  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	198,550	0	0	0	0	0	198,550	0	198,550
Taxable	108,107	0	0	0	0	0	108,107	0	108,107
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	384,430	0	59,550	-59,550	-1,186

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR  
 TIF Taxing District Inc. Number: 07310  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	453,980	5,265,560	589,000	0	0	6,308,540	0	6,308,540
Taxable	0	252,509	4,739,004	530,100	0	0	5,521,613	0	5,521,613
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	5,948,790	359,750	359,750	0	0

FY 2019 TIF Revenue Received: 10,081

**TIF Taxing District Data Collection**

Local Government Name: CEDAR FALLS (07G046)  
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)  
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR  
 TIF Taxing District Inc. Number: 07312  
 TIF Taxing District Base Year: 2012  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0





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 James P. Brown and City Council  
**FROM:** Ben Claypool, PhD, EI  
**DATE:** November 13, 2017  
**SUBJECT:** 2018 Seal Coat Project  
City Project Number SC-000-3163  
Final Acceptance

The 2018 Seal Coat Project is completed and ready for final acceptance. This seal coat project overlaid several existing city streets and parking lots. The project was under contract with Blacktop Service Co. of Humboldt, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)

The following documents have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

- A) Suppliers:
  - Bituminous Materials & Supply
  - BMC Aggregates L.C.
- B) Contractors:
  - Blacktop Service Company
  - A-Line Striping (Subcontractor)
  - Service Signing L.C. (Subcontractor)

Following is a breakdown of final contract costs for items that were not funded by the Local Option Sales Tax and the funding sources:

- Public Works and Parks Division parking lots funded by the Streets Construction Fund, \$57,177.19

I certify that the public improvements for the 2018 Seal Coat Project were completed in reasonable compliance with the project plans and specifications.

Benjamin Claypool 11/13/18  
Ben Claypool, Civil Engineer II, PhD, EI Date

xc: Chase Schrage, Director of Public Works  
David Wicke, P.E., City Engineer  
Lisa Roeding, CMFO, Controller/City Treasurer

**Pay Estimate No. 4 (FINAL)**

Date: November 7, 2019  
 Contract Amount: \$136,174.67  
 Contractor: Blacktop Service Co.  
 City Project No: SC-000-3163

**CITY OF CEDAR FALLS**  
 ENGINEERING DIVISION  
 DEPARTMENT OF PUBLIC WORKS  
 PAY ESTIMATE  
 PROJECT NAME: SEAL COAT - 2018

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNITS INSTALLED TO DATE	UNIT PRICE	EXTENDED PRICE	% COMPLETE	ITEM COMPLETED
1	SURFACE PREPARATION, STREETS & PARKS	47,818.86	S.Y.	52,462.80	\$ 0.25	\$ 13,115.70	109.71	X
2	SEAL COAT, MUNICIPAL OPERATIONS	38,763.88	S.Y.	37,821.70	\$ 1.79	\$ 67,700.84	97.57	X
3	SEAL COAT, MUNICIPAL PROGRAMS	16,287.39	S.Y.	21,180.20	\$ 2.38	\$ 50,408.88	130.04	X
4	PAVEMENT MARKINGS, PAINTED	50.53	STA.	56.39	\$ 54.00	\$ 3,045.06	111.60	X
5	PAVEMENT MARKING, HANDICAPPED SYMBOL	2.00	EA.	2.00	\$ 60.00	\$ 120.00	100.00	X
6	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	2.00	EA.	2.00	\$ 110.00	\$ 220.00	100.00	X
7	MOBILIZATION	1.00	L.S.	1.00	\$ 10,000.00	\$ 10,000.00	100.00	X
8	TRAFFIC CONTROL	1.00	L.S.	1.00	\$ 3,000.00	\$ 3,000.00	100.00	X

TOTAL AMOUNT OF WORK TO DATE: \$ 147,610.48 108.40

TOTAL PROJECT BID COST: \$ 136,174.67

DEDUCT: (SEE EXPLANATION) \$ -

LESS RETAINED PERCENTAGE, 0.0%: \$ -

LESS PREVIOUS PAYMENTS \$140,229.96

AMOUNT DUE THIS ESTIMATE: \$ 7,380.52

SIGNED:  DATE: 11-11-19

Ben Claypool, Civil Engineer II, PhD, EI

SIGNED:  DATE: 11-11-19

Blacktop Service Company

### CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Contractor

Project: Seal Coat - 2018, SC-000-3163

Name: Blacktop Service Co.

Address: 220 Clay Street  
Cedar Falls IA 50613

Address: P.O. Box 632  
Humboldt IA 50548

City State Zip Code

City State Zip Code

Owner: City of Cedar Falls, IA

Contractor Licence: C094034

Contract Date: 9 / 4 /2018

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of Seven thousand eight hundred fifty two and seventy cents Dollars (\$7,852.70) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 11 day of November 2019  
Blacktop Service Co  
Contractor

Witness to Signature:

  
\_\_\_\_\_

By: Paul Sen

Title: Safety Director / Contractor

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, A-Line Striping and Sweeping  
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Blacktop Service Co. the following:  
Name of Contractor

Pavement Markings and Symbols for use in the construction  
Kind of Material and Services Furnished

of a project belonging to City of Cedar Falls, IA, and

designated as, Cedar Falls Seal Coat - 2019  
Name of Project

NOW, THEREFORE, the undersigned, A-Line Striping and Sweeping  
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 3,068.62, and other good and valuable consideration,  
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,  
or right to or claim of lien, on the above described project and premises, under any law, common  
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the  
undersigned to or for the account of said Blacktop Service Co. for said project.  
Name of Contractor

Given under my (our) hand(s) and seal(s) this 11<sup>th</sup> day of November, 2019.

A-Line Striping and Sweeping  
Name of Manufacturer, Materialman, or Subcontractor

By: [Signature]

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by  
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Service Signing, L.C.  
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Blacktop Service Co. the following:  
Name of Contractor

Traffic Control for use in the construction  
Kind of Material and Services Furnished

of a project belonging to City of Cedar Falls, IA, and

designated as, Cedar Falls Seal Coat - 2018  
Name of Project

NOW, THEREFORE, the undersigned, Service Signing L.C.  
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 1,500.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the undersigned to or for the account of said Blacktop Service Co. for said project.  
Name of Contractor

Given under my (our) hand(s) and seal(s) this 6<sup>th</sup> day of November, 2019.

Service Signing L.C.  
Name of Manufacturer, Materialman, or Subcontractor

By: Cristi Hagdon

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

**WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned, BMC Aggregates L.C.  
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Blacktop Service Co. the following:  
Name of Contractor

chips for use in the construction  
Kind of Material and Services Furnished

of a project belonging to City of Cedar Falls, IA, and

designated as, Cedar Falls Seal Coat - 2018  
Name of Project

NOW, THEREFORE, the undersigned, BMC Aggregates L.C.  
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 14,562.70, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the undersigned to or for the account of said Blacktop Service Co. for said project.  
Name of Contractor

Given under my (our) hand(s) and seal(s) this 11<sup>th</sup> day of November, 2019.

BMC Aggregates L.C. by

Name of Manufacturer, Materialman, or Subcontractor

By: [Signature] Managing Member  
President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Bituminous Materials and Supply  
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Blacktop Service Co. the following:  
Name of Contractor

ME-3000 for use in the construction  
Kind of Material and Services Furnished

of a project belonging to City of Cedar Falls, IA, and  
designated as, Cedar Falls Seal Coat - 2018.  
Name of Project

NOW, THEREFORE, the undersigned, Bituminous Materials and Supply  
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 30,563.69, and other good and valuable consideration,  
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,  
or right to or claim of lien, on the above described project and premises, under any law, common  
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the  
undersigned to or for the account of said Blacktop Service Co. for said project.  
Name of Contractor

Given under my (our) hand(s) and seal(s) this 12th day of November, 20 19.

Bituminous Materials & Supply, L.P.  
Name of Manufacturer, Materialman, or Subcontractor

By: Cheryl L. Van Schepen

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by  
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)





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 James P. Brown and City Council
FROM: Jon Fitch, PE, Principal Engineer
DATE: November 12, 2019
SUBJECT: University Avenue, 58-Midway Reconstruction - Phase I
Highway 58 to Midway Dr
Project No. RC-000-1996
Final Out

The University Avenue Reconstruction - Phase I project is complete and ready for final acceptance. The project from Highway 58 to Midway Dr was a complete reconstruction. The project was under contract with K. Cunningham Construction Co, Inc of Cedar Falls, Iowa. Attached you will find the following final documents:

- Final Pay Estimate (releases final retainage)
- Copy of Maintenance Bond, K. Cunningham Construction Co, Inc

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: K. Cunningham Co. Suppliers and K. Cunningham Co Subcontractors. Lists various companies like Utility Equipment Co, Weiser Concrete, Progressive Structures, Aspro, Inc, etc.



United Seeds Signs & Designs Quick Supply Landscape Forms Wood Duck Tree Farms Oleson Sod Midland Concrete Products BMC Aggregates LC Bob Walters Son Trucking Coleman Moore Co Quam Trucking Leymaster Tile, LLC Tiedt Nursery LTD Triple D Enterprises LLP	Peterson Contractors, Inc - <i>Dave Gardner Construction</i> Quality Traffic Control, Inc Quality Striping, Inc Service Signing LC
---	--

This project was funded with multiple sources including the University Avenue Transfer of Jurisdiction, Sewer Revenue Bond, Storm Water Fund, Cedar Falls Utilities and Local Option Sales Tax.

I certify that the public improvements for the 1996 University Ave, 58-Midway Dr reconstruction project was completed in reasonable compliance with the project plans and specifications.

  
\_\_\_\_\_  
Matthew Tolan

11/12/2019

Date

xc: Chase Schrage, P.E., Public Works Director  
David Wicke, P.E., City Engineer



City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, IA 50613  
 Phone (319) 273-8600  
 Fax (319) 268-5126

**PAY REQUEST 37**

Contractor: K. Cunningham Construction Co., Inc.  
 1025 Center Street  
 Cedar Falls, IA 50613

<b>Project Title</b>	University Avenue Reconstruction-Phase 1 Grove Street to McClain Drive		
<b>City of Cedar Falls Project File No.</b>	RC-000-1896	<b>Project Number</b>	14C017.01
<b>Purchase Order Number</b>			
<b>Orig. Contract Amount &amp; Date</b>	\$13,824,82.32	1/18/2016	
<b>Notice to Proceed Date</b>			
<b>Estimated Completion Date</b>	7/31/2017		
<b>Pay Period</b>	to		
<b>Pay Request Number</b>	37		
<b>Date</b>	11/1/2015		
<b>Contract ID</b>			

**BID ITEMS**

Item No.	Item Code	Description	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
<b>DIVISION 1 - GENERAL</b>							
1,1	1090-D-1000	MOBILIZATION	1	\$2,400,000.00	\$2,400,000.00	1.00	\$2,400,000.00
<b>DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE</b>							
2,1	2010-C-1000	CLEARING & GRUBBING	109	\$50.00	\$5,450.00	160.00	\$8,000.00
2,2	2010-D-1000	TOPSOIL, ON SITE	5,970	\$8.00	\$47,760.00	5,970.00	\$47,760.00
2,3	2010-D-3000	TOPSOIL, CONTRACTOR FURNISH	7,040	\$12.50	\$88,000.00	7,040.00	\$88,000.00
2,4	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	16,989	\$6.50	\$110,428.50	16,989.00	\$110,428.50
2,5	2010-E-1100	EXCAVATION, UNSUITABLE WASTE	13,432	\$8.00	\$107,456.00	10,120.00	\$80,960.00
2,6	2010-E-1100	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	12,174	\$6.50	\$79,131.00	12,174.00	\$79,131.00
2,7	2010-E-1102	SELECT SUBGRADE FILL MATERIAL, CONTRACTOR FURNISH	6,000	\$12.50	\$75,000.00	5,102.00	\$63,775.00
2,8	2010-E-1200	COMPACTION WITH MOISTURE & DENSITY CONTROL	18,174	\$1.00	\$18,174.00	17,276.00	\$17,276.00
2,9	2010-F-1000	BELOW GRADE EXCAVATION (CORE OUT)	9,000	\$7.00	\$63,000.00	5,102.00	\$35,714.00
2,10	2010-G-1008	SUBGRADE PREPARATION, 6 IN.	5,286	\$0.74	\$3,964.50	9,986.00	\$7,489.50
2,11	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	70,960	\$1.25	\$88,700.00	61,319.00	\$76,649.75
2,12	2010-H-1000	GEOGRID	15,000	\$1.25	\$18,750.00	14,785.50	\$18,481.88
2,13	2010-I-1000	MODIFIED SUBBASE	27,535	\$18.80	\$512,151.00	25,930.00	\$482,296.00
2,14	2010-J-1100	REMOVALS, AS PER PLAN	1	\$15,000.00	\$15,000.00	1.00	\$15,000.00
2,15	2010-J-1101	REMOVAL OF UTILITY ACCESS STRUCTURES	13	\$1,600.00	\$20,800.00	14.00	\$22,400.00
2,16	2010-J-1120	RELOCATION OF MAILBOXES	18	\$125.00	\$2,250.00	23.00	\$2,875.00
2,17	2010-J-3000	REMOVAL OF CONCRETE UTILITY DUCT	4,081	\$8.00	\$32,648.00	4,081.00	\$32,648.00
2,18	2010-J-3000	REMOVAL OF WATER MAIN	496	\$10.00	\$4,960.00	465.50	\$4,655.00
<b>DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION</b>							
3,1	3010-C-1000	TRENCH FOUNDATION	1,200	\$23.00	\$27,600.00	391.81	\$9,011.63
<b>DIVISION 4 - SEWERS AND DRAINS</b>							
4,1	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8 IN.	332	\$43.00	\$14,276.00	319.00	\$13,717.00
4,2	4010-A-1010	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 10 IN.	529	\$40.00	\$21,160.00	529.00	\$21,160.00
4,3	4010-A-1012	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 12 IN.	22	\$90.00	\$1,980.00	35.00	\$3,150.00
4,4	4010-A-1015	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 15 IN.	52	\$73.00	\$3,796.00	52.00	\$3,796.00
4,5	4010-A-2016	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, CLASS 58, 16 IN.	115	\$156.00	\$17,940.00	141.00	\$21,996.00
4,6	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, PVC, 4 IN.	15	\$180.00	\$2,700.00	48.00	\$8,640.00
4,7	SPECIAL	SANITARY SEWER SERVICE, REPAIR	18	\$2,500.00	\$45,000.00	18.00	\$45,000.00
4,8	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	2,797	\$65.00	\$181,905.00	2836.00	\$171,340.00
4,9	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	830	\$75.00	\$62,250.00	981.00	\$74,325.00
4,10	4020-A-1338	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	618	\$90.00	\$55,620.00	618.00	\$55,620.00
4,11	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	298	\$121.00	\$36,058.00	298.00	\$36,058.00
4,12	4020-A-1346	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN.	988	\$135.00	\$133,470.00	968.00	\$130,680.00
4,13	4020-A-1354	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	373	\$155.00	\$57,815.00	373.00	\$57,815.00

4.14	4020-A-1360	STORM SEWER, TRENCHED, RCP, CLASS III, 60 IN.	700	\$210.00	\$147,000.00	700.00	\$147,000.00
4.15	4020-A-1366	STORM SEWER, TRENCHED, RCP, CLASS III, 66 IN.	1,146	\$250.00	\$286,500.00	1169.00	\$282,250.00
4.16	4020-A-1312	STORM SEWER, TRENCHED, RCP, CLASS V, 12 IN.	14	\$52.00	\$728.00	15.00	\$780.00
4.17	4020-A-1315	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	2,109	\$54.00	\$113,886.00	2,135.00	\$115,280.00
4.18	4020-A-1318	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	1,795	\$58.00	\$104,110.00	1,787.00	\$104,226.00
4.19	4020-A-2012	STORM SEWER, TRENCHED, PVC, 12 IN.	267	\$48.00	\$12,816.00	264.00	\$12,672.00
4.20	4020-C-1000	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	7,288	\$8.00	\$58,388.00	12211.30	\$97,690.40
4.21	4020-C-2000	REMOVAL STORM SEWER PIPE GREATER THAN 36 IN.	2,458	\$10.00	\$24,580.00	2472.00	\$24,720.00
4.22	4020-E-1000	SANITARY OR STORM SEWER ABANDONMENT, FILL AND PLUG	1,121	\$40.00	\$44,840.00	1354.00	\$54,160.00
4.23	4030-B-1312	PIPE APRON, CMP, 15 IN.	1	\$170.00	\$170.00	1.00	\$170.00
4.24	4030-B-1315	PIPE APRON, CONCRETE, 15 IN.	3	\$1,200.00	\$3,600.00	3.00	\$3,600.00
4.25	SPECIAL	BEND, HORIZONTAL, 60" DIA. RCP	1	\$1,400.00	\$1,400.00	1.00	\$1,400.00
4.26	SPECIAL	BEND, HORIZONTAL, 66" DIA. RCP	1	\$1,500.00	\$1,500.00	4.00	\$6,000.00
4.27	4040-A-1006	SUBDRAIN, HDPE, CASE B, 6 IN.	19,646	\$11.50	\$225,929.00	20041.00	\$230,471.50
4.28	4040-A-2000	SUBDRAIN, HDPE, UNSPECIFIED DIA.	500	\$32.50	\$16,250.00	25.00	\$812.50
4.29	4040-C-1000	SUBDRAIN CLEANOUT, TYPE B	3	\$420.00	\$1,260.00	3.00	\$1,260.00
4.30	4040-D-1010	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	189	\$250.00	\$47,250.00	198.00	\$49,000.00
4.31	4060-B-1000	VIDEO INSPECTION OF SANITARY AND STORM SEWER	1	\$38,000.00	\$38,000.00	1.00	\$38,000.00
<b>DIVISION 5 - WATER MAIN AND APPURTENANCES</b>							
5.1	5010-A-1004	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 4 IN.	70	\$84.00	\$5,880.00	0.00	\$0.00
5.2	5010-A-1006	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 6 IN.	242	\$64.00	\$15,488.00	346.50	\$22,176.00
5.3	5010-A-1006	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 6 IN.	244	\$78.00	\$19,032.00	0.00	\$0.00
5.4	5010-A-1008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 8 IN.	1,105	\$60.00	\$66,300.00	1105.00	\$66,300.00
5.5	5010-A-1008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 8 IN.	1,150	\$74.00	\$85,100.00	0.00	\$0.00
5.6	5010-A-1012	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 12 IN.	4,257	\$77.00	\$327,789.00	4257.00	\$327,789.00
5.7	5010-A-1012	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 12 IN.	988	\$92.00	\$90,896.00	0.00	\$0.00
5.8		GASKETS, SPECIAL, WATER MAIN, 8 IN.	5	\$15.00	\$75.00	20.00	\$300.00
5.9		GASKETS, SPECIAL, WATER MAIN, 8 IN.	10	\$20.00	\$200.00	24.00	\$480.00
5.10	SUPPLEMENTAL	GASKETS, SPECIAL, WATER MAIN, 12 IN.	100	\$35.00	\$3,500.00	86.00	\$3,010.00
5.11	5010-C-2000	WATER MAIN FITTINGS	7,827	\$8.00	\$62,616.00	14077.00	\$112,816.00
5.12	5010-D-1001	WATER SERVICE CONNECTION, COPPER, 1 IN.	13	\$910.00	\$11,830.00	14.00	\$12,740.00
5.13	5010-D-1002	WATER SERVICE CONNECTION, COPPER, 2 IN.	23	\$1,900.00	\$43,700.00	8.00	\$11,400.00
5.14	5010-A-1001	WATER SERVICE LINE, COPPER, 1 IN.	482	\$25.00	\$12,050.00	463.00	\$11,575.00
5.15	5010-A-1002	WATER SERVICE LINE, COPPER, 2 IN.	1,036	\$38.00	\$39,368.00	132.00	\$5,016.00
5.16	5010-A-2002	WATER SERVICE SLEEVE, PVC, 2 IN.	200	\$20.00	\$4,000.00	0.00	\$0.00
5.17	5010-A-2003	WATER SERVICE SLEEVE, PVC, 3 IN.	400	\$24.00	\$9,600.00	69.00	\$1,656.00
5.18	5020-A-1004	VALVE, GATE, 4 IN.	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
5.19	5020-A-1006	VALVE, GATE, 6 IN.	5	\$1,300.00	\$6,500.00	7.00	\$9,100.00
5.20	5020-A-1008	VALVE, GATE, 8 IN.	12	\$1,750.00	\$21,000.00	14.00	\$24,500.00
5.21	5020-A-1012	VALVE, GATE, 12 IN.	26	\$2,800.00	\$67,500.00	21.00	\$54,600.00
5.22	SUPPLEMENTAL	REMOVAL OF FIRE HYDRANT ASSEMBLY	8	\$400.00	\$3,200.00	8.00	\$3,200.00
5.23	5020-C-1000	FIRE HYDRANT ASSEMBLY	23	\$4,400.00	\$101,200.00	20.00	\$88,000.00
5.24	SUPPLEMENTAL	RELOCATION OF WATER MAIN	2	\$2,900.00	\$5,800.00	3.00	\$9,700.00
5.25	SUPPLEMENTAL	RELOCATION OF WATER SERVICES	12	\$771.00	\$9,252.00	0.00	\$0.00
<b>DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER</b>							
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	10	\$4,000.00	\$40,000.00	10.00	\$40,000.00
6.2	6010-A-2048	MANHOLE REPAIR, SANITARY SEWER, SW-301, 48 IN.	2	\$2,000.00	\$4,000.00	2.00	\$4,000.00
6.3	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	9	\$3,500.00	\$31,500.00	8.00	\$28,000.00
6.4	6010-A-1560	MANHOLE, STORM SEWER, SW-401, 60 IN.	3	\$6,600.00	\$19,800.00	4.00	\$26,400.00
6.5	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	3	\$7,850.00	\$23,550.00	3.00	\$23,550.00
6.6	6010-A-1584	MANHOLE, STORM SEWER, SW-401, 84 IN.	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00
6.7	6010-A-1596	MANHOLE, STORM SEWER, SW-401, 96 IN.	4	\$14,500.00	\$58,000.00	4.00	\$58,000.00
6.8	6010-A-1672	MANHOLE, STORM SEWER, SW-402, 6' x 8'	1	\$4,000.00	\$4,000.00	2.00	\$8,000.00
6.9	6010-A-1684	MANHOLE, STORM SEWER, SW-402, 7' x 7'	1	\$5,750.00	\$5,750.00	1.00	\$5,750.00
6.10	6010-A-1772	MANHOLE, STORM SEWER, SW-403, 6' x 8'	3	\$7,100.00	\$21,300.00	3.00	\$21,300.00
6.11	6010-A-1784	MANHOLE, STORM SEWER, SW-403, 7' x 7'	1	\$7,300.00	\$7,300.00	1.00	\$7,300.00
6.12	6010-A-1948	MANHOLE, STORM SEWER, SW-405, 48 IN.	6	\$5,200.00	\$31,200.00	7.00	\$36,400.00
6.13	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	17	\$3,200.00	\$54,400.00	17.00	\$54,400.00
6.14	6010-B-1502	INTAKE, SW-502, 48 IN.	5	\$3,500.00	\$17,500.00	5.00	\$17,500.00
6.15	6010-B-1502	INTAKE, SW-502, 60 IN.	2	\$5,700.00	\$11,400.00	2.00	\$11,400.00
6.16	6010-B-1502	INTAKE, SW-502, 72 IN.	2	\$7,000.00	\$14,000.00	2.00	\$14,000.00
6.17	6010-B-1502	INTAKE, SW-502, 96 IN.	3	\$16,500.00	\$49,500.00	3.00	\$49,500.00
6.18	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	16	\$4,900.00	\$78,400.00	17.00	\$83,300.00
6.19	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503 MOD. 1	7	\$8,800.00	\$61,600.00	6.00	\$40,800.00
6.20	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	30	\$4,000.00	\$120,000.00	31.00	\$124,000.00


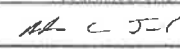
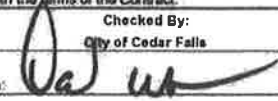
6,21	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505 MOD, 1	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00
6,22	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	10	\$5,800.00	\$58,000.00	10.00	\$58,000.00
6,23	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD, 1	3	\$8,200.00	\$24,600.00	3.00	\$24,600.00
6,24	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD, 2, 72 IN.	5	\$9,500.00	\$47,500.00	5.00	\$47,500.00
6,25	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD, 2, 96 IN.	1	\$11,500.00	\$11,500.00	0.00	\$0.00
6,26	SPECIAL	INTAKE, TRIPLE GRATE	3	\$6,000.00	\$18,000.00	3.00	\$18,000.00
6,27	SPECIAL	INTAKE, TRIPLE GRATE WITH MANHOLE	1	\$9,400.00	\$9,400.00	1.00	\$9,400.00
6,28	6010-B-1511	INTAKE, RECTANGULAR AREA, SW-511	3	\$2,800.00	\$8,400.00	3.00	\$8,400.00
6,29	6010-B-1512	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 24 IN.	2	\$1,300.00	\$2,600.00	3.00	\$3,900.00
6,30	6010-B-1512	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 30 IN.	1	\$1,700.00	\$1,700.00	1.00	\$1,700.00
6,31	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	14	\$1,200.00	\$16,800.00	6.00	\$7,200.00
6,32	6010-F-1001	MANHOLE/INTAKE ADJUSTMENT, MINOR	11	\$800.00	\$8,800.00	20.00	\$16,000.00
6,33	6010-G-2000	CONNECTION TO EXISTING SANITARY MANHOLE	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00
6,34	6010-H-1000	REMOVE MANHOLE OR INTAKE	117	\$280.00	\$32,760.00	126.00	\$35,280.00
6,35	SPECIAL	TEMPORARY CONNECTIONS TO EXISTING STORM SEWER	5	\$4,300.00	\$21,500.00	7.00	\$30,100.00
6,36	SPECIAL	PARTIAL INTAKE/MANHOLE CONSTRUCTION	15	\$500.00	\$7,500.00	3.00	\$1,500.00
<b>DIVISION 7 - STREETS &amp; RELATED WORK</b>							
7,1	7010-A-1000	PAVEMENT, PCC, CLASS C, 9 IN.	21,575	\$43.55	\$939,591.25	22086.82	\$961,010.05
7,2	7010-A-1010	PAVEMENT, PCC, CLASS C, 10 IN.	34,864	\$46.00	\$1,603,744.00	35573.52	\$1,636,381.92
7,3	7010-A-1011	PAVEMENT, PCC, CLASS C, REINFORCED, 10 IN.	677	\$87.00	\$58,899.00	703.10	\$61,169.70
7,4	7010-E-1007	CURB AND GUTTER, PCC, VARIABLE WIDTH, 7 IN.	2,742	\$21.00	\$57,582.00	2345.00	\$49,245.00
7,5	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN.	308	\$55.00	\$16,940.00	364.60	\$20,053.00
7,6	7010-G-2000	CONCRETE MEDIAN, DOWELLED	80	\$180.00	\$14,400.00	0.00	\$0.00
7,7	7030-A-1000	REMOVAL, SIDEWALK, TRAIL AND DRIVEWAY	10,144	\$4.25	\$43,112.00	10150.00	\$43,137.48
7,8	7030-C-1006	SHARED USE PATH, PCC, 6 IN.	6,382	\$29.50	\$188,269.00	6382.00	\$188,269.00
7,9	7030-C-2006	SHARED USE PATH, REINFORCED PCC, 8 IN.	100	\$43.50	\$4,350.00	107.10	\$4,658.85
7,10	7030-E-1005	BIDEWALK, PCC, 5 IN.	2,296	\$28.50	\$65,436.00	2372.11	\$67,605.14
7,11	7030-E-1006	SIDEWALK RAMP, PCC, 6 IN.	989	\$39.50	\$39,065.50	1002.45	\$39,566.76
7,12	7030-G-1000	DETECTABLE WARNINGS	1,312	\$28.00	\$36,736.00	1312.00	\$36,736.00
7,13	7030-H-1007	DRIVEWAY, PCC, 7 IN.	5,485	\$28.00	\$159,085.00	5443.50	\$157,661.50
7,14	7030-H-2007	BUS STOP, REINFORCED PCC, 7 IN.	408	\$42.50	\$17,340.00	414.17	\$17,602.00
7,15	7040-H-1000	REMOVAL, ROADWAY PAVEMENT	78,592	\$3.50	\$278,572.00	79481.00	\$278,183.50
7,16	7040-I-1000	REMOVAL, CURB AND GUTTER	25	\$300.00	\$7,500.00	26.91	\$8,073.00
7,17	SUPPLEMENTAL	SAWCUT	16,345	\$5.00	\$81,725.00	18393.00	\$91,965.00
7,18	SUPPLEMENTAL	PAVEMENT GRINDING	1,731	\$6.00	\$10,386.00	0.00	\$0.00
7,19	2304-0101000	TEMPORARY PAVEMENT	10,487	\$54.90	\$575,736.30	10419.33	\$572,021.22
7,20	2304-0101000	TRANSITION PAVEMENT	1,578	\$58.90	\$92,944.20	1423.00	\$83,814.70
<b>DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL</b>							
8,1	2528-8445110	TRAFFIC CONTROL	1	\$85,000.00	\$85,000.00	1.00	\$85,000.00
8,2	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	950	\$15.00	\$14,250.00	1150.00	\$17,250.00
8,3	2528-8400157	TEMPORARY FLOODLIGHTING LUMINAIRE	12	\$2,750.00	\$33,000.00	4.00	\$11,000.00
8,4	2528-8445113	FLAGGER	25	\$475.00	\$11,875.00	1.50	\$712.50
8,5	2528-9109020	TEMPORARY LANE SEPARATION SYSTEM	2,030	\$7.00	\$14,210.00	1110.00	\$7,770.00
8,6	SUPPLEMENTAL	TEMPORARY BUSINESS ACCESS SIGN	34	\$150.00	\$5,100.00	107.00	\$16,050.00
8,7	2528-9290060	PORTABLE DYNAMIC MESSAGE SIGN	435	\$50.00	\$21,750.00	219.00	\$10,950.00
8,8	SPECIAL	TEMPORARY TRAFFIC SIGNALS	4	\$25,000.00	\$100,000.00	4.00	\$100,000.00
8,9	SPECIAL	PEDESTRIAN FLASHING CROSSING	1	\$16,500.00	\$16,500.00	1.00	\$16,500.00
8,10	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	5	\$3,875.00	\$19,375.00	5.00	\$19,375.00
<b>DIVISION 9 - SITEWORK AND LANDSCAPING</b>							
9,1	9010-B-1100	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERM, LAWN MIXTURE)	10	\$3,484.80	\$34,848.00	14.93	\$52,042.00
9,2	9010-B-1400	HYDRAULIC SEED, FERT. & MULCH, TYPE 4 (URBAN TEMP, EROSION CONTROL MIX)	10	\$1,742.10	\$17,421.00	0.00	\$0.00
9,3	9010-D-1000	WATERING	922	\$15.45	\$14,244.90	229.00	\$3,536.09
9,4	9010-E-1000	WARRANTY	1	\$5,075.00	\$5,075.00	1.00	\$5,075.00
9,5	9020-A-1000	BODDING	256	\$44.00	\$11,264.00	186.00	\$8,624.00
9,6	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	1	\$15,000.00	\$15,000.00	1.00	\$16,000.00
9,7	9040-D-1012	FILTER SOCKS, 12 IN.	5,000	\$3.29	\$16,250.00	4038.00	\$13,123.50
9,8	9040-D-2012	FILTER SOCKS, 12 IN., MAINTENANCE AND REMOVAL	5,000	\$0.50	\$2,500.00	4038.00	\$2,018.00

9,9	9040-E-1001	TEMPORARY ROLLED EROSION CONTROL PRODUCTS	206	\$15,54	\$3,203,30	246,00	\$3,825,30
9,10	9040-N-1000	SILT FENCE	9,958	\$2,00	\$19,916,00	2090,00	\$4,180,00
9,11	9040-N-3000	SILT FENCE, REMOVAL	7,340	\$0,50	\$3,670,00	1548,00	\$774,00
9,12	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	10	\$1,742,40	\$17,424,00	4,34	\$7,562,02
9,13	9040-T-1000	INLET PROTECTION DEVICE	172	\$150,00	\$25,800,00	230,00	\$34,500,00
9,14	9060-A-1040	CHAIN LINK FENCE, 48 IN.	331	\$21,99	\$7,285,45	338,00	\$7,418,10
9,15	9060-A-1060	CHAIN LINK FENCE, 60 IN.	450	\$25,95	\$11,677,50	450,00	\$11,677,50
9,16	9060-E-1000	REMOVAL OF FENCE	508	\$10,00	\$5,080,00	630,00	\$6,300,00
9,17	9060-F-1000	CHAIN LINK FENCE, TEMPORARY	450	\$15,00	\$6,750,00	450,00	\$6,750,00
9,18	9070-A-1000	RETAINING WALLS	1,800	\$22,69	\$40,842,00	1980,00	\$44,472,40
9,19	SUPPLEMENTAL	REMOVAL OF STREET LIGHTING	54	\$565,00	\$30,510,00	53,00	\$29,945,00
9,20	SUPPLEMENTAL	LIGHTING	1	\$422,619,00	\$422,619,00	1,00	\$422,619,00
9,21	SPECIAL	LANDSCAPING	1	\$845,000,00	\$845,000,00	1,00	\$845,000,00
<b>DIVISION 10 - DEMOLITION</b>							
10,1	1010-A-1000	DEMOLITION OF BUILDING	1	\$6,100,00	\$6,100,00	1,00	\$6,100,00
<b>DIVISION 11 - MISCELLANEOUS</b>							
11,1	2520-3350015	FIELD OFFICE	1	\$15,000,00	\$15,000,00	1,00	\$15,000,00
<b>DIVISION 12 - STRUCTURES</b>							
12,1	2401-8745910	SIGNING, REMOVAL AND SALVAGE	1	\$1,500,00	\$1,500,00	1,00	\$1,500,00
12,2	2524-9276010	POSTS FOR SIGNS, STEEL	2,088	\$10,00	\$20,880,00	2096,00	\$20,960,00
12,3	2524-9276021	ANCHOR POSTS, STEEL	165	\$35,00	\$5,775,00	166,00	\$5,810,00
12,4	2524-9325001	TYPE A SIGNS	1,317	\$17,00	\$22,389,00	1316,75	\$22,384,75
12,5	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE	595	\$39,00	\$23,205,00	795,00	\$31,005,00
12,6	2527-9263137	PAINTED SYMBOLS & LEGENDS, WATERBORNE	120	\$80,00	\$9,600,00	153,00	\$12,240,00
12,7	2527-9263131	REMOVABLE TAPE MARKINGS, WET RETROFLECTIVE	169	\$115,00	\$19,435,00	103,33	\$11,882,95
12,8	2527-9263160	PAVEMENT MARKINGS REMOVED	156	\$32,00	\$5,000,00	281,89	\$8,380,46
<b>DIVISION 13 - CULVERT</b>							
13,1	2402-0425031	GRANULAR BACKFILL	278	\$20,00	\$5,560,00	402,99	\$8,059,80
13,2	2402-2720000	EXCAVATION, CLASS 20	165	\$10,00	\$1,650,00	165,00	\$1,650,00
13,3	2403-0100020	STRUCTURAL CONCRETE (RCB)	79	\$1,030,00	\$81,473,00	79,10	\$81,473,00
13,4	2404-7775000	REINFORCING STEEL	13,247	\$0,01	\$132,47	13247,00	\$132,47
13,5	2507-3250005	ENGINEERING FABRIC	533	\$3,50	\$1,865,50	533,00	\$1,865,50
13,6	2507-6000061	REVTMENT, CLASS E	471	\$37,00	\$17,441,60	498,58	\$18,446,72
13,7	2519-1001000	FENCE, CHAIN LINK, VINYL COATED	47	\$153,99	\$7,204,86	46,80	\$7,204,86
13,8	2589-9899020	GRANULAR BEDDING	52	\$20,00	\$1,040,00	94,90	\$1,890,00
<b>CHANGE ORDER 1</b>							
CO 4,05		Sanitary Sewer Gravity Main, Trenched, DIP, CL 56, 16-inch	60	\$156,00	\$9,360,00	60,00	\$9,360,00
CO 4,32		Removal of Sanitary Sewer Pipe	465	\$13,20	\$6,006,00	497,00	\$6,560,40
<b>CHANGE ORDER 2</b>							
CO 6,25		Intake, Double grate with Manhole, SW-506, MOD, 2, 96-inch (Delete)	1	-\$11,500,00	-\$11,500,00	0,00	\$0,00
<b>CHANGE ORDER 3</b>							
CO 5,01		Water Main, Trenched, DIP, Restrained Joint, 4-inch	-70	\$84,00	-\$5,880,00	0,00	\$0,00
CO 5,01A		Gasket, Field Lok, Water Main, 4-inch	4	\$60,50	\$242,00	0,00	\$0,00
CO 5,01B		Gasket, Field Lok, Water Main, 8-inch	13	\$77,00	\$1,001,00	12,00	\$924,00
CO 5,01C		Gasket, Field Lok, Water Main, 8-inch	58	\$104,50	\$6,061,00	18,00	\$1,881,00
CO 5,01D		Gasket, Field Lok, Water Main, 12-inch	50	\$203,50	\$10,175,00	42,00	\$8,547,00
CO 5,01E		Water Main, Trenched, DIP, 4-inch	70	\$66,00	\$4,620,00	8,00	\$528,00
CO 5,02		Water Main Trenched, DIP, 6-inch	244	\$64,00	\$15,616,00	244,00	\$15,616,00
CO 5,03		Water Main, Trenched, DIP, Restrained Joint, 6-inch	-244	\$78,00	-\$19,032,00	0,00	\$0,00
CO 5,04		Water Main, Trenched, DIP, 8-inch	1,150	\$80,00	\$92,000,00	436,00	\$34,880,00
CO 5,05		Water Main, Trenched, DIP, Restrained Joint, 8-inch	-1,150	\$74,00	-\$85,100,00	0,00	\$0,00
CO 5,06		Water Main, Trenched, DIP, 12-inch	988	\$77,00	\$76,076,00	947,00	\$72,919,00
CO 5,07		Water Main, Trenched, DIP, Restrained Joint, 12-inch	-988	\$92,00	-\$90,896,00	0,00	\$0,00
<b>CHANGE ORDER 4</b>							
CO 2,01A		Clearing and Grubbing (A)	5	\$137,50	\$687,50	5,00	\$687,50
CO 4,07A		Strongback Ferroc C-Collars	16	\$275,00	\$4,400,00	0,00	\$0,00
CO 4,07B		Strongback Ferroc C-Collars at Existing Main	10	\$440,00	\$4,400,00	0,00	\$0,00
CO 4,28A		Wells Fargo Roof Drain Connection	1	\$5,500,00	\$5,500,00	1,00	\$5,500,00
CO 10,02		Demolition of Garage	1	\$3,520,00	\$3,520,00	1,00	\$3,520,00
CO 10,03		Disposal of Garage	10	\$44,00	\$440,00	8,56	\$378,64
<b>CHANGE ORDER 5</b>							

CO 4,07C	Sanitary Sewer Repair Downtime	1	\$1,650.00	\$1,650.00	1.00	\$1,650.00
CO 4,32	Storm Sewer, Non-perforated, 24" DHPE dual wall	200	\$77.00	\$15,400.00	166.00	\$14,245.00
CO 6,01A	Sanitary Sewer Manhole Core Drill	3	\$440.00	\$1,320.00	3.00	\$1,320.00
CO 6,01B	Sanitary sewer Manhole Barrel Section	4	\$154.00	\$616.00	4.00	\$616.00
CO 6,01C	Sanitary Sewer Manhole Invert	1	\$275.00	\$275.00	1.00	\$275.00
CO 6,01D	Sanitary Sewer Linkseal	3	\$220.00	\$660.00	3.00	\$660.00
CO 6,08A	Intake, SW-402, Top Only	1	\$2,200.00	\$2,200.00	1.00	\$2,200.00
CO 6,13A	Intake, SW 502, Top Only	1	\$2,750.00	\$2,750.00	1.00	\$2,750.00
CO 8,11	Remove and Reinstall Temporary Signal Pole	1	\$2,750.00	\$2,750.00	1.00	\$2,750.00
CO 8,20	Lighting (Deduct)	1	-\$55,903.14	-\$55,903.14	1.00	-\$55,903.14
CO 9,20A	Light Pole Relocate	1	\$1,650.00	\$1,650.00	1.00	\$1,650.00
CO 11,1	Field Office (Deduct)	1	-\$1,500.00	-\$1,500.00	1.00	-\$1,500.00
CO 12,01A	Reinstall Sign Relocate	3	\$1,100.00	\$3,300.00	3.00	\$3,300.00
<b>CHANGE ORDER 6</b>						
CO 7,21	Temporary Shoulder	1	\$2,848.25	\$2,848.25	1.00	\$2,848.25
CO 8,11	Conduit Repair	1	\$1,842.00	\$1,842.00	1.00	\$1,842.00
CO 10,04	Demolition & Disposal of Clarion Inn Sign Footing	1	\$6,572.50	\$6,572.50	1.00	\$6,572.50
<b>CHANGE ORDER 7</b>						
CO 9,22	Wood Sinter and River Rock	800	\$2.25	\$1,760.00	350.00	\$770.00
CO 9,23	Repair of Private Underground Line for Billboard (Holiday South)	1	\$1,813.00	\$1,813.00	1.00	\$1,813.00
CO 9,24	Arrigos's Light Pole Relocation	1	\$1,320.00	\$1,320.00	1.00	\$1,320.00
CO 9,20A	Lighting	1	\$9,434.25	\$9,434.25	1.00	\$9,434.25
<b>CHANGE ORDER 8</b>						
CO 6,37	Sanitary Sewer Main Repair	1	\$1,705.00	\$1,705.00	1.00	\$1,705.00
CO 7,22	Cold Patch	1	\$1,200.00	\$1,200.00	1.00	\$1,200.00
CO 8,12	R6-5P Signs	7	\$176.00	\$1,232.00	7.00	\$1,232.00
CO 8,13	Core Drilling for Signs	2	\$550.00	\$1,100.00	2.00	\$1,100.00
CO 8,01 A	Traffic Control	1	\$3,025.00	\$3,025.00	1.00	\$3,025.00
CO 8,01 B	Traffic Control	1	\$500.00	\$500.00	1.00	\$500.00
<b>CHANGE ORDER 9</b>						
CO 5,28	8" Live Tap	1	\$1,540.00	\$1,540.00	1.00	\$1,540.00
CO 9,20C	Relocation of Light Pole Footings	7	\$1,320.00	\$9,240.00	7.00	\$9,240.00
CO 9,25	Landscaping Deduct	1	-\$3,300.00	-\$3,300.00	0.00	\$0.00
CO 9,26	Median Paver Edge Restraint	160	\$26.00	\$4,480.00	150.00	\$4,200.00
<b>CHANGE ORDER 10</b>						
CO 2,18	Backfill/Restore Area	1	\$475.00	\$475.00	1.00	\$475.00
CO 7,02A	Pavement, PCC, Class C, 10 IN	86	\$80.00	\$6,280.00	86.00	\$5,280.00
CO 7,05A	Concrete Median Paved, 6 IN	3	\$200.00	\$600.00	3.00	\$600.00
CO 7,15A	Removal, Roadway Pavement	89	\$18.00	\$1,242.00	89.00	\$1,242.00
CO 7,15B	Removal, Median Pavement	6	\$56.00	\$336.00	6.00	\$336.00
CO 7,16A	Removal, Curb and Gutter	36	\$15.00	\$540.00	36.00	\$540.00
CO 7,17A	Sawcut	177	\$5.00	\$885.00	177.00	\$885.00
CO 7,23	Curb and Gutter PCC, Variable Width, 9 IN	31	\$70.00	\$2,170.00	31.00	\$2,170.00
CO 7,24	Remove/Replace Sidewalk	30	\$20.00	\$600.00	30.00	\$600.00
CO 8,01C	Traffic Control	1	\$1,750.00	\$1,750.00	1.00	\$1,750.00
CO 8,14	Relocate H Signs	2	\$75.00	\$150.00	2.00	\$150.00
CO 8,01A	Type 1 Seed	1	\$700.00	\$700.00	1.00	\$700.00
CO 9,22A	River Rock	1	\$790.00	\$790.00	1.00	\$790.00
CO 9,26A	Median Brick Paver Edge Restraint	73	\$28.00	\$2,044.00	73.00	\$2,044.00
CO 12,05A	Painted Pavement Markings	1	\$275.00	\$275.00	1.00	\$275.00
<b>CHANGE ORDER 11</b>						
	Reconciliation of Estimated Quantities (No Financial Change to Payment Amounts)	1	-\$176,202.81	-\$176,202.81	0.00	\$0.00
<b>CHANGE ORDER 12</b>						
CO 1,2	Mobilization	1	\$1,150.00	\$1,150.00	1.00	\$1,150.00
CO 2,20	Regrade and Topsoil	1	\$860.00	\$860.00	1.00	\$860.00
CO 6,28	SW-512 Intake and Storm Sewer Installation	1	\$5,750.00	\$5,750.00	1.00	\$5,750.00
CO 7,25	PCC Sidewalk Removal and Replacement	8	\$140.00	\$840.00	8.00	\$840.00
CO 9,27	Seeding	1	\$1,035.00	\$1,035.00	1.00	\$1,035.00
CO 9,28	Custom Glass for Bus Shelters	1	\$4,317.50	\$4,317.50	1.00	\$4,317.50
<b>STOCKPILE MATERIAL</b>						
	See attached documentation for breakdown.					
<b>TOTAL</b>						<b>\$13,706,826.37</b>

PAY REQUEST SUMMARY			
	Total Approved	Total Completed	
Contract Price	\$13,824,462.32	\$13,705,825.37	
Approved Change Order 1	\$15,366.00		
Approved Change Order 2	-\$11,500.00		
Approved Change Order 3	-\$18,117.00		
Approved Change Order 4	\$16,947.50		
Approved Change Order 5	-\$24,832.14		
Approved Change Order 6	\$11,062.75		
Approved Change Order 7	\$14,127.25		
Approved Change Order 8	\$8,762.00		
Approved Change Order 9	\$11,960.00		
Approved Change Order 10	\$17,837.00		
Approved Change Order 11	-\$176,202.81		
Approved Change Order 12	\$13,952.50		
Revised Contract Price	\$13,705,825.37	\$13,705,825.37	
Materials Stored		\$0.00	
Remaining Retainage	0.0%	\$0.00	
Total Earned Less Retainage		\$13,705,825.37	
Total Previously Approved (list each)	Pay Request 1-8	\$4,792,667.81	
	Pay Request 9	\$285,462.18	
	Pay Request 10	\$398,799.14	
	Pay Request 11	\$729,577.10	
	Pay Request 12	\$403,891.87	
	Pay Request 13	\$431,815.63	
	Pay Request 14	\$506,723.55	
	Pay Request 15	\$155,715.48	
	Pay Request 16	\$380,512.72	
	Pay Request 17	\$348,305.90	
	Pay Request 18	\$60,196.14	
	Pay Request 19	\$1,410,752.04	
	Pay Request 20	\$124,008.65	
	Pay Request 21	\$60,191.12	
	Pay Request 22	\$197,455.99	
	Pay Request 23	\$0.00	
	Pay Request 24	\$242,820.43	
	Pay Request 25	\$172,855.75	
	Pay Request 26	\$264,643.89	
	Pay Request 27	\$230,566.71	
	Pay Request 28	\$291,918.80	
	Pay Request 29	\$296,394.91	
	Pay Request 30	\$137,396.74	
	Pay Request 31	\$276,196.29	
	Pay Request 32	\$500,990.73	
	Pay Request 33	\$149,837.37	
	Pay Request 34	\$638,897.59	
	Pay Request 35	\$194,273.55	
	Pay Request 36	\$13,952.50	
	Total Previously Approved		\$13,685,825.37
	Amount Due This Request (Final Retainage Release)		\$20,000.00
	Percent Complete		100.00%
	Percent of Contract Period Utilized (In Calendar Days, Based on Start Date and 2017 Completion Date)		100.0%

The amount **\$20,000.00** is recommended for approval for payment in accordance with the terms of the Contract.

Contractor:	Recommended By:	Checked By:
K. Cunningham Construction Co., Inc.	Foth Infrastructure	City of Cedar Falls
Signature: 	Signature: 	Signature: 
Name: Joe Owen	Name: Adam C. Juel, P.E.	Name: David Wicke, P.E.
Title: Vice President	Title: Lead Civil Engineer	Title: City Engineer
Date: 11/8/19	Date: November 1st, 2019	Date:

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

---

Subcontractor/Supplier

Dated: April 12, 2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Sue McCoy A/R Manatts Inc

Lienor or Claimant

4-12-18

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

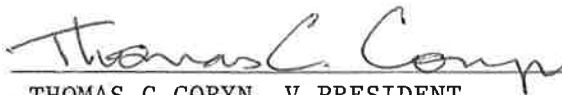
And furnished in the execution and fulfillment of contract between  
Said Contractor and

UTILITY EQUIPMENT CO INC

Subcontractor/Supplier

Dated: APRIL 12, 2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:



THOMAS C CORYN, V. PRESIDENT  
Lienor or Claimant

APRIL 12, 2018

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

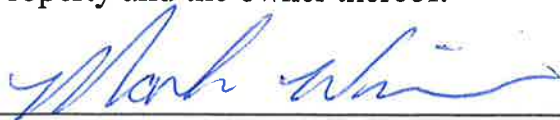
And furnished in the execution and fulfillment of contract between  
Said Contractor and

WIESER CONCRETE

Subcontractor/Supplier

Dated: 4-12-18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:



Lienor or Claimant

4-12-18

Date Signed

*Handwritten initials/signature in blue ink.*

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

*SENT 10-2-17*

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

WIESER CONCRETE

Subcontractor/Supplier

Dated: 10-2-17

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

*Handwritten signature in blue ink.*

Lienor or Claimant

10-2-17

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

For terra

Subcontractor/Supplier

Dated: 4-12-2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Jm Sky

Lienor or Claimant

4-12-2018

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

BMC Aggregates L.C.

Subcontractor/Supplier

Dated: 4/13/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

[Signature]

Lienor or Claimant Managing Member

4/13/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

Progressive Structures, LLC

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

Wieser Precast, Inc

Subcontractor/Supplier

Dated: 10/2/2017

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

Cynthia L Maxwell, President

Lienor or Claimant

10/2/2017

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K. Cunningham Construction Co., Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Aspro, Inc.

Subcontractor/Supplier

Dated: 09/28/17

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

MgDabovis

Lienor or Claimant

09/28/17

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Cedar Falls Construction Co., Inc.

Subcontractor/Supplier

Dated: 7/27/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

*Joshua Budke*

Lienor or Claimant

7/27/18

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Construction Materials Testing

Subcontractor/Supplier

Dated: Sept 5 2019

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

*[Signature]*  
Lienor or Claimant

9-5-19

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K. Cunningham Construction Co., Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Bowers Masonry, Inc.

Subcontractor/Supplier

Dated: 9-29-17

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Michael M Bowers / President

Lienor or Claimant

9/30/17

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Bowers Masonry, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Benton's Ready Mixed Concrete

Subcontractor/Supplier

Dated: 9-29-17

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Charles Benton / President

Lienor or Claimant

9-30-17

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K. Cunningham Construction Co., Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Reconstruction – Phase 1  
Grove Street to McClain Drive Project  
City of Cedar Falls, IA

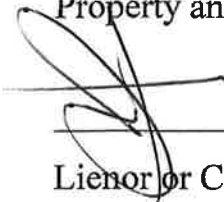
And furnished in the execution and fulfillment of contract between  
Said Contractor and

K&W Electric, Inc.

Subcontractor/Supplier

Dated: 10-12-17

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:



\_\_\_\_\_  
Lienor or Claimant

10-12-17

Date Signed

WAIVER AND RELEASE OF LIEN

ITEM 20.

WHEREAS, the undersigned, **ECHO GROUP INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$1,476.60** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 29 day of Septemb-2, 2017.

**ECHO GROUP INC**  
(Supplier or Subcontractor)  
By: [Signature]  
Title: Credit Manager

Before me this 29 day of September, 2017

Notary: [Signature]



This amount may or may not include any freight charges.  
Invoice(s): 7175435.001

WAIVER AND RELEASE OF LIEN

ITEM 20.

WHEREAS, the undersigned, GENERAL TRAFFIC CONTROL, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$1,181.83** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 2<sup>nd</sup> day of October, 2017.

**GENERAL TRAFFIC CONTROL**

(Supplier or Subcontractor)

By: Tammy O'Brien

Title: Office Manager

Before me this 2<sup>nd</sup> day of October, 2017

Notary for:  
Tammy Rebecca O'Brien  
only

Notary: Holly J. Reardon  
Holly J. Reardon  
A.S.  
126 Grant  
Spencer IA 51301

This amount may or may not include any freight charges.  
Invoice(s): 17092



WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT-09 REC'D

WHEREAS, the undersigned, IOWA PLAINS SIGNING INC, furnished work, labor, services and/or materials, either directly, or as a subcontractor of K&W ELECTRIC, INC. for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of \$13,551.93 the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 5 day of October, 2017.

IOWA PLAINS SIGNING INC

(Supplier or Subcontractor)

By: [Signature]

Title: Admin. ASH.

Before me this 5 day of October, 2017

Notary: [Signature]

This amount may or may not include any freight charges. Invoice(s): 31204, 32656, 33721, 33638

WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT - 4 REC'D

WHEREAS, the undersigned, **MANATT'S INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$12,586.90** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 29 day of SEPT, 2017.

**MANATT'S INC**

By: [Signature] (Supplier or Subcontractor)

Title: ACCT SUPR

Before me this 29 day of Sept, 2017

Notary: [Signature]



This amount may or may not include any freight charges.

Invoice(s): 819206, 824440, 824155, 824238, 824629, 82581, 825664, 826266, 826767, 826646, 827230, 827003, 828027, 828308, 828580, 829297, 73197, 837674, 837314, 838922, 838613, 840167, 840300, 841176, 841373, 841579, 841764, 843575, 856027, 857452, 864785, 851382



WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT 11 REC'D

WHEREAS, the undersigned, **METRO WIRE & CABLE**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

55027711

In consideration of **\$2,761.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 2<sup>nd</sup> day of October, 2017.

**METRO WIRE & CABLE**

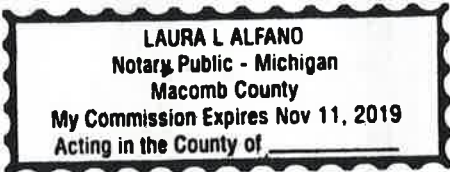
(Supplier or Subcontractor)

By: [Signature]

Title: oep

Before me this 2<sup>nd</sup> day of October, 2017

Notary: Laura J. Alfano



METRO WIRE & CABLE CORPORATION  
6636 METRO PARKWAY  
STERLING HTS., MI 48312

This amount may or may not include any freight charges.  
Invoice(s): 55027711

WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT - 5 REC'D

WHEREAS, the undersigned, **STETSON BUILDING PRODUCT**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

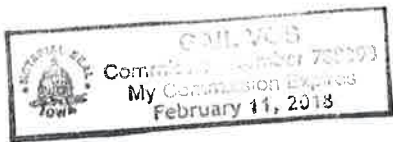
In consideration of **\$6,805.05** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 2nd day of October, 2017.

STETSON BUILDING PRODUCTS, LLC  
(Supplier or Subcontractor)  
By: [Signature]  
Title: Controller

Before me this 2nd day of October, 2017

Notary: [Signature] Commission # 788393



This amount may or may not include any freight charges.  
Invoice(s): 142259600, 142642100, 142823800, 143007300, 143286600, 145088800, 145259900, 144551400, 137339100, 137069901, 141130800, 148513000, 148474100, 149159500

WAIVER AND RELEASE OF LIEN

ITEM 20.

WHEREAS, the undersigned, **TERRY DURIN CO.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

OCT 10 REC'D

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$135,118.94** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 6 day of October, 2017.

TERRY DURIN CO.  
(Supplier or Subcontractor)  
By: George W Durin  
Title: President

Before me this 6<sup>th</sup> day of October, 2017

Notary: Stacy L White



This amount may or may not include any freight charges.  
Invoice(s): 326993, 327939, 328190, 329555, 329954, 330519, 330691, 331673, 331675, 332417

WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT - 9 REC'D

WHEREAS, the undersigned, **TRAFFIC CONTROL CORP**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$9,300.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 4th day of October, 2017.

TRAFFIC CONTROL CORP  
(Supplier or Subcontractor)  
By: [Signature]  
Title: President

Before me this 4th day of October, 2017

Notary: Kathryn Novotny



This amount may or may not include any freight charges.  
Invoice(s): 91794, 91978

WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT - 5 REC'D

WHEREAS, the undersigned, **VAN METER CO.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$25,245.62** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this October day of 2nd, 2017.

**VAN METER CO**

(Supplier or Subcontractor)

By: Donell Herban

Title: Accounts Receivable Coordinator

Before me this 2nd day of October, 2017

Notary: Jessica A



This amount may or may not include any freight charges.

Invoice(s): 9312883.001, 9381609.001, 9381609.003, 9471342.001, 9471342.002, 9506775.001, 9506775.002, 9506775.004, 9499170.005, 9499170.007, 9499170.002, 9680199.001, 9813798.001, 9605157.001

WAIVER AND RELEASE OF LIEN

ITEM 20.

OCT - 3

WHEREAS, the undersigned, **WEST UNION TRENCHING**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$8,408.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 30th day of September, 2017.

**WEST UNION TRENCHING**

(Supplier or Subcontractor)

By: [Signature]

Title: Owner

Before me this 30th day of September, 2017

Notary: Aleisha J. Woods



This amount may or may not include any freight charges.  
Invoice(s): 2016253, 2017059

WAIVER AND RELEASE OF LIEN

OCT - 2

ITEM 20.

WHEREAS, the undersigned, **XCESSORIES SQUARED INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE RECONSTRUCTION PHASE I

W.O. #1585

In consideration of **\$5,659.50** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 29th day of Sept, 2017.

**XCESSORIES SQUARED INC**  
(Supplier or Subcontractor)  
By: Marylyn Grant  
Title: Treas

Before me this 29th day of September, 2017

Notary: Gregory A. Kirchgerner



This amount may or may not include any freight charges.  
Invoice(s): 44829

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

Life Time Fence Company, Inc.

Subcontractor/Supplier

Dated: 7-30-18

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

 Kate Ries owner

Lienor or Claimant

7-30-18

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Logan Contractors Supply, Inc

Subcontractor/Supplier

Dated: January 10, 2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Julie Kroll  
Julie Kroll, CFO  
Lienor or Claimant

January 10, 2018

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Manatts, Inc.

Subcontractor/Supplier

Dated: 1-9-18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Sue McLaughlin

Lienor or Claimant

1-9-18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

Subcontractor/Supplier

Dated: 7.27.18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:



Lienor or Claimant

7/27/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Midland Concrete Products

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

---

Subcontractor/Supplier

Dated: 7/31/2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

  
\_\_\_\_\_

Lienor or Claimant

7/31/2018

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full of \$3,192.00 for all labor, materials, supplies, or equipment supplied to:

Weber Stone

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between said Contractor and

Matthias Landscaping Co.

---

Subcontractor/Supplier

Dated: 8-1-18

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant  
8-1-18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

United Seeds

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

---

Subcontractor/Supplier

Dated: 7/27/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

United Seeds, Inc      Betsy Stanley  
Lienor or Claimant

7/27/18  
Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Signs & Designs

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

---

Subcontractor/Supplier

Dated: 7/27/2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Signs & Designs Inc. by David Glantz

Lienor or Claimant

7/27/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Quick Supply

---

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

---

Subcontractor/Supplier

Dated: 8-1-18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Quick Supply Co. - John A. Parnell II

Lienor or Claimant

8-1-18

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Landscape Forms

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA


And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

Subcontractor/Supplier

Dated: 8-7-18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

 AR Credit

Lienor or Claimant

8-7-18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Wood Duck Tree Farms

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

Subcontractor/Supplier

Dated: 8/1/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Ronald L Guhe Owner

Lienor or Claimant

8/1/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Magee Construction  
\_\_\_\_\_

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.  
\_\_\_\_\_

Subcontractor/Supplier

Dated: 8-7-2018

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Chris Michals  
\_\_\_\_\_

Lienor or Claimant

8-7-2018

Date Signed

ITEM 20.

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

Oleson Sod

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Matthias Landscaping Co.

Subcontractor/Supplier

Dated: 7/30/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Jack Oleson  
Lienor or Claimant

7/30/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Mike Dolan Concrete & Masonry, Inc.

Subcontractor/Supplier

Dated: 7-27-18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Mike Dolan

Lienor or Claimant

7-27-18

Date Signed

**FINAL WAIVER OF LIEN**

STATE OF IOWA            )  
  ) ss:  
COUNTY OF DUBUQUE    )

The undersigned, *Edwards Cast Stone Co*, has been employed by *Mike Dolan Concrete & Masonry* to provide cast stone for the *2016 University Reconstruction* project in Cedar Falls, IA. We hereby waive our construction lien in the amount of \$132,600.00, the receipt of which is acknowledged, for all materials provided for this project through this date.

EDWARDS CAST STONE CO  
777 EDWARDS ROAD  
DUBUQUE, IA 52003  
(563) 556-0535



Robert B. Edwards  
President

December 21, 2017

Subscribed and sworn to before me this 21st day of December 2017

Carla M. Thomas  
Notary Public

CARLA M. THOMAS  
Iowa Notarial Seal  
Commission Number 199930  
My Commission Expires: 10-14-19

## MECHANIC'S LIEN WAIVER - FINAL

Stetson Building Products, LLC, 2205 Bell Ave, Des Moines, IA 50321 ("Lienholder") has provided materials to **Mike Dolan Concrete & Masonry** for the construction, repair, or reconstruction of the building, or improvements to the building known as **University Avenue Phase 1** located at ~~Denver, IA~~ ("the Property").  
*Cedar Falls, Ia.*

The Lienholder, in consideration of receiving payment of **\$6963.54** for materials provided, releases the Property and/or improvements located on the Property from any and all liens, rights, or claims, statutory or otherwise, that the Lienholder may have by reason of providing materials for the Property and/or improvements located on the Property.

The Lienholder acknowledges that this Waiver releases the Lienholder's rights under the laws of the State of **Iowa**, and further acknowledges that the execution of the Waiver is the Lienholder's voluntary act and deed.

Dated: **November 29, 2017**

Stetson Building Products, LLC  
2205 Bell Ave.  
Des Moines, IA 50321

By: **John Willmore, E.V.P.**

Signed:  \_\_\_\_\_

## Contractor's Final Release and Waiver of Lien

**NOW THEREFORE BE IT KNOWN**, the undersigned certifies that s/he or they have been paid and received payment for the materials furnished to Mike Dolan Concrete & Masonry for the job of University Avenue Reconstruction – Phase 1 at the worksite location on University Ave from Grove St to Hillcrest in Cedar Falls, Iowa 50613. Midland Concrete Products does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent.

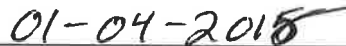
The undersigned warrants that s/he or they have already paid or shall ensure that monies received from the payment(s) will pay in full all the contract laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, and services provided and change orders, if any, for the above references project up to the date of this waiver.

In addition, the undersigned certifies that all appropriate sales taxes to the State of Iowa have been paid on all materials, labor, and installation.

Then individual signing this lien waiver on behalf of the undersigned hereby warrants that s/he has full authority to execute this lien waiver.



(Signature Lien Claimant / Authorized Representative)



(Date Signed)

Midland Concrete Products  
4802 Sergeant Rd  
Waterloo, IA 50701  
319-226-3700



STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK )

**BE IT KNOWN**, that on this 4<sup>th</sup> day of Jun, 2018 before me, a Notary Public in and for the aforementioned County and State, personally appeared Midland Concrete Products, who acknowledged that s/he did execute the foregoing instrument and that such execution has been done by his/her free and voluntary act and deed for the uses and purposes described herein.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal.

*TERRI SCHILLER*

(Notary Public Signature)

1-4-2018

(Date Signed)

My Commissions Expires:



**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Cunningham Construction Co.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Peterson Contractors, Inc.

Date: February 21<sup>st</sup>, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: President

2/21/18  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:


University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
Lienor or Claimant *Managing Member*  
Position or Title of Lienor with Subcontractor/Supplier Company:

*2/14/18*  
Date Signed

ITEM 20.

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bob Walters Son Trucking

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Barbara S. Walters  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: owner

2-13-2018  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Coleman Moore Company

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2/13/18  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Dave Gardner Construction

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Dave Gardner  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2/13/18  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Quam Trucking

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2-2-18  
Date Signed

### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Rusty Leymaster Tile

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Owner

2/14/18  
Date Signed



**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Tiedt Nursery Ltd

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

*Tiedt Nursery, Ltd.*

*Vallarie Horn*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *President*

*2/19/18*  
Date Signed

### RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Ave Reconstruction Phase 1  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Triple D Enterprises LLP

Date: February 13, 2018

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

*Bob DeWitt - Owner*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2-18-18  
Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Quality Striping, Inc.

Subcontractor/Supplier

Dated: 9/4/19

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Roncha Hoyle

Lienor or Claimant

9/4/19

Date Signed

*Shantelle Fry 9-4-19*



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Quality Traffic Control, Inc.

Subcontractor/Supplier

Dated: 8/6/18

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Ronda Hoyte

Lienor or Claimant

8/6/18

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction  
Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

University Avenue Phase I, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Service Signing LC  
Subcontractor/Supplier

Dated: July 31, 2017

Do (does) hereby release and waiver any and all claims, lien and liens  
Right, of any kind, nature, or description what so ever, against said  
Property and the owner thereof:

Cristi Hagedorn / Office Manager  
Lienor or Claimant

July 27, 2018  
Date Signed

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

ITEM 20.

SURETY BOND NO. 54-208165

KNOW ALL BY THESE PRESENTS:

That we, K. Cunningham Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Thirteen million eight hundred twenty-four thousand four hundred sixty-two dollars and thirty-two cents (\$13,824,462.32), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 18th day of January, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**UNIVERSITY AVENUE RECONSTRUCTION - PHASE 1  
GROVE STREET TO MCCLAIN DRIVE PROJECT  
Project RC-000-1996**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for

all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.



**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

**ITEM 20.**

Project No. RC-000-1996

Witness our hands, in triplicate, this 18th day of January, 2016.

Surety Countersigned By:

Nancy D. Baltutat  
Signature of Agent

**PRINCIPAL:**

K. Cunningham Construction Co., Inc.  
Contractor

Nancy D. Baltutat  
Printed Name of Agent

By: [Signature]  
Signature  
Vice-President  
Title

LMC Insurance & Risk Management  
Company Name

**SURETY:**

4200 University Avenue #200  
Company Address

United Fire & Casualty Company  
Surety Company

West Des Moines IA 50266  
City, State, Zip Code

By: [Signature]  
Signature Attorney-in-Fact Officer

515-244-0166  
Company Telephone Number

Nancy D. Baltutat  
Printed Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management  
Company Name

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

4200 University Avenue #200  
Company Address

West Des Moines IA 50266  
City, State, Zip Code

515-244-0166  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY**

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

**ITEM 20.**

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint F. MELVYN HRUBETZ, OR GREG T. LA MAIR, OR NANCY D. BALTUTAT, OR MARK E. KEAIRNES, OR PATRICK K. DUFF, OR JEFFREY R. BAKER, OR JOSEPH I. SCHMIT, OR JILL SHAFFER, ALL INDIVIDUALLY of WEST DES MOINES IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:  
 On 10th day of March, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of January, 2016.



By: *David A. Lange*

Secretary, UF&C  
 Assistant Secretary PIC

**202**


**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 James P. Brown and City Council

**FROM:** Jon Fitch, PE, Principal Engineer

**DATE:** November 13, 2019

**SUBJECT:** 2019 Sanitary Sewer Rehabilitation  
 Project No. SA-000-3214  
 Bid Opening

On Tuesday, November 12, 2019 at 2:00 p.m., bids were received and opened for the 2019 Sanitary Sewer Rehabilitation Project. A total of five (5) bids were received, with Municipal Pipe being the low bidder:

	<i>Bid Total</i>
<b>Municipal Pipe</b>	<b>\$303,361.45</b>
<b>Visu-Sewer</b>	<b>\$339,664.85</b>
<b>Instituform, LLC</b>	<b>\$420,272.30</b>
<b>Hydro Klean</b>	<b>\$499,435.40</b>
<b>Granite Inliner, LLC</b>	<b>\$518,920.00</b>

The Estimate for this project was \$285,000. Municipal Pipe submitted the low bid in the amount of \$303,361.45, which is 6.44% above the Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Municipal Pipe in the amount of \$303,361.45. The Contract, Bonds and Insurance Certificate have been submitted for City Council approval.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
 David Wicke, City Engineer

TABULATION OF BIDS

Department of Public Works - Engineering Division  
 PROJECT NAME: 2019 Sanitary Sewer Rehabilitation  
 PROJECT NO: SA-000-3214

November 12, 2019 @ 2:00 pm Local Time  
 City Hall Council Chambers  
 220 Clay St, Cedar Falls, IA

NAME AND ADDRESS OF BIDDER		Engineers Estimate		Municipal Pipe 515 Fifth St, PO Box 398 Hudson, IA 50643		Visu-Sewer, Inc W230 N4855 Betker Dr Pewaukee, WI 53072		Insituform, LLC 17988 Edison Avenue Chesterfield, MO 63005		Hydro Klean 333 NW 49th Place Des Moines, IA 50313		Granite Inliner, LLC 16028 Forest Boulevard N Hugo, MN 55038			
Bid Security - 10%				YES		YES		YES		YES		YES			
Bidder Status Form				YES		YES		YES		YES		YES			
Authorization to Transact Business Worksheet				YES		YES		YES		YES		YES			
Non-Collusion Affidavit				YES		YES		YES		YES		YES			
Intent to Comply with Section 3 Requirements				YES		YES		YES		YES		YES			
Contractor Clearance Form				YES		YES		YES		YES		YES			
Addendum		None													
ITEM NO	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Pipe Lining, 8 Inch	7,861	LF	\$20.00	\$ 157,220.00	\$20.45	\$ 160,757.45	\$23.75	\$ 186,698.75	\$26.20	\$ 205,958.20	\$34.60	\$ 271,990.60	\$37.00	\$ 290,857.00
2	Pipe Lining, 12 Inch	1,826	LF	\$28.00	\$ 51,128.00	\$29.00	\$ 52,954.00	\$37.25	\$ 68,018.50	\$36.50	\$ 66,649.00	\$44.80	\$ 81,804.80	\$55.00	\$ 100,430.00
3	Pipe Lining, 18 Inch	356	LF	\$43.00	\$ 15,308.00	\$75.00	\$ 26,700.00	\$58.35	\$ 20,772.60	\$63.80	\$ 22,712.80	\$70.50	\$ 25,098.00	\$68.00	\$ 24,208.00
4	Building Sanitary Sewer Service Reconnection	157	EA	\$75.00	\$ 11,775.00	\$75.00	\$ 11,775.00	\$75.00	\$ 11,775.00	\$118.50	\$ 18,604.50	\$75.00	\$ 11,775.00	\$150.00	\$ 23,550.00
5	Grouting Service Laterals	157	EA	\$265.00	\$ 41,605.00	\$275.00	\$ 43,175.00	\$200.00	\$ 31,400.00	\$474.80	\$ 74,543.60	\$525.00	\$ 82,425.00	\$375.00	\$ 58,875.00
6	Mobilization	1	LS	\$8,000.00	\$ 8,000.00	\$8,000.00	\$ 8,000.00	\$21,000.00	\$ 21,000.00	\$31,804.20	\$ 31,804.20	\$26,342.00	\$ 26,342.00	\$21,000.00	\$ 21,000.00
<b>TOTAL BID</b>				<b>\$</b>	<b>285,036.00</b>	<b>\$</b>	<b>303,361.45</b>	<b>\$</b>	<b>339,664.85</b>	<b>\$</b>	<b>420,272.30</b>	<b>\$</b>	<b>499,435.40</b>	<b>\$</b>	<b>518,920.00</b>



## 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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Jon Fitch, PE, Principal Engineer

**DATE:** November 13, 2019

**SUBJECT:** 2019 Sanitary Sewer Rehabilitation  
Project No. SA-000-3214  
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance with Municipal Pipe for the construction of the 2019 Sanitary Sewer Rehabilitation Project.

The Department of Public Works recommends approving and executing the contract with Municipal Pipe for the construction of the 2019 Sanitary Sewer Rehabilitation Project. This project will provide slip lining of existing pipes within the sewer network and associated connections.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer

## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this      day of November, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Municipal Pipe Tool Co., Inc of Hudson, Iowa, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2019 SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA-000-3214 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 21<sup>st</sup> day of October, 2019 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said 2019 SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Shawn Wascherhat  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
James P. Brown, Mayor City of Cedar Falls

Attest: \_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

### Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status.

HUD contracts awarded to the State of Iowa and/or a recipient (City/County) with more than \$200,000 in HUD funds are "Section 3 covered projects". Any contractors, with which they contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

#### Business being certified:

Company: Municipal Pipe Tool Co., LLC

Address: 515 5th St, PO BOX 398, Hudson, IA 50643

#### Project information:

Project Name: 2019 Sanitary Sewer Rehabilitation Project

Project Address: 220 Clay St., Cedar Falls, IA 50613

#### Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of median family income OR by individuals that are public housing residents?

\*Please reference <https://www.iowaeconomicdevelopment.com/Community/downloads> (under recipient income Requirements and Census Information) to determine if employee is less than 80% of the current area median income.

Yes  No

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of median family income, or within three years of the date of first employment with the business concern were Section 3 residents?

Yes  No

3. Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

Yes  No



If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

ITEM 22.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: Sharon Waschkat

Print Name: Sharon Waschkat Date 11/13/2019

## Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC590010

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Three Thousand Three Hundred Sixty One and 46/100 (\$ 303,361.46), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2019 Sanitary Sewer Rehabilitation Project  
Project No. SA-000-3214**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SA-000-3214

Witness our hands, in triplicate, this 13<sup>th</sup> day of November, 19.

Surety Countersigned By:

PRINCIPAL:

not required  
Signature of Agent

Municipal Pipe Tool Co., LLC  
Contractor

By: Sharon Waschkeat  
Signature  
COO  
Title

Printed Name of Agent

SURETY:

Company Name

Merchants Bonding Company (Mutual)  
Surety Company

By: [Signature]  
Signature Attorney-in-Fact Officer

Company Address

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent  
Printed Name of Attorney-in-Fact Officer

City, State, Zip Code

Holmes. Murphy and Associates, LLC  
Company Name

Company Telephone Number

P. O. Box 9207  
Company Address

FORM APPROVED BY:

Des Moines, IA 50306-9207  
City, State, Zip Code

Attorney for Owner

(515) 223-6800  
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Sarah Brown; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Sydney Burnett; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of June, 2019.

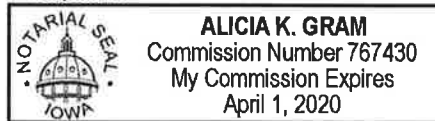


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of June 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ITEM 22.

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> Certificates Team	
	<b>PHONE (A/C No. Ext):</b> 708-845-3917	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> constructioncerts@thehortongroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Municipal Pipe Tool Co., LLC 515 Fifth Street Hudson IA 50643	MUNIC-5	<b>INSURER A :</b> Illinois Union Insurance Company 27960
		<b>INSURER B :</b> Amerisure Insurance Company 19488
		<b>INSURER C :</b> Hanover Insurance Company 22292
		<b>INSURER D :</b> Travelers Property & Casualty Company of America 25674
		<b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**

CERTIFICATE NUMBER: 463460251

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GL21023070	8/3/2019	8/3/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA21023080	8/3/2019	8/3/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ZUP-91N17779-19-NF	8/3/2019	8/3/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC21062790	8/3/2019	8/3/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contractors Pollution	Y	Y	G28116871	8/3/2019	8/3/2020	\$2,000,000 Occ.	\$2,000,000 Agg.
C	Leased/Rented Equip, Special/RC			RHCD238711	8/3/2019	8/3/2020	\$200,000 Per Item	\$2,500 Ded.
B	Garagekeepers			CA21023080	8/3/2019	8/3/2020	\$800,000 Comp/Coll	\$500 Ded.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional insured on a primary and non-contributory basis with respect to the general liability coverage and auto liability only when required by written contract. Waivers of Subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.  
Re: 2019 Sanitary Sewer Rehab Project, #SA-000-3214

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls  
220 Clay Street  
Cedar Falls IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

215

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** November 14<sup>th</sup>, 2019

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Greenhill Village Estates  
Lot 1 of Greenhill Village Estates

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 the Greenhill Village Estates site, owned by Greenhill Village Senior Living, L.L.C. located at Lot 1 of Greenhill Village Estates and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer



Prepared by:

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## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Greenhill Village Senior Living, LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 12 day of November, 2019.

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.

Greenhill Village Senior Living, LLC

By: [Signature]

Printed Name & Title: Michael K Nelson, Manager

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

This instrument was acknowledged before me on the 12 day of November, 2019 by Mike Nelson as Manager of Greenhill Village Senior Living, LLC.

[Signature]

Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: \_\_\_\_\_

James P. Brown, Mayor

ATTEST:

\_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

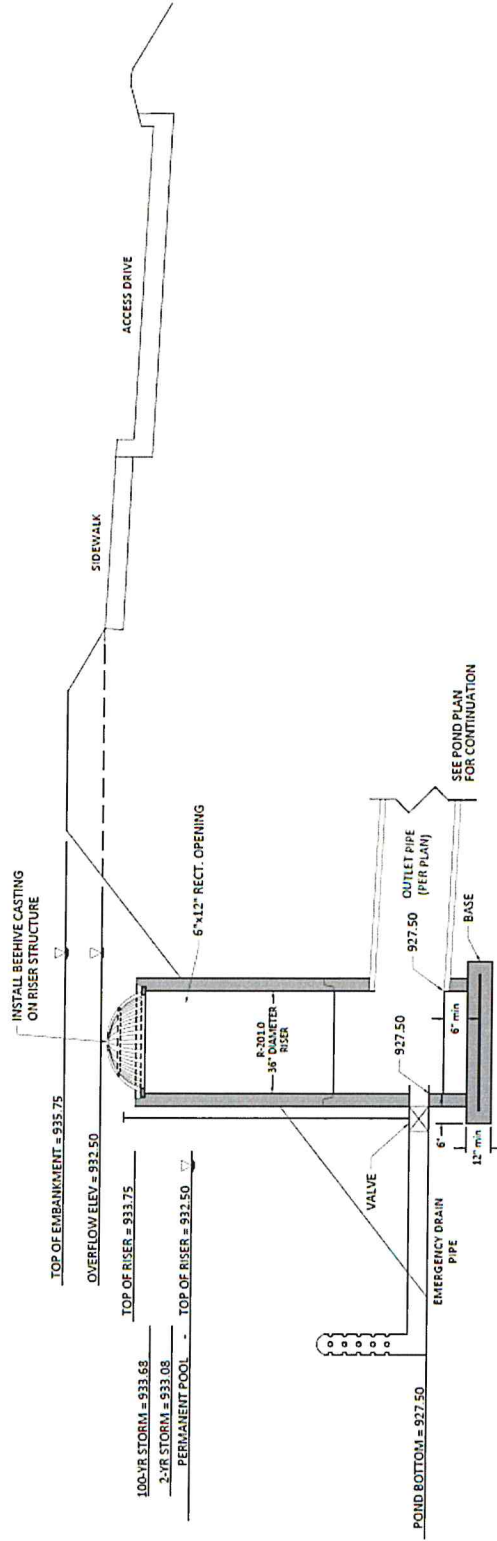
\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 OF GREENHILL VILLAGE ESTATES

EXHIBIT B



BASIN OUTLET STRUCTURE & EMBANKMENT SECTION  
1  
EX1



## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover 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.
<b><i>The inlet device: pipe or swale</i></b>	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 over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	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.
<b><i>The main detention area</i></b>	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 cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	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.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage have 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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** November 14, 2019

**SUBJECT:** Professional Services Agreement Amendment  
Cedar Heights Drive Reconstruction  
Snyder & Associates Inc.  
Project No. RC-000-3171

Please find the attached Amendment to the Professional Services Agreement with Snyder & Associates, Inc. that updates the scope of services to include Title VI of the Civil rights Act of 1964 in connection with the public improvement of the Cedar Heights Drive Reconstruction Project.

The City of Cedar Falls entered into the Professional Services Agreement with Snyder & Associates Inc. for the Cedar Heights Drive Reconstruction Project on April 15<sup>th</sup>, 2019. The proposed Amendment follows the terms and conditions set forth in the earlier agreement and to be consistent with federal and state law.

The Department of Public Works requests your consideration and approval of this Professional Service Agreement Amendment with Snyder & Associates, Inc. for the Cedar Heights Drive Reconstruction Project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT  
BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA AND SNYDER & ASSOCIATES, INC.**

WHEREAS, the City of Cedar Falls, Iowa (hereinafter "City"), and Snyder & Associates, Inc. (hereinafter "Consultant") entered into that certain Professional Service Agreement dated April 15, 2019 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was approved by the City Council of the City in Resolution No. 21,490, dated April 15, 2019; and

WHEREAS, the public improvement project that is the subject of the Agreement involves the receipt of federal assistance by the City; and

WHEREAS, the Agreement is therefore subject to Title VI of the Civil Rights Act of 1964, which in turn requires that contracts entered into by the City in connection with such public improvement project contain certain assurances; and

WHEREAS, the City and the Consultant wish to amend the Agreement to include such required assurances.

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

1. The Agreement is amended to attach to, make a part of and incorporate into the Agreement, Exhibit E attached.

2. The parties acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as set forth in Paragraph 1 above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CEDAR FALLS, IOWA  
By: \_\_\_\_\_  
James P. Brown, Mayor

SNYDER & ASSOCIATES, INC.  
By: Lindsay Blaman  
Its: BUSINESS UNIT LEADER

ATTEST:  
\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## EXHIBIT E

Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § § 2000d to 2000d-4) and the Civil Rights Restoration Act of 1987 (102 Stat. 28) and the Federal Regulations promulgated pursuant thereto, require in contracts entered into by the City of Cedar Falls, Iowa, under any program or activity receiving federal financial assistance, that every effort be made to assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied benefits of or be otherwise subjected to discrimination. Therefore, during the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. Such Acts and Regulations include, but are not limited to, the following:
  - ◆ Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
  - ◆ The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - ◆ Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
  - ◆ Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - ◆ The Age of Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - ◆ Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123) as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - ◆ The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of the Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - ◆ Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - ◆ The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - ◆ Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - ◆ Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- ◆ Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  4. **Information and Reports:** The contractor will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
    - a. withholding payments to the contractor under the contract until the contractor complies; and/or
    - b. cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## 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 James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 11, 2019  
**SUBJECT:** BAJR Enterprises, LLC – Acceptance of Deed and Release of Minimum Assessment Agreement and Agreement for Private Development

On October 16, 2017, City Council approved an Agreement for Private Development with BAJR Enterprises, L.L.C. to construct a new 10,615 square foot building for a new fleet maintenance facility to be located in the Northern Cedar Falls Industrial Park. The terms of the Agreement called for the City to donate an approximate 2 acre lot to BAJR Enterprises, LLC, in exchange for the developer constructing the building with a minimum assessed tax valuation of \$750,000.00. No other tax incentives were provided to the developer as part of this Agreement.

The original Agreement indicated a completion date of the project of October 1, 2018. Due to a family medical emergency that required the owners' immediate attention, the project was not completed by the completion date. On August 20, 2018, City Council approved an amendment to the Agreement for Private Development, to allow for the project to be completed by July of 2019.

The developer has recently indicated that due to financial reasons, the project will not move forward at this time. Therefore, they will need to deed the property back to the City and terminate the approved Minimum Assessment Agreement and Agreement for Private Development.

Attached is a Release of Minimum Assessment Agreement and Agreement for Private Development, which was drafted by the developer's attorney and reviewed by the City Attorney. Also attached is a proposed deed to the property, which was found to be acceptable by the City Attorney. A title opinion and title report for the property have been provided to the City, which finds that the property to be deeded back to the City will be done so free and clear of any liens or encumbrances.

It is recommended that City Council accept the Quit Claim Deed from BAJR Enterprises, LLC, and approve the Release of Minimum Assessment Agreement and Agreement for Private Development with BAJR Enterprises, LLC.

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

xc: Ron Gaines, P.E., City Administrator  
Kevin Rogers, City Attorney





**BAJR Enterprises, LLC**  
10,615 Sq Ft  
Fleet Maintenance Facility

**E Lake St**

**ITEM 25.**

**Project Site: 2.04 Acres**



**Rail Way**

**East Central  
Iowa Coop**

**218**

**Leversee Rd**

**Standard  
Distribution**

**233**





**QUIT CLAIM DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 106  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Laura L. Folkerts, PO Box 810 Waterloo, Iowa 50704  
Phone: (319) 234-4471

**Taxpayer Information:** (Name and complete address)

The City of Cedar Falls, Iowa, 200 Clay Street, Cedar Falls, IA 50613

**Return Document To:** (Name and complete address)

The City of Cedar Falls, Iowa, 200 Clay Street, Cedar Falls, IA 50613

**Grantors:**

BAJR Enterprises, LLC

**Grantees:**

The City of Cedar Falls, Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



### QUIT CLAIM DEED

For the consideration of One (\$1.00) Dollar(s) and other valuable consideration, BAJR Enterprises, LLC, an Iowa limited liability company do hereby Quit Claim to The City of Cedar Falls, Iowa

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa: Lot 15 in Northern Cedar Falls Industrial Park Phase I Addition, Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the United Highway 58 Corridor Urban Renewal Plan, originally approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923) as the Cedar Falls Industrial Park Urban Renewal Plan, amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to the restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: Sept. 12, 2019

BAJR Enterprises, LLC

[Signature]  
By: Andrea Keys, Member/Manager (Grantor)

\_\_\_\_\_  
(Grantor)

[Signature]  
By: Stephen Keys, Member/Manager (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on Sept. 12, 2019, by Andrea Keys and Stephen Keys as the sole Members and Managers of BAJR Enterprises, LLC, an Iowa limited liability company

Signature of Notary Public



STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_ of \_\_\_\_\_

Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_ of \_\_\_\_\_

Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_ of \_\_\_\_\_

Signature of Notary Public

**Prepared By and Return To:** Laura L. Folkerts, PO Box 810 Waterloo, Iowa 50704, (319) 234-4471

**RELEASE OF MINIMUM ASSESSMENT AGREEMENT  
AND AGREEMENT FOR PRIVATE DEVELOPMENT**

That the undersigned, City of Cedar Falls, Iowa, does hereby acknowledge that the Minimum Assessment Agreement between the City of Cedar Falls, Iowa and BAJR Enterprises, L.L.C., dated October 16, 2017, filed November 16, 2017 in Document No. 2018-00008638 is released and BAJR Enterprises, L.L.C. is discharged from all obligations thereunder; and

That the undersigned, City of Cedar Falls, Iowa, does hereby acknowledge that the Agreement for Private Development between the City of Cedar Falls, Iowa and BAJR Enterprises, L.L.C., dated October 16, 2017 is released and BAJR Enterprises, L.L.C. is discharged from all obligations thereunder.

Dated: \_\_\_\_\_

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## 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 James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 13, 2019  
**SUBJECT:** Schuerman Construction, Inc. – Acceptance of Deed and Termination of Agreement for Private Development

On May 7, 2018, City Council approved an Agreement for Private Development with Schuerman Construction, Inc. to construct a new 10,000 square foot office/storage warehouse building to be located in the West Viking Road Industrial Park. The terms of the Agreement called for the City to donate an approximate 1.1 acre lot to Schuerman Construction, Inc., in exchange for the developer constructing the building with a minimum assessed tax valuation of \$600,000.00. No other tax incentives were provided to the developer as part of this Agreement.

The original Agreement indicated a completion date of the project of October 1, 2019. The developer has been in contact with staff over the past several months, indicating that the original project has grown in scope (from an original 10,000 square foot building to nearly 27,500 square feet), and therefore, would like a larger lot than what was originally acquired. Staff has been working with the developer in finding a new lot for the project (which will require approval of a new Agreement for Private Development), but first, they will need to deed the existing property back to the City and terminate the existing Agreement for Private Development. Once the City has received the deed for this property back, staff will bring a new Agreement for Private Development to City Council for consideration.

Attached is a Termination of Agreement for Private Development, which was drafted by the developer's attorney and reviewed by the City Attorney. Also attached is a proposed deed to the property, which was found to be acceptable by the City Attorney. A title opinion for the property has been provided, which finds that the property to be deeded back to the City will be done so free and clear of any liens or encumbrances.

It is recommended that City Council accept the Warranty Deed from Schuerman Construction, Inc., and approve the Termination of Agreement for Private Development with Schuerman Construction, Inc.

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

xc: Ron Gaines, P.E., City Administrator  
 Kevin Rogers, City Attorney



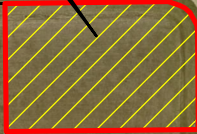
Schuerman Construction, Inc.  
10,000 Sq Ft  
Warehouse/Office  
Facility

ITEM 26.

Viking Rd

Project Site: 1.14 Acres

Venture Way



Development Dr

Production Dr

Capital Way

Technology Pl

239

**WARRANTY DEED**  
(CORPORATE/BUSINESS ENTITY GRANTOR)  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)  
John C. Larsen, 415 Clay Street, P.O. Box 627, Cedar Falls, Iowa 50613  
Phone: (319) 277-6830

**Taxpayer Information:** (name and complete address)  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** (name and complete address)  
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
Schuerman Construction, Inc.

**Grantees:**  
City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A



**Warranty Deed**  
(Corporate/Business Entity Grantor)

For the consideration of One and no/100\* Dollar(s) and other valuable consideration, Schuerman Construction, Inc., a corporation organized and existing under the laws of Iowa, does hereby Convey to the City of Cedar Falls, Iowa the following described real estate in Black Hawk County, Iowa:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa

**This deed is exempt according to Iowa Code 428A.2(6).**

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: October 14, 2019.

SCHUERMAN CONSTRUCTION, INC.,  
an Iowa corporation

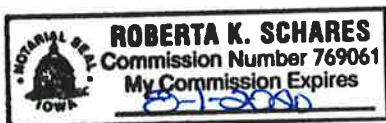
By [Signature]  
Robby W. Schuerman, President

By [Signature]  
Jocelyn H. Schuerman, Secretary

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on October 14, 2019, by Robby W. Schuerman and Jocelyn H. Schuerman, as President and Secretary, respectively of Schuerman Construction, Inc.

[Signature]  
Signature of Notary Public



Prepared by/Return to: John C. Larsen, P.O. Box 627, Cedar Falls, IA 50613 319-277-6830

---

#### TERMINATION OF AGREEMENT FOR PRIVATE DEVELOPMENT

THIS TERMINATION OF AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Termination"), is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City") and SCHUERMAN CONSTRUCTION, INC. (hereinafter called the "Developer") (City and Developer sometimes referred to hereinafter collectively as the "Parties").

WHEREAS, the Parties entered into an Agreement for Private Development effective May 7, 2018 (hereinafter called "Agreement"), which provided for the transfer of certain Property (as hereinafter defined) to Developer in exchange for certain minimum improvements on such Property and other conditions related thereto; and

WHEREAS, the Property is legally described as follows: Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, the Developer now wishes to rescind the Agreement and all agreements and documents related thereto which were executed, developed, and implemented contemporaneously therewith in furtherance thereof, and instead pursue a similar development plan for other real estate in the City of Cedar Falls, and the City is in agreement with the Developer's wishes as stated in this paragraph.

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

1. Termination. The parties, by mutual agreement, hereby terminate and rescind the Agreement in its entirety, and the Agreement shall be of no further force or effect whatsoever. Without limiting the foregoing, the following documents between the parties exchanged as a part of or in furtherance of the Agreement are terminated and rescinded:

- A. Memorandum of Agreement for Private Development between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc., filed June 14, 2018, as Document No. 2018-020549, and all attachments thereto.
- B. Minimum Assessment Agreement dated May 7, 2018, and filed June 14, 2018, as Document No. 2018-020548.

2. Further Action. As a part of the termination of the Agreement as set forth in Section 1, the parties agree to proceed as follows:

- A. Documents. The parties shall execute the following documents contemporaneously herewith:
  - a. Developer shall deliver to the City a title opinion prepared by a licensed attorney in the State of Iowa, showing title in the Developer with no liens or encumbrances thereon except those existing at the time of transfer of the Property to the Developer from the City.
  - b. Developer shall execute and deliver to the City a Warranty Deed conveying the Property to City.
- B. Additional Action. The parties also shall accomplish the following tasks as a part of completing the termination of the Agreement as contemplated herein:
  - a. Developer shall ensure that all real estate taxes owed or accrued against the Property are paid. If any remaining real estate balance remains following the completion of the termination of the Agreement, the Developer shall be wholly responsible for the same.
  - b. Developer shall be responsible for any recording fees associated with the documents in this Termination.
  - c. The Developer shall deliver to the City the abstract of title for the Property.
  - d. The City shall pass a Resolution terminating and rescinding the Agreement and related documents as set forth therein, and accepting the Warranty Deed described above in subparagraph B of Section 1.

3. Miscellaneous.

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- B. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- C. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- D. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.
- E. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Schuerman Construction Inc.

By: \_\_\_\_\_  
Rob Schuerman, President

By: \_\_\_\_\_  
Jocelyn Schuerman, Vice-President

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rob Schuerman and Jocelyn Schuerman, as President and Vice-President respectively of Schuerman Construction, Inc.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

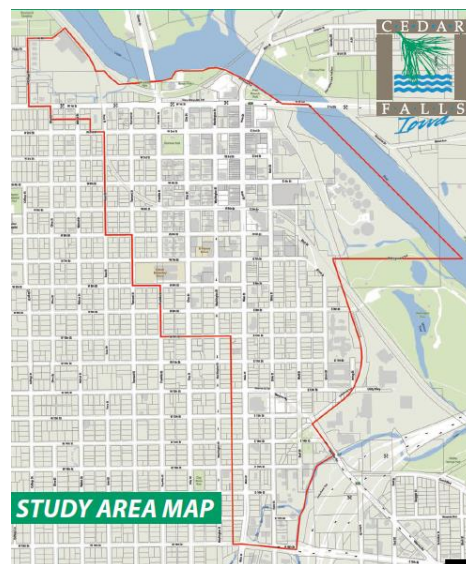
**TO:** Mayor James P. Brown and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** November 14, 2019  
**SUBJECT:** Recommended Draft of *Imagine Downtown! - Cedar Falls Downtown Vision Plan*

At the Committee of the Whole on November 4, representatives from Ferrell-Madden presented an overview of *Imagine Downtown! – Cedar Falls Downtown Vision Plan* for Council discussion. The Planning & Zoning Commission's Recommended Draft is now forwarded for Council consideration with a recommendation for adoption.

#### **Background**

After an extension public engagement process throughout the spring and summer, a public review draft of the Plan was presented to the public at an open house on September 25, followed by Q&A and a public open house. There was good attendance at the meeting and the public was encouraged to review the plan in detail and provide their feedback. At that time, the Plan was made available for viewing and download on the project webpage: [www.ourcedarfalls.com](http://www.ourcedarfalls.com) and was widely publicized by the City and Community Main Street. There were online opportunities for the public to provide feedback as well as opportunities for comment at the October 9 and October 23 Planning & Zoning Commission meetings. There have been approximately 200 visits to the project webpage since the public review draft was released on September 25 and 128 of those visitors downloaded the plan. Several visitors to the site provided written feedback. Community Main Street gathered feedback from their board and submitted written comments, which they presented at the October 23 Planning & Zoning Commission meeting.

Staff and the consultants discussed the feedback received and suggested several minor changes to the draft to put more emphasis on the goal of preserving and respecting the historic character through adaptive re-use of existing buildings, as requested by Community Main Street and several of the online commentators. The Commission discussed the input received and the suggested changes to the initial draft and voted unanimously to recommend approval of the Plan with the minor changes. Subsequent to the October 23 Planning & Zoning Commission meeting, Community Main Street requested two additional minor clarifications in the text of the plan. Since these minor edits are clarifications and do not change the intent or substance



of the plan, these changes are included in the Commission's Recommended Draft presented for your review and consideration. These clarifications are as follows:

On p. 18, under the 3<sup>rd</sup> bullet, the sentence, "*Ultimately, the on-street parking spaces in Downtown should be monetized, when needed, as part of the funding stream for a public/private mixed-use parking ramp and the overall Downtown Parking Management*" was changed to exactly match the language from the Downtown Parking Study: "*Downtown streets may need to be monetized as part of a long-term plan to provide adequate public parking infrastructure.*"

On p. 35, under bullet 3., the last sentence was changed from: "*Some individual historic homes may receive specific designation*" to "*Some individual historic homes may be eligible for specific designation*".

*Imagine Downtown! - Cedar Falls Downtown Vision Plan* will provide a road map for growth and development in and around Downtown 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 downtown, which will be reflected in new zoning standards that will be developed in phase two of the project.

**Recommendation:**

The Community Development Department and the Planning & Zoning Commission recommend approval and adoption of *Imagine Downtown! - Cedar Falls Downtown Vision Plan*.

# IMAGINE DOWNTOWN!

Cedar Falls Downtown Vision Plan



Planning and Zoning Commission Recommended Draft  
October 2019



**OUR CEDAR FALLS**

*Downtown*  
Imagine the possibilities!





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## Acknowledgments

### City of Cedar Falls

Mayor Jim Brown

#### City Council Members:

Mark Miller – 1st Ward

Susan deBuhr – 2nd Ward

Daryl Kruse – 3rd Ward

Tom Blanford – 4th Ward

Frank Darrah – 5th Ward

Rob Green – At Large

David Wieland – At Large

#### Staff Advisory Committee:

Ron Gaines – City Administrator

Stephanie Houk Sheetz – Director of  
Community Development

Karen Howard – Planning & Community  
Services Manager

Iris Lehmann – Planner II

David Sturch – Planner III

#### Special Thanks to:

Community Main Street

### Consultant Design Team

Ferrell Madden

Geoff Ferrell

Mary Madden

Erik Olson-Williams

Community ReCode

Elizabeth Garvin

Common Ground

Keith Covington

Ramon Fischer

Partners for Economic Solutions

Anita Morrison

Alta Planning & Design

Wade Walker

Principle Group

Justin Falango

Urban Advantage

Steve Price

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## INTRODUCTION

City leadership, Community Main Street, and local business owners have worked together to revitalize Main Street and create a vibrant destination for boutique shopping, restaurants, and other entertainment opportunities. Following this success, Downtown Cedar Falls is currently experiencing development pressures, but the City’s aspirations for the scale and character of future growth have not been well-defined. Even with the recent refinement to the design review standards for the Central Business District overlay district, the development review and approval process remains subjective due to vague standards, with new projects often requiring unique “one-off” negotiations between the city and developers. This consumes substantial staff, planning commission, and city council time, and creates uncertainty for developers and neighbors alike. This process adds to overall project costs, (with much of the additional cost going into the approval process rather than into the project itself). This is reflected in the scale<sup>1</sup>—only larger developers and projects can afford the time and expense required for potential negotiation and project redesign—and price points of recent Downtown development, which have been well above average for Downtown and the City on the whole. The opportunities for small scale incremental infill, and the potential to reach a broader residential and commercial market segment, are greatly limited under the current scenario.

Recognizing the need, the City initiated a process for a Downtown vision plan and zoning code update to provide a road map for growth and development: *Imagine Downtown! Cedar Falls Downtown Vision Plan*. (Hereafter, *Imagine Downtown Project/Plan*.) 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 Downtown and the adjacent neighborhoods, to be followed by new objective development standards.

Throughout the Downtown visioning process, the Cedar Falls community—elected officials, business and property owners, and residents—consistently indicated a desire for an economically viable, walkable, mixed-use Downtown, surrounded by neighborhoods that provide a range of housing options in close proximity to the goods and services of daily life.

The *Imagine Downtown 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 Community Hands-On Visioning Workshop; prototypical redevelopment scenarios; and recommendations for implementing the community vision.

This plan is graphic intensive, aiming to help community members visualize change before it occurs. Many of the changes recommended in the plan are shown using “before-and-after” images, in the context of 2019 Cedar Falls.

As in many communities, a segment of the population is concerned about change, perhaps understandably, because the current policies and regulations do not produce predictable outcomes. However, development pressures exist, and in a healthy, dynamic city, change will occur; the City should make every effort to harness and guide that change in a positive direction. This plan envisions incremental growth within the current Downtown context, building on the success of the past while recognizing the importance of growth and development to maintaining a livable and economically vibrant city.

Although the plan report 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, or even decades, and require multiple tools and approaches, frequently used in conjunction with one another. The implementation tools used—whether policy, regulatory or financial—should be coordinated to support and reinforce the overarching vision.

<sup>1</sup> Note: As the scale of development projects increase, the probability that the developers, architects, builders, and owners are from out-of-town increases as well, with related revenues also leaving the community.

## VISIONING PROCESS AND PLAN RECOMMENDATIONS

Prior to the Community Hands-On Visioning Workshop, the consultant team conducted stakeholder interviews, completed site analysis of the study area, reviewed the recent parking study, and studied the current demographics and market information for Cedar Falls. All of this information was used in conjunction with the community aspirations, to test different development scenarios against the market realities and within the Downtown context, and to establish a framework for future growth and development. The *Imagine Downtown Plan* anticipates the public and private sector 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 and (re)develop, fulfilling the community vision.

The Plan addresses several topics and includes recommendations for creating a vibrant, mixed-use, walkable district. 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.

**Increase the “sense of place” throughout Downtown.** Build on the historic character and success of the Main Street Parkade.

**Define the public realm with active building facades and additional street trees.** Rules for new development should help to further define and enhance the public realm—typically the public streets and sidewalks (from building face to building face) as well as parks and squares. The uses inside the buildings can and will change over time; but if the buildings are well designed for an urban context and made of durable materials, they will continually be reused, just as those along the Main Street Parkade have been (many for more than a century).

**Recognize that Downtown (and nearby neighborhoods) are not the same as the rest of the City.** The rules and processes for development should reinforce placemaking concepts at the street and block level, rather than parcel-by-parcel, so that in the future, Downtown becomes much more than the sum of its parts. 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 other public spaces throughout the district.

**Design Downtown Gateways to provide a sense of arrival.** 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 signage (*Welcome to Cedar Falls!*) a true gateway creates a welcoming environment for pedestrians and cyclists alike.

**Expand beyond the success of the Parkade as a destination environment.** Move beyond Main Street and provide more opportunities for living and working downtown for people of all ages and a range of socioeconomic levels. (This can help balance the parking management concerns through greater trip capture and the creation of a “park once” environment.)

**Implement the street and sidewalk rebuilding program to improve the pedestrian environment and enhance walkability.** This effort should include the planting of street trees throughout the district. The existing street and block network is a great framework for people to move in and around Downtown efficiently. 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. 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 built-out condition such as Downtown Cedar Falls, with limited opportunity to create new public green space, streets should be celebrated as the preeminent public space that they are.

**Understand the market and use it to create more housing and employment options.** Cedar Falls to grow in a slow and consistent manner. Downtown provides a unique environment for living and working that cannot be replicated in the newer portions of the City. Emptynesters, millennials, and employers are looking for “sense of place” when choosing where to locate. There are opportunities to provide work spaces and a range of housing options for people who are looking for a “live-work-play” environment—whether millennials, young entrepreneurs, emptynesters, or snowbirds—that can support a walkable “car free” (or one car rather than two) environment. Many young people who currently work in the food and beverage sector in Downtown expressed an interest in living nearby, but cannot afford to. Reusing existing structures and enabling a broader range of development options will provide a wider range of prices and create a more diverse housing stock in close proximity to a range of job opportunities.

**Change the rules for development.** The context analysis included a review of the current zoning and development review process. The consensus during the public visioning process was that new development should respect the existing context. However, there is currently a mismatch between the existing built environment, the current zoning, and the community aspirations for the future. This plan illustrates ways for context-sensitive growth, while permitting infill development that can accommodate both more intensity and the variety of uses currently allowed.

**Create a consistent process for development review and approval.** Establish more objective design and development standards and use refined zoning requirements as one tool in a new approach to parking management.

**Manage and carefully increase the parking supply.** The Downtown parking study provides a wealth of information and approaches to parking management. 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. Parking supply should support the goals of the *Imagine Downtown Plan*—not be an end in-and-of itself.

**Update the current parking requirements.** The location, design, and quantity of parking are all important in the context of a walkable, mixed-use environment—and there are mechanisms for addressing all three. Downtown is different from the rest of the City, and parking should be managed accordingly. While an appropriate amount of parking is necessary to support residential development, requirements for parking over and above what the residential market demands will simply add to the per unit cost of the housing. At the same time, simply relying on the existing parking supply will not support additional Downtown growth. As growth occurs, some additional strategically located public parking will be necessary to create the supply needed to support a “park once” environment—one in which Downtown visitors and customers can undertake several activities on foot (without having to move their car). Multiple strategies will be needed to finance, develop, and manage new publicly-available parking. Requiring private, exclusive parking on each individual downtown lot will detract from the envisioned walkable environment and hinder the creation of a shared parking supply. (The existing patchwork of unattractive, underutilized private surface parking lots scattered throughout Downtown are evidence of this previous approach.)<sup>2</sup>

## CONCLUSION

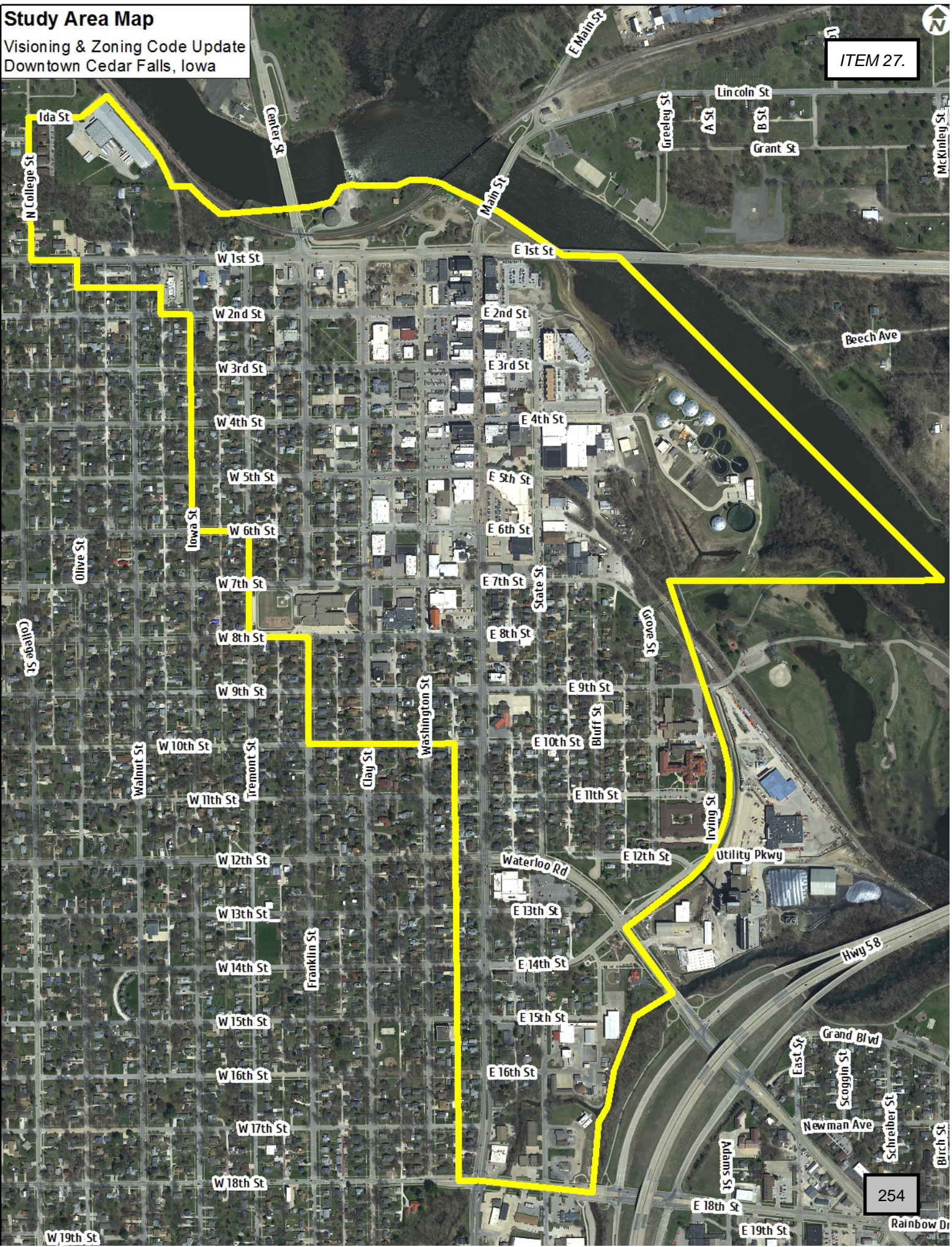
The City initiated the visioning and zoning code update process to provide a framework for future growth and development. The goal of the *Imagine Downtown Plan* is to define that framework—building on the community aspirations, and incorporating several urban design and placemaking principles—within the existing Cedar Falls context; not to prescribe specific building designs. This community vision will also lay the foundation for updating the zoning and other development regulations for Downtown. The plan provides illustrations of one or more ways in which development could occur, over time, on prototypical 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 Downtown Plan* that follows.

<sup>2</sup> Note: The development of a publicly-owned, single-use parking ramp is not a good option. Not only are they expensive, they damage the city fabric, creating a dead zone along the streets they abut. This plan envisions the development of a mixed-use ramp, as illustrated in the project prototypes on pages 46 - 59.

# Study Area Map

Visioning & Zoning Code Update  
Downtown Cedar Falls, Iowa

ITEM 27.



# PROJECT INTRODUCTION

ITEM 27.

*The **Imagine Downtown Project** is an interdisciplinary, multi-month public process to engage the community in the development of a vision for the future of Downtown, and update the city's development regulations to implement that vision.*

## BACKGROUND

Downtown Cedar Falls has seen a recent increase in development pressure. Without clear direction for future growth, the City has been operating under development standards and processes that were originally established approximately 50 years ago. These regulations have been refined over time, including the recently amended CBD overlay district, created to preserve and protect the character of the historic Downtown core. However, these efforts have only been partially successful. They have not provided the in-depth and holistic approach needed to direct future growth for a walkable, mixed-use district such as Downtown and the nearby neighborhoods. Recognizing this situation, the City initiated the *Imagine Downtown Project*, soliciting consultant teams to work with the City to complete a two-phase project: an extensive public visioning process and a zoning code update to implement the new vision plan.

As stated in the City's Request for Qualifications and Proposals:

*Historic Downtown Cedar Falls has a thriving main street with over 30 unique shops and boutiques, numerous restaurants and bars, hotels, offices, an active co-working/entrepreneurial center and a growing number of residential condominiums and apartments. Downtown is surrounded by older traditional neighborhoods laid out in a gridded street pattern. While the surrounding residential neighborhoods have a predominately single-family character, there is a large demand for student rental housing and many older homes have been divided into apartments. Demand is also high among more permanent residents for intact homes with historic character located within walking distance of Downtown and UNI.*

*Increased development pressure for new housing and business opportunities in the Downtown and surrounding neighborhoods has prompted the need for updated zoning to guide future development in a manner that is consistent with the community's vision.*

The Downtown Study Area includes all of the parcels that are adjacent to Main Street and south and west of the Cedar River, and currently zoned C-1, C-2, and C-3 (which permit retail, office, professional services, lodging, and several other commercial uses); or R-3 and R-4, (which permit "medium density" residential uses along with some office, professional service, and lodging), regardless of the current uses. (*See the map at left.*) The *Imagine Downtown 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 April 2019, the City Council established project priorities (*highlighted on the next page*) to provide a guiding framework for the public outreach, design charrette workshop, and plan that follow.

The visioning process began in the early spring of 2019. The consultant team conducted a series of stakeholder interviews; analyzed the project study area to understand the historic and recent development patterns; and toured the entire City to gain greater appreciation of Downtown within the larger urban design, planning and economic context of Cedar Falls. The team also led a public kick-off event to engage the community on topics related to placemaking and gather input on local perceptions of Downtown and the surrounding neighborhoods.

Before and after the kick-off event, the team worked off-site by reviewing the existing zoning code, the recent completed parking study, and current economic, demographic, and traffic data.

The project has a website ([www.OurCedarFalls.com](http://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.

These activities laid the foundation for the *Imagine Downtown! Public Design Charrette* the first week in June. The charrette week included:

- a Saturday morning public hands-on design workshop in which community members literally drew their aspirations for the future of Downtown;
- an open design studio, where the team worked on those ideas, building on the community input, and the public was welcome to drop-in;
- a “brown bag lunch-and-learn” session on the topics of downtown mobility and parking; and
- technical meetings to verify that the workshop design ideas would work in the physical and economic context of Cedar Falls.

The week was capped by a public “work-in-progress” presentation, to make sure the team understood what the community had said and was on the right track before further developing and refining the *Imagine Downtown Plan*.

*The analysis and charrette week activities are described in greater detail in the next sections, with the full Imagine Downtown Plan beginning on p.29.*



Project webpage for Our Cedar Falls





## OUR CEDAR FALLS

*Downtown*  
Imagine the possibilities!

### Cedar Falls City Council Downtown Vision Plan Project Priorities Adopted April 1, 2019

1. Create a thoughtful vision plan to manage change in the community over time.
  - Reflect on the past, consider the present, look to the future.
  - Respect the rich history and culture of Downtown Cedar Falls.
  - Maintain authenticity.
2. Vision will be based on broad community input, gathered through a robust community outreach process.
  - Re-affirm ongoing community efforts and explore new ideas.
3. Create a safe and welcoming process to explore new ideas.
  - Feedback is appreciated... and essential!
  - All ideas are welcome.
  - Think forward, what is your version of downtown?
  - What do you like about the past? Going forward?
4. Take into account market realities, changing demographics for all types of development, and diversity of uses.
  - Future Technology needs
  - Future Transportation needs
  - Future Housing needs
5. Build on our success! Maintain/foster a unique sense of place.
  - Historic main street character
  - Pedestrian-oriented Design
  - Explore the desired character of streets (State Street, Washington Street, Clay Street, etc.)
6. Encourage economic development based on the adapted vision.
  - Maintain/enhance existing properties
  - Encourage new development
  - Invest in public infrastructure to support the vision
  - Tailor financial incentives and economic development grants to support projects that further public goals, provide elements of community benefit, or demonstrate exceptional design.
7. Establish clear and objective zoning standards to achieve the adopted community vision.



*Prior to the visioning effort, the team studied Downtown Cedar Falls, including: stakeholder interviews and general public engagement to gather local perspectives on the current activities, market, and development review processes in the City; on-site analysis of the built and natural environments; analysis of local market conditions and demographics; and review of existing policies, regulations, and recent studies.*

## **PUBLIC ENGAGEMENT: UNDERSTANDING CURRENT PERCEPTIONS AND ACTIVITIES**

Gathering public input and ideas was a priority for the *Imagine Downtown Project* and *Plan*. The engagement effort included a series of stakeholder interviews, several public events, and an interactive project website (both to provide general information and to communicate with, and provide an opportunity for participation to, an audience that may not have attended any of the public meetings.) This is a Community Vision—and its very foundation is the aspirations of the residents for the future of their city.

### **Stakeholder Interviews**

In the spring of 2019, the consultant team interviewed a broad cross-section of stakeholders, including: business and property owners; retail, restaurant, and bar owners; local developers, architects, and real estate professionals; Community Main Street board members; City planning and community development staff; City department directors; and the “parking study implementation staff”.

The consistent themes and concerns identified by the diverse groups included:

- the importance of maintaining the “small town feel” of Main Street while allowing for growth and change elsewhere in Downtown;
- the lack of significant office space in Downtown;
- a recognition that Downtown has thrived as a specialty destination for the past few decades, dependent on boutique shops and restaurants, but that the market dynamic is changing, with the demand for residences, offices, and related daily services;
- the need to better manage the existing parking;
- the need to increase the supply of publicly available parking in order to support growth; and
- a desire for the City to support both small scale reinvestment and revitalization and medium scale redevelopment within the Downtown context.

# Public Kick-Off Event

ITEM 27.

Close to 100 community members attended the *Imagine Downtown!* Kick-Off Event at the Community Center in April. 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. (The Kick-Off slideshow is available for download from the Document Library in the project website ([www.ourcedarfalls.com](http://www.ourcedarfalls.com)) and a video of the presentation is available on YouTube here: <https://youtu.be/H2yRj3L0wLo>)



After the opening presentation, the team used several activities to engage participants, promote discussion and gather input—to get to know Cedar Falls and understand some of the issues and concerns that the *Imagine Downtown Vision Plan* needed to address. The engagement activities included:

- a small group mapping exercise with two components—first, people marked what they considered to be the edges of “downtown”; and second, they identified areas of “strength and weakness” in the Downtown study area (those locations that they liked or felt need improvement) by marking them with green and red stickers;
- 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 in Downtown and nearby neighborhoods; and
- a survey about when, how, and why individuals come downtown.





Cedar Falls, Iowa  
Public Kick-Off Meeting  
April 2, 2019  
Visual Preference Exercise  
**RESULTS**




**BOARD A**

**Adjacent Neighborhoods – Small to Medium Scale Residential**

Although only a snapshot of opinions, the visual preference exercise revealed several consistent community “likes” and “dislikes.” Some highlights:

*Small and medium scale residential development in nearby neighborhoods*

- Preferred – small front yards, 2-3 stories, with architectural detailing
- Not preferred – no front yard, garages or parking in front, continuous repetitive designs

*Medium to large scale residential buildings in Downtown*

- Preferred – street-oriented buildings with fine-grained architectural details
- Not preferred – buildings oriented toward parking lots with minimal and monotonous detailing

*The street-space or public realm (the area between the building façade and the curbs)*

- Preferred – generous sidewalks with street trees and active ground floor spaces
- Not preferred – narrow sidewalks, lack of street trees, and inactive street frontage

*Downtown parking*

- Preferred – on street or in mixed-use parking structures
- Not preferred – exposed parking structures or surface lots

A tally of the visual preference exercise is provided in the *Appendix*.

The kick-off survey revealed two key things: that most participants come downtown frequently for destination shopping, eating, and special events; and that the majority who do not live Downtown arrive via private automobile, although a significant number also walk and ride their bicycles. The survey results and individual comments are provided in the *Appendix*.



Preferred Public Realm



Not Preferred Public Realm



Preferred Downtown Parking



Not Preferred Downtown Parking



# Studying the Context

ITEM 27.

## 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 documented.

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; sidewalk maintenance; street lights; and the visibility and clarity of wayfinding signage.

Several features of particular importance were identified:

- the interconnected street and block grid (with minimal interruption) throughout the study area;
- the vitality of the Parkade and its antithesis along the intersecting side streets, State Street and Washington Street;
- the historic buildings along with some more recent examples of “what not to do” when building in an urban or traditional neighborhood environment;
- the high ratio of surface parking lots to building; and
- the proximity to (yet disconnection from) the Cedar River, parks, and bike trails.



## Understanding Cedar Falls

The study area has a wide range of buildings, both historical and relatively new. The team found construction in progress in the Downtown area, a thriving Parkade, unique architecture, and new residential buildings just off Main Street. Activities ranged from religious to residential; from civic and institutional to recreation and entertainment.



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### 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.

Cedar Falls is growing slowly but consistently. Similar to national trends, the market is calling for housing in mixed-use, walkable environments, particularly for millennial, empty nester, and snowbird demographic groups. The most logical location to fulfill this demand locally is in Downtown and the nearby neighborhoods.

Office demand typically follows the workforce to these walkable locations; and the greater intensity of residents and employees will generate more retail customers for daily goods and services and greater vitality throughout the day and week.

It will also be important to maintain the retail concentration along the Parkade and immediate side streets. With the current upheaval in the retail industry (and the over-supply of locations with retail zoning) expanding retail in Downtown should only be done very judiciously; it should be discouraged further south on Main or west on 1st Street, beyond a conventional walking distance.

Downtown parking requirements need to be “right-sized”—parking demand is declining in mixed-use environments with more people able to walk or bike to their destinations, many couples going from two cars to one, and ride-share services becoming more prevalent. Over-prescribing private off-street parking limits the re-use of existing structures and adds significantly to construction costs, wastes valuable downtown land, and will require higher rents and sales prices.

The City will need to facilitate the desired character of development to fulfill the community vision. Two important steps are to simplify the zoning with clear rules and accelerate the approval process. Predictability will be the key to private investment decisions. The zoning will also need to be updated to serve multiple markets, providing a range of housing options that are appropriate to the scale and context of Downtown and the nearby neighborhoods.

The full *Market Considerations* report is provided in the Appendix.

## DOWNTOWN MOBILITY

Downtowns are different. A mobility system for a successful downtown considers movement of people by a myriad of options: walking, bicycling, riding transit, and driving. The conventional metrics of roadway capacity, efficiency, vehicular level of service (LOS) and vehicular delays (and providing parking on every lot) as people move from Point A to Point B should not be the sole determinant of street design or size in urban contexts. In no other context is the City's Complete Streets policy more important than in Downtown; simply put, getting the design of the street "right" can mean the difference between a vibrant, walkable, and economically successful Downtown and a downtown that motorists "zip" through without any consideration of visiting. The overall goal is to move people, not just cars.

Downtowns are fundamentally different than conventional suburban development—the land use patterns provide a wide range of activities and services in very close proximity, which unlike suburban development, place trip origins and destinations in such proximity that active modes of transport such as walking or cycling can be more attractive than driving.

- Downtowns 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.
- Current trends show an increased interest for multi-modal places, across different age groups. Recent research has shown that millennials are less interested in car ownership than other age groups; in fact, nearly 40% of 16-year olds do not have a drivers' license. These groups desire places where they can live, work, and play without being hostage to the constant need for a personal motor vehicle.
- People are motivated to choose different travel options for a range of reasons, from efficiency or convenience, to economic (save money), health (get exercise), and environment (reduce carbon footprint).
- Downtown Cedar Falls and the adjacent neighborhoods are ideally suited to provide a multi-modal environment. The interconnected street and block network and the compact size of the district provide a great framework for walkability. It should be easy for people to move in and around Downtown safely and efficiently.
- Walkable environments get higher rents for office, retail, and residential spaces (and increase home values.)
- The existing Downtown core area is about the same size (walking distance) as the Cedar Falls Wal-Mart and Target parking lots. All three have destinations that are within a 5-minute walk of where someone might park their car. However, the suburban uses are bordered by roads that are hostile for pedestrians, where the Downtown is inviting to pedestrians and can be more so with careful consideration of street environments as articulated in this Plan.

Cedar Falls has a visible bicycling community (as evidenced by the downtown shops and the existing bicycling trails). If similar to other US cities, the City has a small group of "strong and fearless" bicyclists who will ride in almost any environment; however, almost 70% of people fall into the "enthused and confident" and "interested but concerned" groups that have been proven to increase usage with improved facilities and infrastructure. By better connecting facilities and making the street environment conducive to and safe for use by this 70%, bicycling can be a practical and efficient mode of transportation (rather than just for recreation).

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 significant returns on the investment made in the Razorback Regional Greenway touching multiple downtowns; and even urban areas such as Memphis have seen significant returns on the on-street infrastructure of facilities like the Hampline in Midtown Memphis, to the tune of over 30 new businesses and over \$30 million in redevelopment in a 5-year period.

Transit today is not a viable option for Downtown, but could become one if future development is planned and configured to be “transit-ready” with increased residential and employment intensity in key locations and improved walkability (as all transit-users are pedestrians at one or both ends of their trip). Creating streets that are walkable will also mean closing gaps in current modes and will create streets that are “transit-ready” for such time as when improved transit service could be implemented.

Slowing automobile speeds (through traffic calming measures such as narrowing lanes) in the Downtown will improve the walking, biking, and retail environments. Studies have shown that the likelihood of survival in a pedestrian crash with a motor vehicle decreases exponentially as speed goes up; likelihood of surviving a 20 mph crash is 85%, while survival of a 40 mph crash is only 15%. Benefits of reducing vehicle speed in a downtown district are as follows:

- Pedestrian and bicycle activity increases with improved safety.
- Easier street crossing increases the likelihood that people will shop on both sides of the street.
- Slower moving drivers (and passengers) are better able to see what is happening beyond the curbs, and therefore more likely to stop (or return) to shop or eat.

A more balanced approach to mobility should consider the following:

- the livability and balance of the district;
- “complete streets” that incorporate context sensitive design and solutions;
- the relationship between land use and transportation;
- compact growth and development; and
- “right-sized” parking (that addresses type, location, and quantity).

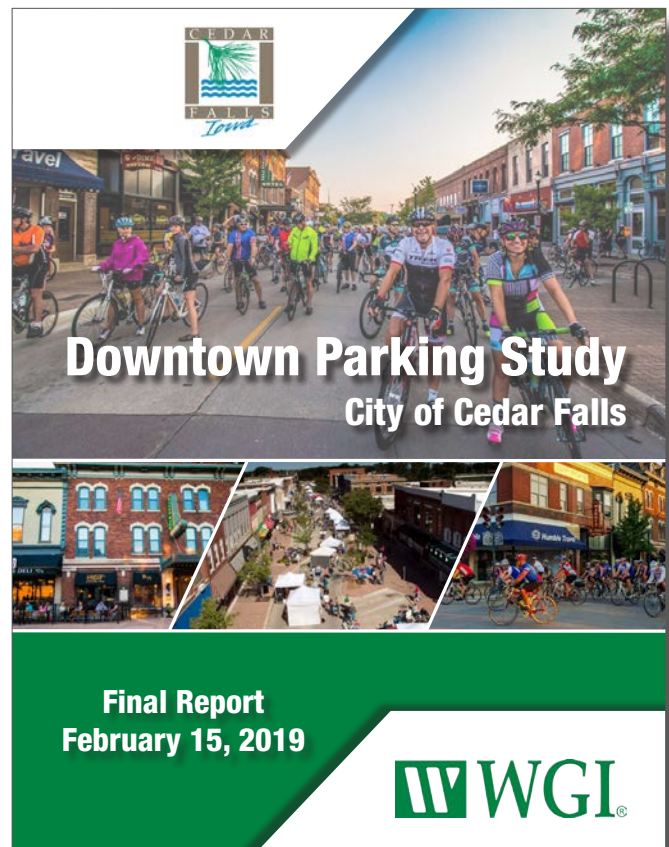
The result should contribute to the overall health of the community: personal (people exercise more through daily activities), economic (walkable places generate more economic returns), and ecological (less pavement equates to less heat and less runoff, which can mitigate flooding concerns).

## DOWNTOWN PARKING

The design team reviewed the recent *Downtown Parking Study* through the lens of urban design and placemaking with its on-site analysis and the community design charrette being especially influential. While generally in agreement with the proposed approach, the team recommends that a few of the strategies be revisited, with time lines accelerated and actions pursued more aggressively to better support the goals and vision of the *Imagine Downtown Plan*.

Currently, most people who visit Downtown arrive by private automobile. These numbers will shift with improved walkability and bicycle connectivity, as well as with continued development of new infill housing opportunities in the Downtown. However, in order to support the economic viability of Downtown, Cedar Falls will continue to need a supply of publicly-available, appropriately located and priced, short- and long-term parking for the immediate future.

One of the primary *Imagine Downtown Plan* recommendations is to establish Downtown as a “park once” environment. There are multiple tools and approaches to accomplish this, but the foundation will be a supply of publicly-available shared parking. An increased



emphasis on the pedestrian realm and improved walkability through careful complete street design is also important.

Within the context of the broader Downtown urban design and mobility analysis, and building on the parking management strategies in the *Downtown Parking Study*, the following should be key implementation priorities to produce the desired environment (and parking supply).

- **Revise the current parking standards as part of the zoning update.** (There are currently no parking standards for Downtown commercial development and 2-plus spaces are required per residential unit.) This does not mean requiring parking to be provided on every redevelopment parcel in Downtown, which would undermine the vision for downtown by eroding the building fabric (*see text box at right*), but rather the new parking requirements should be used as a mechanism for producing additional shared parking in appropriate locations.
- **Target parking supply and management for short- and long-term users.** The needs of short-term parkers, such as Downtown visitors and customers of retail and restaurants, should be addressed with on-street parking and strategically located shared parking. These spaces should be appropriately priced and managed to encourage regular turnover to ensure the constant availability of short-term parking. The needs of long-term parkers, such as Downtown service employees, office workers, and residents, will require different strategies, ranging from an appropriate level of on-site parking to shared off-street parking, depending on context. To encourage full utilization of upper floors in existing Main Street buildings, reduce or remove parking requirements or allow long-term parking to be accommodated through an off-site permit system, since on-site parking is typically not possible.
- **Establish a phased process for changing the approach to Downtown parking management and fees.** This process might include a combination of: education, branding/way-finding, an evening valet system, additional shared parking agreements, a validation system for remote public lots to provide the first two hours for free, discounted pricing for weekly or monthly users, etc. so that the public will gain a comfort level with the new approach to Downtown parking as it is phased in. Depending on the rate of redevelopment in Downtown, these tools may be needed sooner rather than later. Downtown streets may need to be monetized as part of a long-term plan to provide adequate public parking infrastructure. (The city is currently giving away the most valuable spaces for free, with the expectation that people will pay to park further away from their destination in city-controlled lots. In reality, the reverse is true; the on-street spaces are the most valuable for their convenience and proximity to the Downtown attractions. Once the walkability/pedestrian realm is improved as more streets are “completed” per the recommendations in this report, people will also be more willing to walk a block or two for free or less expensive parking.)
- **Identify potential sites for a public/private partnership parking ramp.** (And develop a funding strategy for public participation.) Any such ramp should be located adjacent to Downtown activity centers and use the mixed-use design parameters provided later in this Imagine Downtown Plan.

### Why Rethink Parking Requirements?

Requiring each future infill or redevelopment project to provide all of its parking on-site will work against the environment envisioned in the **Imagine Downtown Plan** for the following reasons.

- On-site parking reduces the redevelopment potential of individual lots.
- Surface lots limit the developable area and create “dead zones” on the street if poorly located.
- Structured parking, whether above grade or underground, dramatically increases the cost of redevelopment (and therefore the cost of new units).
- In addition, having exclusive (single-user) surface parking on each lot will increase the distance between different uses or activities, thereby decreasing the walkability of the overall district. This kind of parking typically sits empty during the 8-16 hours of the day when the designated “user” is elsewhere (work, home, shopping, etc.)

- **Consider a range of financing options for a parking ramp.** This could include the establishment of a “fee-in-lieu” system, tied to any new parking requirements in the zoning update, to fund the creation of shared off-site parking. In addition to parking fees, a mixed-use ramp should also create revenue by leasing active-use ground floor spaces—whether retail or office. Other potential financing streams include the dedication of all Downtown on-street parking revenues, the use of TIF, and SSMID funds.
- **Continue to implement the parking study strategies.** Set triggers for next steps in the overall strategy. Evaluate each step’s effectiveness, and adjust when appropriate, as each parking strategy is implemented.

There is currently a mismatch between the existing built environment of the Downtown study area, the current zoning code, and the community aspirations for the future of Downtown Cedar Falls. The core of the current zoning code, including the residential districts, dates to 1971. Just for context, Billboard's Top 40 for July 1971 included Gladys Knight and the Pips, Nixon was president, and All in the Family debuted on CBS. Zoning from that period was auto-oriented and focused on use separation. The City has been gradually updating the code over the past 48 years, but doing so in a specific problem-solving, piecemeal fashion. It will be important for Cedar Falls to undertake a more comprehensive and cohesive update of the current zoning code to both ensure that the *Imagine Downtown Plan* can be implemented and, equally important, to ensure that the current regulations will not act as a barrier to community's preferred development patterns that have been identified in the process of creating the *Imagine Downtown Plan*. Zoning code updates should include the following:

**1. Use All of the Zoning Tools Available.** A zoning code includes a range of tools that can be used to guide development, including: form standards, zone districts, use standards, site standards, and review processes. Each tool plays a specific role in establishing an overall development pattern. The current Cedar Falls zoning code, though, is heavily focused on regulating through one tool—the individual zone district. As planning and the community has changed over time, new stand-alone zone districts have been created to address the problems of the day. Potential use-related issues can better be addressed through other municipal regulations, such as hours of operation, noise ordinances, and health and building codes.

Because the new zone districts were “layered” on to the existing zoning code, the scope of the districts increased over time to include regulations that typically would have been addressed in another 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 also been left to age in place. This approach 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.

The City needs to create a set of modern, place-based zoning districts with an emphasis on scale, form, character, and intensity to apply to the Downtown plan area, including updates to the relevant residential districts. New general site development standards for Downtown (e.g., parking, landscaping, stormwater, signs) are also needed to bring the baseline standards into conformance with best practices. With these key pieces in place, the City can then determine if any of the new standards should be applicable city-wide or in other designated areas.

**2. Make Subjective Standards More Objective.** While the current code includes both design and development standards, they are fairly general and subjective. In a regulatory context, it is better for both the community and the applicant if development standards are as predictable and measurable as possible. The amended CBD overlay district is a significant improvement over some of the City's older regulations; however, it is still subject to a great deal of interpretation. For example, the CBD overlay district requires: “alternating solid surfaces and openings (wall surface versus door and windows) in the front façade, sides and rear of a building to create a rhythm observable to viewers.” Interpretation of this requirement is wide open, and one person's rhythm might be another's visual clash. To get to the acceptable level of design specificity, the City relies on a negotiated site plan process to achieve the final site and structure design. This approach can be challenging for both the applicant and the City. While most communities engage in some project negotiation, employing a fully negotiated design typically requires an applicant to guess about the City's priorities, can take an extended period of time to complete, and the city can end up approving a substandard project. This approach is expensive and time consuming for both the applicant and the City, not to mention that negotiated development is often an open invitation for NIMBY intervention (i.e., it allows an out-sized role for those opposed to new development in general to complain about a project that conforms to both the *Imagine Downtown Plan* and the zoning code). New baseline site and structure standards should be objective and measurable. This will provide predictability for applicants and limit the overall use of design negotiation.

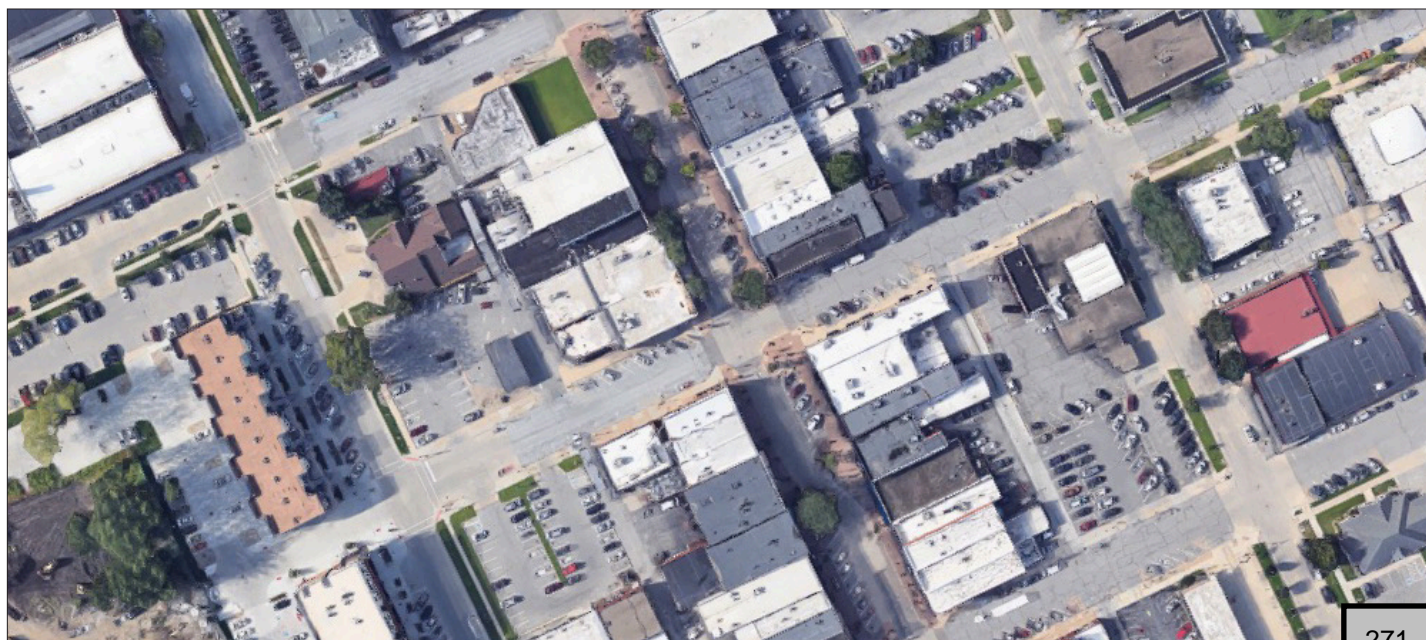
**3. Be Specific About Infill Standards.** The zoning code needs to include specific infill standards and pro Infill standards are designed to ensure that the zoning code does not inadvertently make infill development difficult or impossible by applying general standards that unique lots cannot accommodate. 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 Downtown and nearby neighborhoods, any new development standards should be drafted specifically for a redevelopment context, since the study area is built-out. The new Downtown standards 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.

**4. Right-Size Standards to Create Unique Places.** Older zoning codes are more likely to regulate at a pretty high and very general level, with one set of parking standards or one type of perimeter landscaping. 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 and scale. A number of issues that are particularly problematic in Downtown and traditional neighborhood environments that can be better addressed through more site-tailored regulations include: creating a scaled approach to residential parking requirements; moving away from suburban setbacks and lot coverage standards for the Downtown commercial areas that are outside of the CBD Overlay; and creating design standards for residential development that set rules for context sensitive infill/missing middle development types.

Focusing on form and scale is key for the full range of Downtown zoning standards. The zoning update needs to synchronize the community aspirations of the *Imagine Downtown 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.

**5. Illustrate.** The current code is almost exclusively text. Modern zoning ordinances are much more user-friendly, incorporating “plain English”, illustrations of intent, clear diagrams, and tables to improve clarity and reduce text. The Downtown update should be reformatted and include graphics, with the goal of making similar changes for the entire code.

*The overall approach, content, and format of the zoning update will be determined in the next phase of this project. However, some initial concepts for new development standards are included in the Character Area and Frontage Type sections, beginning on page 35.*







## PUBLIC VISIONING WORKSHOP

The Community Design Charrette was an intensive week-long process working with citizens and stakeholders to define a vision for the future of Downtown and nearby neighborhoods. The week included a public Hands-on Design Workshop, Open Design Studio, brown bag Lunch & Learn, Technical Meetings, and Work-in-Progress presentation.



# Public Hands-On Design Workshop

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## Envisioning the future

On Saturday morning, June 1, Cedar Falls residents came together, rolled up their sleeves, and got to work discussing how they wanted the Downtown and adjacent neighborhoods to grow and change (or not) in the future.

## Working Together

Working in small groups, citizens literally drew their aspirations for the future on top of an aerial photo of the study area—focusing on topics like walkability; character and scale of new buildings; and opportunities for redevelopment. This technique ensures that plans and aspirations are rooted in the physical reality of the study area, and that potential consequences are considered.

## Sharing Concerns & Aspirations

After working through the issues and discussing opportunities, a representative from each table presented their major ideas/concepts for the future of Downtown to the entire group. Many areas of consensus quickly emerged. These points of consensus were studied and tested throughout the charrette week and form the foundation of the *Imagine Downtown Vision Plan*.



## Refining the Vision

During the week of June 2 - 6, the Cedar Falls Woman's Club became an urban design studio where the consultant team worked to turn the citizens' Hand's-On plans into a draft downtown vision plan.

## Ground-truthing

Throughout the week, the team held a series of technical meetings with engineers and technicians from the City and Cedar Falls Utility (CFU); Iowa DOT staff; local police and fire officials; City planning staff; local developers; the bicycle and pedestrian committee; the historic preservation commission; the Cedar Falls Library; the transit authority; the parking management committee; University of Northern Iowa administrators; Community Main Street; and members of the City Council.

These sessions provided an opportunity to gather additional information and test the citizen plans against real-world contingencies. The technical considerations informed and shaped potential redevelopment scenarios that were built on the citizens' ideas—but never contradicted or undermined the overarching community vision.



## Lunch & Learn

On Tuesday, there was a Brown Bag Lunch & Learn on the topic “Downtown Transportation & Parking: How It’s Different & Why It Matters” to begin the conversation about the relationship between the recently completed Downtown Parking Study and the new *Imagine Downtown Plan*. The presentation included information about street configurations and “food for thought” about walkability, traffic calming, road diets, and overall downtown mobility.



## Open Design Studio

The urban design studio at the Woman’s Club was open for several hours each day and residents were welcome to drop in and see the work that was underway. The team explored several redevelopment scenarios, using prototypical parcels and sites within the study area to ensure they ‘fit’ within the Cedar Falls context. Hand drawn and computer simulated “before and after” images of these development studies will help residents visualize potential change before it occurs.





On June 6, a “Work-in-Progress” presentation at the Woman’s Club concluded the Charrette Week activities. The team shared the preliminary work on the *Imagine Downtown Plan*, which was built on the community input from both the April community kick-off and the week’s Hands-on Design Workshop, stakeholder interviews, and technical meetings. The overview of the work to-date included: the teams’ context and site analysis; downtown mobility and parking ideas; and the economic and demographic analysis. The primary emphasis of the evening was on several urban design and planning concepts, beginning with the “Big Ideas” from the public design workshop and including the identification of character sub-areas within the study area; walkability and placemaking; compact, mixed-use environments; and the importance of design—the relationships of physical location, scale, form, and character—in all of the above when planning for a redevelopment context.

The presentation provided numerous illustrations of prototypical infill and development scenarios, including before-and-after simulations of potential redevelopment of actual Cedar Falls sites.

Based on an exit survey at the meeting, more than 90% 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 Downtown Vision Plan*.

**Design Charrette  
 “Big Ideas”**

- 1. Improve walkability: safety, connectivity, comfort**
- 2. Respect historic character**
- 3. Add street trees and other green space**
- 4. Rethink parking**
- 5. Provide housing options for all ages**
- 6. Make biking easier beyond the trails**

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*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 Downtown 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.

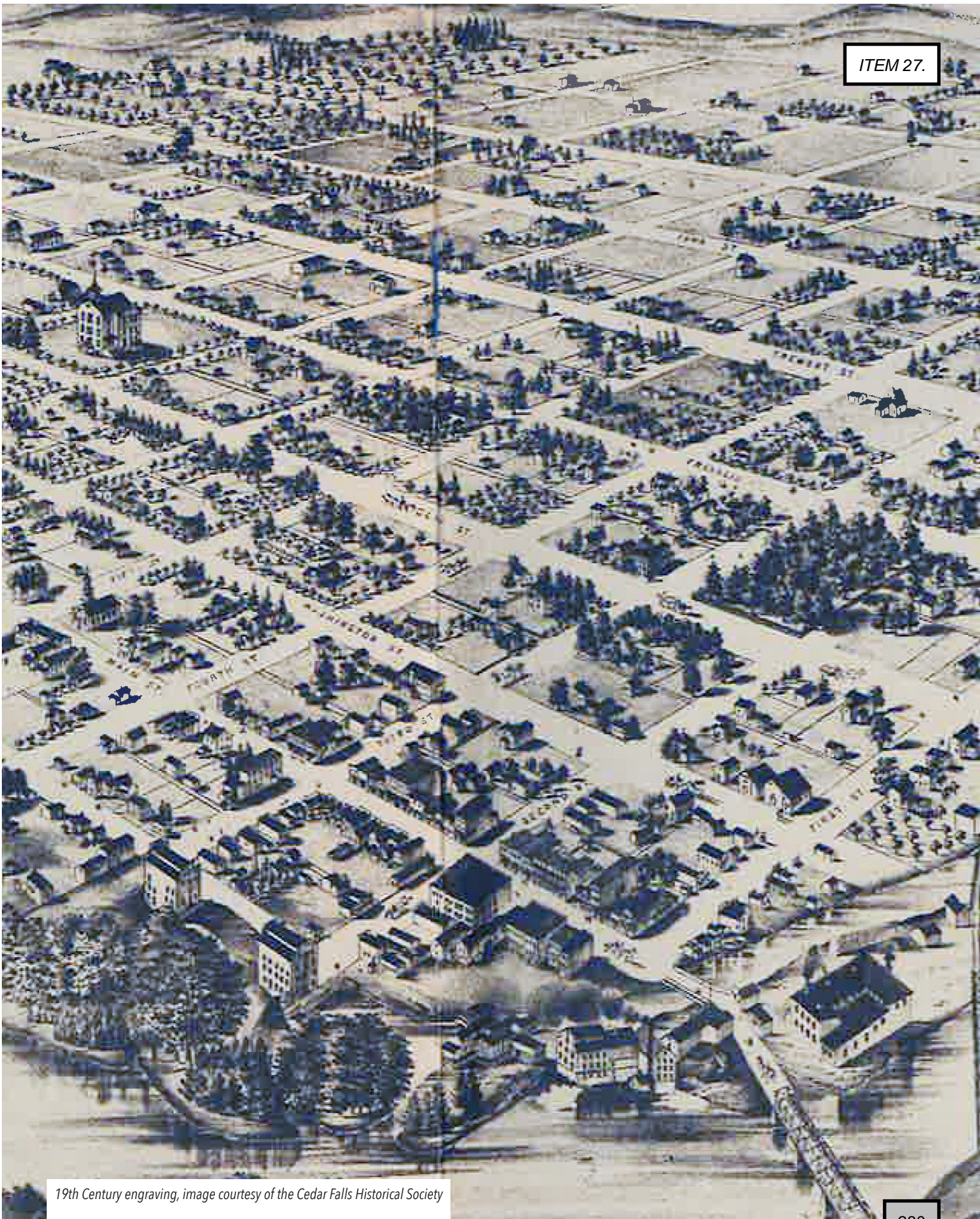
### Missing Middle Housing

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.*)

*Imagine Downtown!*

*October 2019 Planning and Zoning Commission Recommended Draft*

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19th Century engraving, image courtesy of the Cedar Falls Historical Society



Translating the community aspirations from the Public Visioning Workshop into implementation actions is a fundamental step in creating a vision plan framework. Not only are these concepts embedded within the overall *Imagine Downtown Plan* recommendations, this page identifies specific steps for realizing each “Big Idea” in the physical vision plan for Downtown.

## **1. Big Idea: Improve walkability: safety, connectivity, comfort**

### *Implementation Steps*

- Improve (and widen) sidewalks throughout the district.
- Expand the positive street environment beyond the Parkade.
- Build/reconfigure Downtown streets to be good streets, not speedways. Narrow the automobile travel lanes to calm traffic and decrease pedestrian crossing distance and increase pedestrian comfort.
- Maintain connectivity: preserve small block size and the street and alley pattern.
- Improve pedestrian crossings, particularly on 1st Street.

## **2. Big Idea: Respect historic character**

### *Implementation Steps*

- Encourage the re-use of existing (urban fabric) buildings and preserve significant architecture.
- Establish zoning for new development that respects the scale and character of the context.
- Make sure the rules enable small scale infill and redevelopment.
- Manage / control the scale and massing of buildings to transition between Downtown and nearby neighborhoods.

## **3. Big Idea: Add street trees and other green spaces**

### *Implementation Steps*

- Use street trees to “green” downtown, help define the pedestrian realm and slow traffic.
- Explore opportunities for additional urban green space—squares and civic greens.

## **4. Big Idea: Rethink parking**

### *Implementation Steps*

- Create a “park once” environment by improving walkability and exploring opportunities for shared parking.
- Revise requirements and policies to increase supply of public parking in key locations (and help finance it).
- Properly locate and price short- and long-term parking.

## **5. Big Idea: Provide housing options for all ages**

### *Implementation Steps*

- Change the zoning to enable a range of housing types.
- Revise parking requirements to enable and encourage less expensive (market-rate) housing.

## **6. Big Idea: Make biking easier — beyond the trails**

### *Implementation Steps*

- Provide bicycle lanes in key locations as district streets are rebuilt.
- Increase publicly available bicycle parking in Downtown.

# Missing Middle Housing

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Often discussed by citizens during the charrette week, Missing Middle refers to the in-between scale of building 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 more intense Downtown development 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.



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## 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

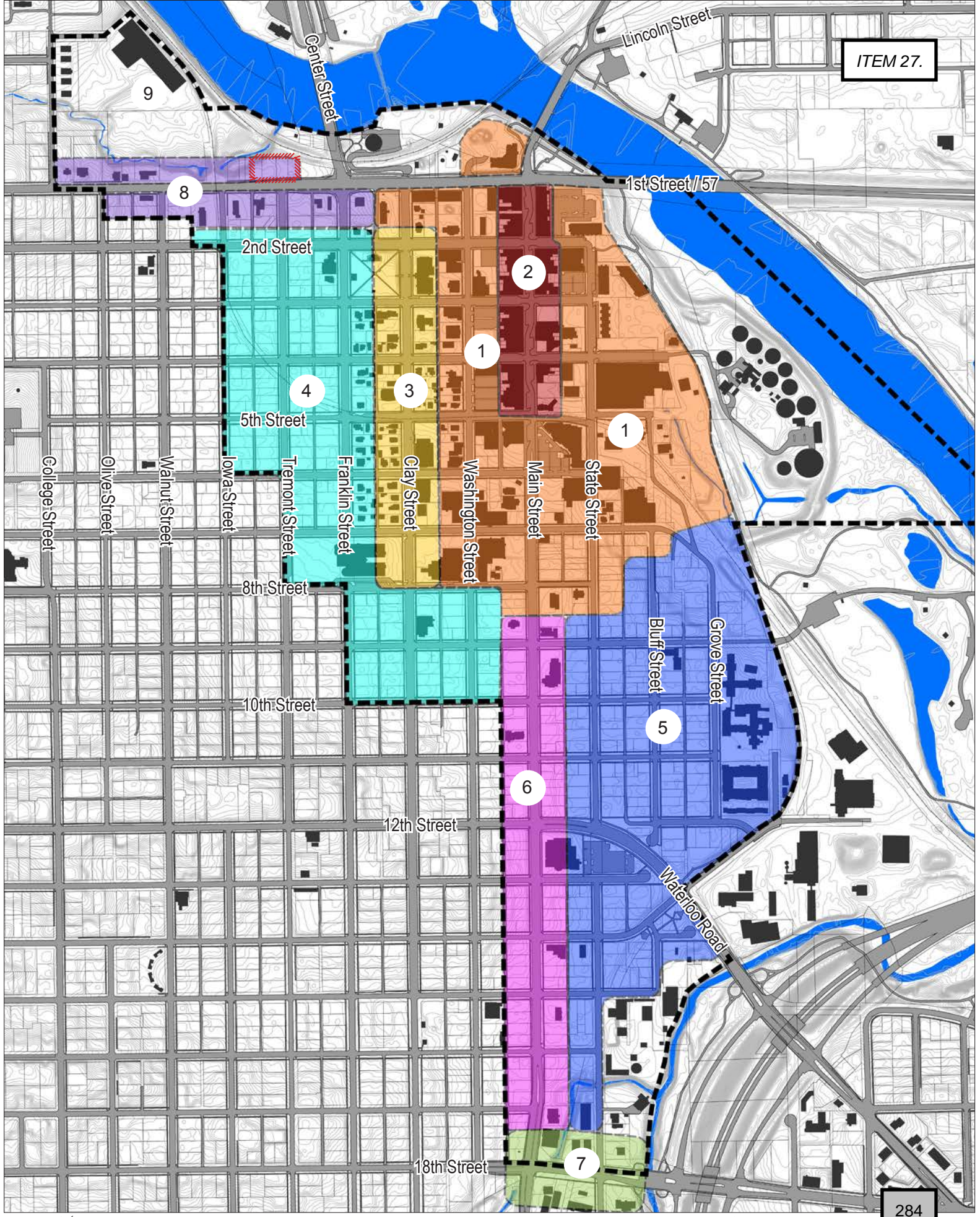
Small detached structures around a central green space, cottage courts can provide the feel of a detached home at a smaller scale. They may require oversize or atypical lots to fit within a neighborhood context.



## 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.





# Understanding Downtown: Character Areas

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The Downtown Cedar Falls study area is not just one thing or one kind of place, rather it is made up of several sub-areas all different in physical character, intensity and scale. Based on the context analysis, market conditions, and community and stakeholder input, the team identified the following Character Areas.

In envisioning growth and planning for the future, 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 Downtown Plan* begins to answer that question. There are several historically significant buildings sprinkled throughout the study area that warrant additional study by the city to determine if any individual properties should be designated for special preservation standards under the updated zoning.

**1. General Downtown:** This area is what many *Imagine Downtown* Project Kick-Off meeting participants thought of as “downtown” Cedar Falls. (If the wastewater treatment plant is relocated or downsized, its redevelopable area should be included in this Character Area.)

Going forward under the *Imagine Downtown Plan*, this area will allow for growth with new downtown-type buildings—multi-story (maximum 4 to 5 stories), and aligned along the back of the sidewalk—and permitting a variety of uses including office, retail and residential. There will also be streetscape improvements to enhance the walkability of the whole General Downtown area.

During the charrette, there were some advocates for larger buildings (above 5 stories) as opportunities for economic development. A taller building may be warranted if it will fulfill a defined community goal and create a significant and quantifiable net public benefit to the community that would not otherwise be realized. However, given the growth rate of Cedar Falls, buildings taller than 5 stories could result in a number of unintended consequences, including:

- Significantly increasing the cost of construction, which may require a high level of public subsidy;
- 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 remote site to provide the needed parking, creating an unfriendly pedestrian environment at the remote site.
- Absorbing demand for new growth on one or two sites, leaving other potential development sites to languish for a longer period of time.

In general, it may be more economically beneficial to spread the market demand more broadly across the downtown rather than concentrating it on one or two individual sites.

**2. The Parkade:** The historic Main Street between 1st and 5th Streets—the current “jewel” of Cedar Falls. Under the *Imagine Downtown Plan*, this area will be protected and enhanced.

Any new construction on the Parkade will be closely modeled on the existing scale, form, pattern and materials of the historic buildings. New buildings will be no taller than the eave or parapet of the Oster Theater Building on Main and 1st Street (limited to four stories and 50 feet).

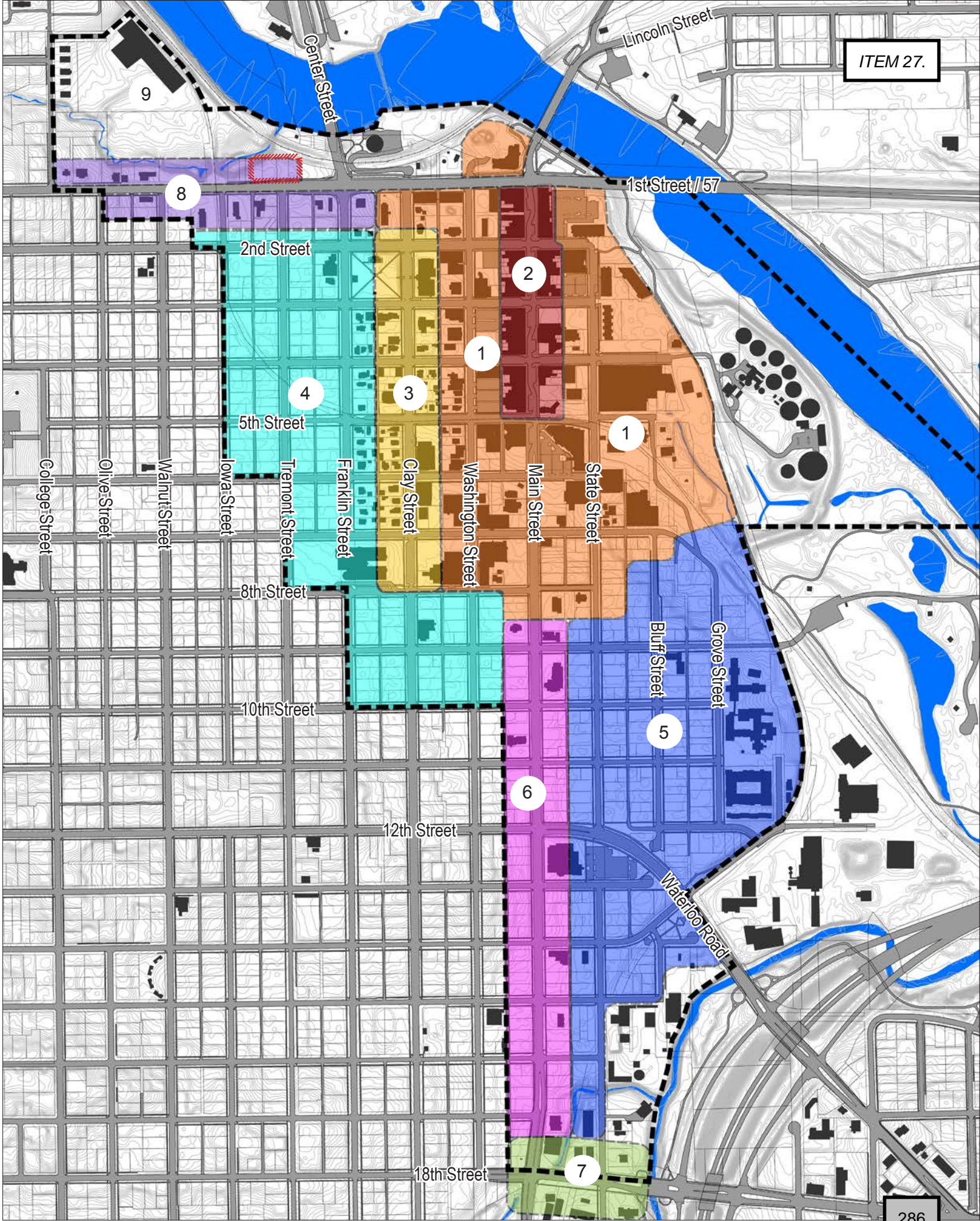
**3. West Transition Area:** A mixed-use area, generally along Clay Street, between the General Downtown and the Overman Park Neighborhood Character Areas. It is currently a mix of building forms and uses—urban and suburban, residential and office. This area serves as a transition to the more residential Overman Park Neighborhood.

New buildings, under the *Imagine Downtown Plan*, will continue to permit a mix of uses (however, new retail will not be encouraged). New structures will be limited in scale: no more than three stories in height and 120 feet in breadth or frontage (façade length along the sidewalk). The buildings will be aligned, either along the back of the sidewalk or with small dooryards. Height at the rear lot lines will also be limited, to protect adjacent single-family houses in the neighborhood. Some individual historic homes may be eligible for specific designation.

**4. Overman Park Neighborhood:** A stable, residential, neighborhood of primarily owner-occupied single-family detached houses interspersed with a few small offices, in close proximity to the Main Street Parkade. Incremental infill should be allowed—both more single-family detached houses and Missing Middle forms at a context-sensitive scale.

Under the *Imagine Downtown Plan*, this area will be protected. New structures will be limited in the scale; no more than two-and-a-half stories in height and 60 feet in breadth (along the sidewalk) with additional design, architectural and form standards to break down the building massing, and all will have front yards. Limiting the intensity allowed for new development, whether Missing Middle or not, will discourage the redevelopment of lots with existing, viable, bui

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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.

ITEM 27.

**5. Southeast Neighborhood:** A residential neighborhood of primarily single-family detached houses, with a significant number of rental properties and a few large residential institutions. The area is bordered on the south and east by some semi-industrial buildings.

New buildings, under the *Imagine Downtown Plan*, will include infill of Missing Middle housing of a context-appropriate scale. New buildings will continue to have small front yards, be limited to three-and-a-half stories and their breadth to the street limited to 75 feet or 100 feet, depending on the context and the degree of evolution or transformation desired.

**6. Main Street Corridor (9th to 17th Streets):** A tree-lined corridor with buildings set behind small front yards, that includes a mix of single-family detached houses (some of which are being used as offices), small commercial buildings, and religious and other civic institutions.

Under the *Imagine Downtown Plan*, the “green” nature of this corridor will be maintained and enhanced. Landscaped front yards will line the street and significant improvements to the streetscape itself are planned. New buildings will be limited to three and a half stories and their length/widths to the street limited to 75 feet or 100 feet, depending on the context. Uses along the corridor will continue to be primarily residential, mixed with some office space and places of worship. New retail will not be encouraged. Service and parking will be accessed from alleys; no new curb cuts will be permitted along Main.

**7. Southern Gateway (18th Street and Main):** This is the southern entrance to the study area. The 18th and Main Street area is currently underdeveloped in a primarily highway-commercial form.

In the *Imagine Downtown Plan*, new buildings could be at a form and scale similar to the General Downtown, but with height limited to three stories (further limited where adjacent to existing residences) and lower required frontage build-out. Building uses will be flexible, allowing retail, residential and office. Redevelopment will be limited by the lot sizes and depths, and at the Main Street intersection it is further limited by the flood plain. A roundabout, as a Gateway feature to calm traffic before it enters the Main Street Corridor, should be explored. (The City's 2017 *Main Street Corridor Traffic Study* also mentioned a roundabout in this location.)

**8. Northwestern Gateway (1st Street from Franklin Street to Walnut Street):** One of the main Gateways, this corridor gives many visitors their first impression of Downtown Cedar Falls. It is currently underdeveloped in a wide range of forms, from its more urban form at the eastern edge at Main Street to scattered auto-oriented (highway) commercial at its western end. This area includes the recently designated Wilde Historic District (*outlined in red*) that will be covered by special preservation standards in the updated zoning ordinance.

New development under the *Imagine Downtown Plan* would be with urban mixed-use building forms (to define a physical/spatial Gateway) and transform this area. New buildings will be between 2 and 4 stories along the street with service access and parking lots behind, within the block interior. Major streetscape improvements to this busy road are underway and should improve the pedestrian realm and salvage walkability. Special height and setback limitations will apply to redevelopment sites that back-up to the residences fronting on along 2nd Street.

**9. Northwest Riverfront:** This is one of the Downtown study area's largest potential redevelopment sites—separated by 1st Street and distinct from the core downtown area. Residents provided minimal input about the area during the *Imagine Downtown* public visioning process (likely due to that physical separation).

Additional urban planning and design will be needed for this site. Any redevelopment here should extend the street grid and complement Downtown—and fulfill the other *Imagine Downtown* “Big Ideas”. The area may accommodate taller buildings, as long as they contribute to the desired compact, street-oriented, walkable character of the study area. The potential uses are broad—excepting that significant retail could dilute and compete with the existing Downtown retail.

*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 Downtown Frontages

ITEM 27.



**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

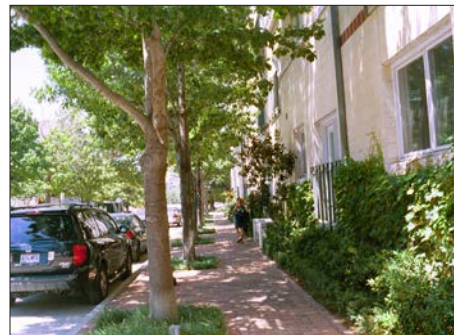
**Ground Floor Ceiling Height:**  
Minimum 11-15 feet above sidewalk,  
depending on use

**Frontage Build-Out:**  
Minimum 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

*\*varying with specific location and  
adjacencies*



This is the basic American “downtown” street frontage, once typical in towns and cities across the United States. Multi-story buildings with closely spaced entrances and windows are lined up shoulder to shoulder behind the sidewalk, filling out the block-face.

This frontage is for new downtown-type buildings: street-oriented, and mixed-use. Required throughout the General Downtown area, these frontage buildings can accommodate a range of uses, allowing retail shopfronts, office or residential buildings, and/or mixed-use buildings, with service access and parking lots in the block interior, accessed from the alley.

Where adjacent to single-family residential areas, special setbacks and height restrictions will apply, to protect the existing neighborhoods.



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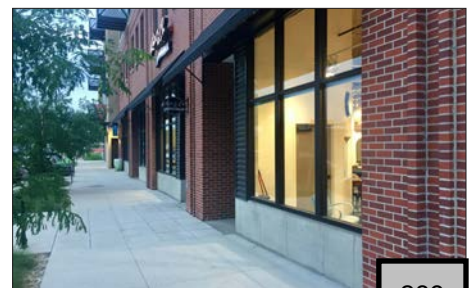
# Storefront Frontages

ITEM 27.



The Storefront is the quintessential American “main street” frontage, with retail and restaurant uses on the ground floor and residences or offices upstairs. The overall building form is the same as the General Downtown frontage, but with large display windows across the ground floor facade and frequent entrances along the street.

This frontage will be required in the Parkade Character Area and permitted in the General Downtown Character Area.



## 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

*\*varying with specific location and adjacencies*

# Missing Middle Small Frontage Type

ITEM 27.



**Maximum Building Height:**  
2.5 to 3.5 stories\* excluding basements

**Facade Transparency:**  
20-70%

**First Finished Floor Elevation:**  
Minimum 3 feet, maximum 8 feet above sidewalk

**Permitted Projections:**  
Bay windows and balconies

**Ceiling Height:**  
Minimum 9 feet clear

**Frontage Build-Out:**  
Minimum 50 to 75%\*

**Continuous Facade Length:**  
Maximum 65 feet

**Permitted Uses:**  
Residential, Home Office

**Minimum Private Open Area:**  
15% of buildable area, at grade

*\*varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The character and intensity of the Missing Middle frontage varies but is generally moderate, linked to its Character Area. It is often a series of smaller structures—configured as single-family detached, attached or stacked flats.

This scale of Missing Middle is more limited—in its height and footprint, specifically to comfortably fit into the existing context, allowing redevelopment and limited intensification of the Downtown-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 be closely tailored to work with the existing context, typically providing a small front yard.

# Missing Middle Medium Frontage Type

ITEM 27.



This scale of Missing Middle is tailored to comfortably fit into the existing context and is linked to its Character Area. It is a step up in intensity and scale from the Small Missing Middle frontages, allowing redevelopment and limited intensification of these Downtown-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 front porches and small dooryard gardens.



## Maximum Building Height

3.5 to 4.5 stories\* excluding basements

## Facade Transparency:

20-70%

## First Finished Floor Elevation:

Minimum 3 feet, maximum 8 feet above sidewalk

## Permitted Projections:

Bay windows and balconies

## Ceiling Height:

Minimum 9 feet clear

## Frontage Build-Out:

Minimum 50 to 75%\*

## Continuous Facade Length:

Maximum 75 to 110 feet\*

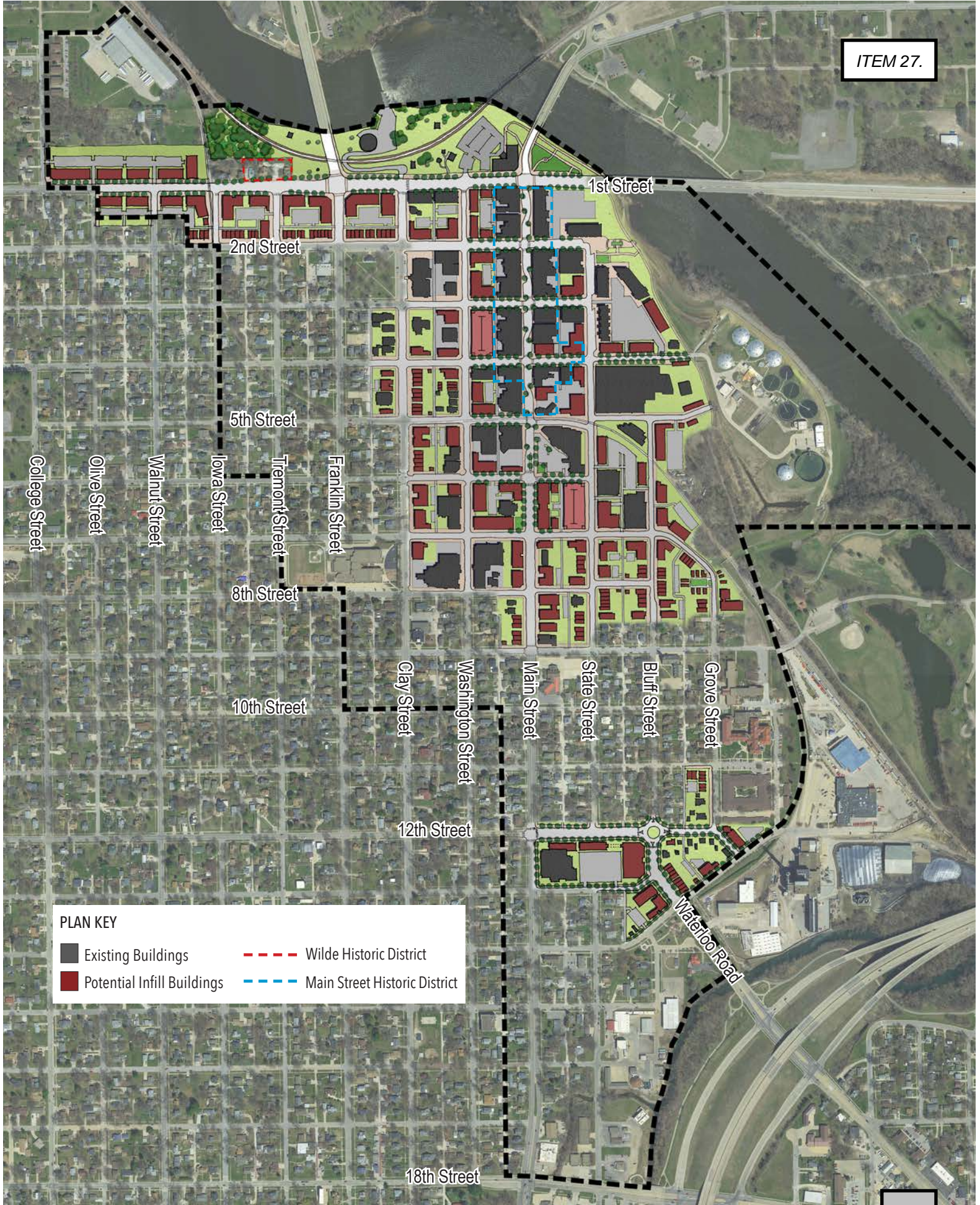
## Permitted Uses:

Residential, Home Office



## Minimum Private Open Area:

15% of buildable area, at grade

\*varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story



**PLAN KEY**

 Existing Buildings	 Wilde Historic District
 Potential Infill Buildings	 Main Street Historic District

# The Vision

*The Imagine Downtown Plan includes an illustrative master plan, showing prototypical redevelopment scenarios throughout the district, incremental infill of downtown sites, and re-imagined downtown 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 the district rather than the design of individual buildings.*

This is a vision document, and it explores various “what if…” scenarios. Its foundation is the public input from the hands-on session and 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 development may occur in the Downtown Cedar Falls study area—a possible future build out of the area, assuming most underutilized parcels are redeveloped. It assumes no time line, as the market generally determines the pace of growth and investment. The plan respects the existing context and suggests where mixed-use (residential with commercial) makes sense, and areas that should be primarily limited to residential.

Residents described (and drew) a district where a variety of activities are possible, including living, working, shopping, and playing, all within close proximity. While the automobile should be accommodated, the district should be a place that pedestrians feel safe and comfortable undertaking a variety of daily activities—where someone will walk by choice, not only by necessity! This plan focuses on the urban design or overall form of the district. The buildings pictured are intended to illustrate scale and character—there are multiple alternative building designs that would fulfill the same plan intent.

The economy and transportation infrastructure will play significant roles. How do you change the character of auto-dominated streets to make them pedestrian friendly? What will it take to bring in the number of new residents and office workers necessary to support a broader variety of retail and promote economic development? What are the best locations for new public space? How do you improve the physical connections between adjoining neighborhoods? What needs to happen first? The pages that follow provide guidance and direction.

## Downtown Vision Plan Design Principles

1. Buildings are aligned and close to the Street: buildings and street trees provide a sense of enclosure, framing and defining the Public Realm (or Street-Space).
2. Reconnect or expand the street grid whenever possible—always preserve existing streets and alleys.
3. Buildings oversee the Street-Space with windows and doors: these “eyes on the street” contribute to safe and vital public spaces.
3. Buildings should occupy block corners (reducing the perceived pedestrian crossing gap and maintaining the Street-Space)
4. Buildings are designed for the city: 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.







The pages that follow illustrate several “what if” redevelopment scenarios to further explore what is shown in the Illustrative Plan 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 style. The images are intended to provide a sense of an appropriate scale, massing, and siting, rather than specific architectural design or aesthetic.

- 1. Visualizing Change: New Downtown Side Streets** (currently illustrated on p. 46-47)
- 2. Prototypical Project: Mixed-Use Parking Ramp off Main Street.** (see page 48)
- 3. Prototypical Sites: Main Street from 6th to 7th Streets.** (see page 49)
- 4. Prototypical Project: Parkade Civic Green and Mixed-Use Ramp.** (see page 50)
- 5. Prototypical Sites: General Downtown Blocks** (see page 51)
- 6. Prototypical Project and Visualizing Change: Clay and 4th - Missing Middle** (see pp.52-53).
- 7. Prototypical Project: Grove and 11th - Missing Middle** (see pp.54)
- 8. Prototypical Project: Grove and 7th - Missing Middle** (see pp.55)
- 9. Prototypical Project: Main and 13th - Missing Middle** (see pp.56)
- 10. Prototypical Project: Waterloo/12th Street.** (see page 57)
- 11. Prototypical Project: East Viking Pump Site.** (see page 58)
- 12. Prototypical Project Wastewater Treatment Site.** (see page 59)

## Re-Imagining Downtown Streets

- Main Street Corridor** (see page 60)
- 3rd to 6th, Parkade to Alley** (see page 61)
- 3rd to 6th, Alley to State/Washington** (see page 62)
- State Street** (see page 63)
- Washington Street** (see page 64)
- 12th/Waterloo Street** (see page 65)
- Franklin Street at Overman Park** (see page 66)

### PLAN KEY

 Existing Buildings	 Wilde Historic District
 Potential Infill Buildings	 Main Street Historic District

# Visualizing Change: New Downtown Side Streets

ITEM 27.

## Existing Condition

Looking west, down 4th Street, away from Main Street.



This is in stark contrast to the Parkade environment and requires people to walk through a long stretch of asphalt, along narrow sidewalks and blank building walls, with no street trees for shade.

## New Public Infrastructure

Here public investments in infrastructure begin to re-shape the environment.



Now there are wider sidewalks, increased street lighting, proper planting areas for street trees interspersed with the angled parking, and narrower travel lane widths.

The public realm is improved for both pedestrians and automobile drivers.

## An Urban Parking Ramp

This view includes the redevelopment of the half-block from the alley to Washington, between 3rd and 4th, with a prototypical mixed-use parking ramp, with active uses fronting the street.



This greatly increases the available parking adjacent to the Parkade. (see page 48)



# Visualizing Change: New Downtown Side Streets

ITEM 27.

## A Sense of Place

Here the private sector responds to the investment in the Public Realm. Existing historic buildings are re-used. Formerly blank walls are carefully opened up with new shopfronts, doors, and windows. Pedestrian traffic between the Parkade and the ramp (and other on-street parking) creates retail opportunity.



## The Downtown Vision in Full

In this view, street trees have been planted in beds in on the north (right) and in a continuous planting trench (with porous pavers or a bridging slab) on the south; bicycle parking has been added.

With the addition of viable street trees, bicycle facilities, and opened building facades with active frontages, the street is reclaimed as complement to the Parkade. The buildings and street trees provide a sense of enclosure, creating a comfortable public realm and excellent place for working, shopping, dining...and living. This is a street that is “good for business” and an incentive for more private sector investment. More information on a prototypical Mixed-Use Parking Ramp follows.

# Prototype Project: Mixed-Use Parking Ramp

ITEM 27.



Proposed Mixed-Use Parking Ramp (see also page 49)



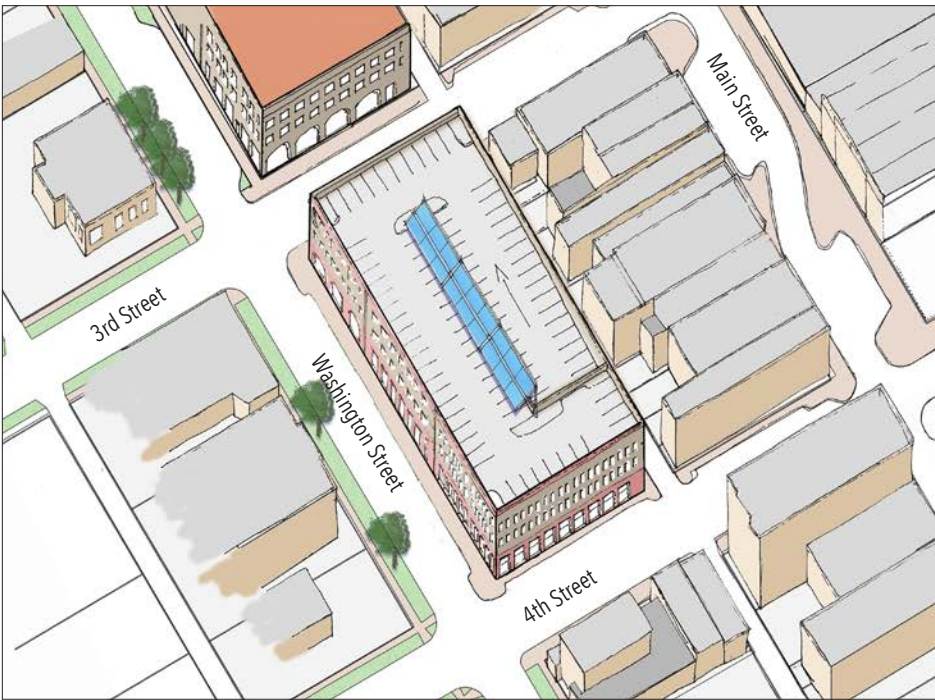
Comparable Parking Ramp, Arlington County, VA

## Vision: a Mixed-Use Ramp

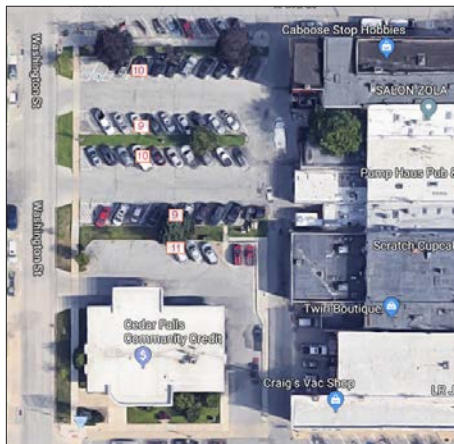
This prototypical redevelopment would include active ground floor space fronting the sidewalks on Washington, 3rd and 4th streets. Parking is increased from 49 spaces (2019 count) to approximately 276 spaces on this half-block.

This is an illustrative project; such a mixed-use parking ramp could fit on several different downtown blocks along State or Washington Streets. A half-block is the minimum size for a reasonably efficient and cost effective ramp. The minimum space needed for car circulation is fixed and a smaller ramp starts to require more circulation than it provides in parking.

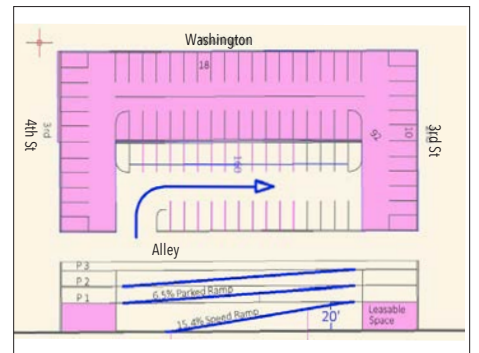
The example drawn to the left includes solar panels on the top parking level, which could also serve to provide covered parking.



Sample Existing Condition



Sample Existing Condition, 49 parking spaces



Parking Ramp Configuration Diagram, Plan and Section

# Prototypical Sites: Main Street/6th-7th

ITEM 27.



Existing Condition



3-Story Version on Washington & 7th Street sides

## Vision, General Downtown

Buildings located at back of sidewalk with active ground floor uses, and parking on interior block surface lots and under buildings (note the ramps coming off the alleys in both blocks). In these examples, a reasonable amount of parking is provided on-site. Uses are flexible, but may be limited by market and parking demands, as some users might want more. (See a full parking ramp option on p.50)



Potential General Downtown building forms with flexible uses, shopfront to office to all-residential

Imagine Downtown!  
 October 2019 Planning and Zoning Commission Recommended Draft

# Prototypical Sites: Parkade Gateway & Mixed-Use Ramp

ITEM 27.

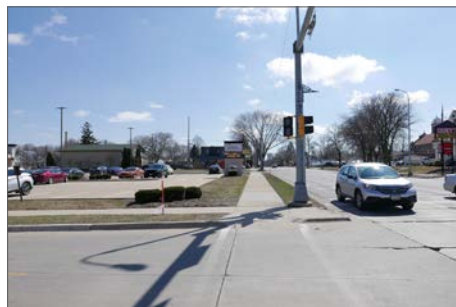


## Vision: What if...

In searching for a location for a new public green, the parking lot in front of the library and community center stands out. However, this parking is critical for these two public facilities.

What if...a new mixed-use ramp could be provided between 6th and 7th streets, directly across from the Community Center? Some amount of accessible parking spaces would need to remain on the Library site; however, if much of it could be relocated across the street in a mixed-use ramp, this area could be converted to a new beautiful public green, creating an much improved southern gateway.

A small plaza could be created in the near term, but in order to create a usable green, these two projects would need to be undertaken in tandem.



## Existing Condition

Three surface parking lots and a gas station provide an uninviting southern gateway to the heart of Downtown.

# Prototypical Sites: General Downtown Blocks

ITEM 27.

## 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.

For greater building heights (and use intensity) the market will likely demand additional parking, which will require a new approach to providing and managing parking (see p. 17).

Building heights above 5 stories require a different and more expensive construction type—often making structures from 6 to 10 stories cost prohibitive.



### Vision, Downtown Blocks

Buildings with active facades line the downtown streets and define the public realm, improving walkability as well as the business environment. Parking is provided in the block interior, on surface lots (as drawn above) or under the building (see drawings on previous page), or in a mixed-use parking ramp.

New building along Downtown streets represent economic development opportunities. A great deal of value (new tax base) can be created in the downtown by having active buildings along all the streets.



Surface parking lots along the sidewalk... erode the Public Realm

*Imagine Downtown!*

*October 2019 Planning and Zoning Commission Recommended Draft*



Existing Surface Parking on Downtown Building Lots

### Existing Conditions:

Much of the Downtown land near the Parkade and Main Street is given over to surface parking lots. These provide parking for current uses, but but make no contribution to the City’s tax base or its walkability and quality of life, and limit opportunity for growth and economic development.

# Prototypical Site: Clay and 4th – Missing Middle

**ITEM 27.**

## Existing Condition

A standard Downtown quarter-block site, currently with one-story buildings, surface parking, and a vacant lot, serviced by an alley.



**Rowhouses.** Facing the street with small front yards, and private backyards. Surface parking or detached garages accessed from the alley.



**Two Small Apartments.** Two-and-a-half or three-story buildings. Parking is provided off the alley.



**Small Courtyard Apartment.** A residential building with a courtyard entrance and shared rear yard. Parking is provided off the alley.

# Visualizing Change: Clay and 4th

ITEM 27.

## Existing Condition

View toward the southwest, looking across the intersection of Clay and 4th streets. The existing one-story office buildings are very different than the surrounding context. They present blank walls to the street, with minimal windows and doors along the sidewalk. They also under-utilize their sites, given their proximity to the center of the downtown.



## Potential Redevelopment

The same lots could be redeveloped in several forms, as illustrated on the previous page. This “before and after” sequence demonstrates a rowhouse configuration. Parking is provided off the alley to the rear, behind the new buildings, and on-street. These buildings could be used as offices, live-work units, or residences.



**Full Vision:** This view adds investments in public infrastructure to the property frontage: street trees and proper travel lane widths. This is now a pleasant place to walk that contributes to the quality of life (and tax base) of the city.

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*October 2019 Planning and Zoning Commission Recommended Draft*

# Prototypical Site: Grove and 11th – Missing Middle

ITEM 27.



**Existing Condition** This site is a standard quarter-block in a traditional Cedar Falls neighborhood. It includes two vacant lots, with street frontage on two sides and alley access at the rear.



**Rowhouses** Three sets of Rowhouses. Parking is accessed from the alley. These could also be configured as stacked flats (small apartments).



**Two Small Apartments** Two or two-and-a-half story buildings, fully integrated into the neighborhood. Parking is provided at the back of the lot. Small detached structures at the back of lot could be additional units or garages.

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# Prototypical Site: Grove and 7th – Missing Middle

ITEM 27.

## Existing Condition

A large, underutilized and irregularly shaped corner lot, embedded within an existing traditional neighborhood, with alley access.



## Cottage Court

Several small cottages front around a central green space. The layout of the site is oriented to the neighborhood, rather than internally. It maintains the street edge, defining the public realm through both building placement and street trees. Parking is provided at the rear of the lot, accessed from the alley.



Drawing by architect Ross Chapin, from AARP website.

Cottage courts can provide a housing option for people who desire a detached single-family house, but with considerably less upkeep, expense, and maintenance. Individual cottages are typically small, with 1 to 2 bedrooms at most.



# Prototypical Site: Main and 13th – Missing Middle



**Existing Condition** ITEM 27.  
 A standard quarter-block site, along the Main Street Corridor. Currently vacant property.



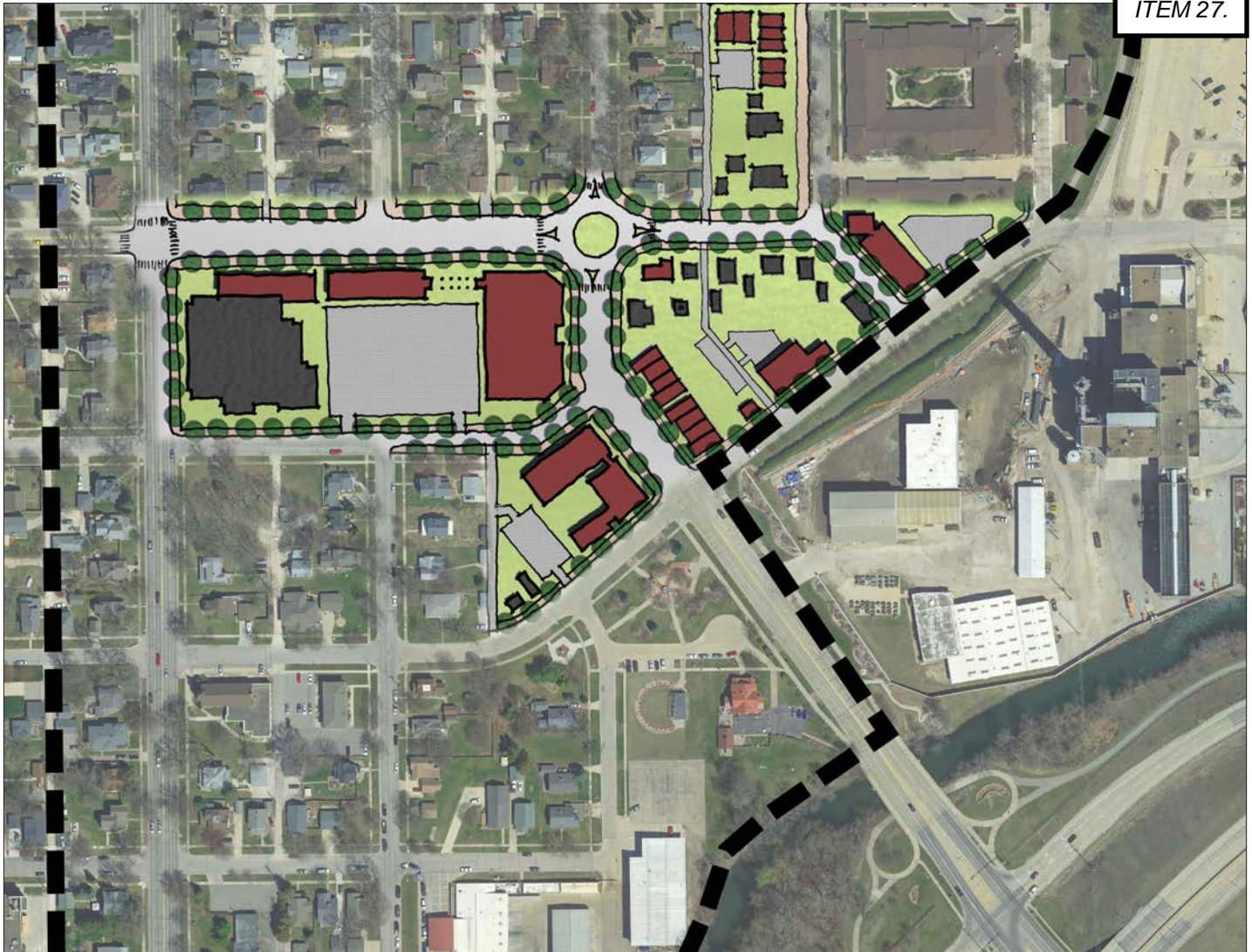
**Rowhouses**  
 This scenario was explored in conjunction with the “greening” of the corridor (*see page 68*). In character with the existing context, this group of rowhouses have front yards matching the existing context. Each house has a back yard and a detached garage accessed off the alley. The rear garages could include upper-story granny flats.

Rowhouses—or Attached Single-Family Houses—provide an affordable housing option for people who desire a single-family house, but with considerably less upkeep and maintenance.



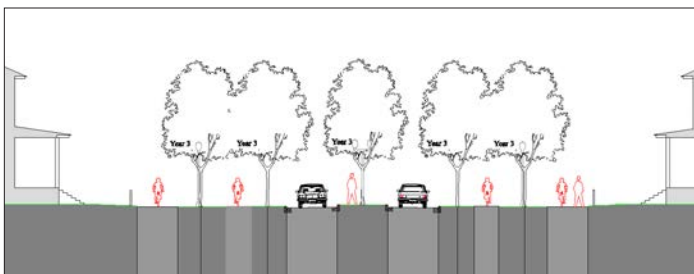
# Prototype Project: Waterloo Road / 12th Street

ITEM 27.



## Vision

This “what if...” scenario proposes a reconfiguration of Waterloo Road/12th Street. Traffic coming into the neighborhood from the highway will be calmed as this new street pattern will send the clear signal that this is a neighborhood—no longer a high-speed environment. This will reconnect the neighborhood north and south of Waterloo and improve both pedestrian and auto connections. A traffic study will be necessary prior to implementation. This arrangement creates new, buildable land area along the street frontage. This illustrative drawing shows several potential new buildings along 12th/Waterloo Streets, more parking, and new street and pedestrian connections. (see page 66)



Proposed Waterloo/12th Streets Center Left Turn Lane / Treed Median



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## Prototype Project: East Viking Pump Site

ITEM 27.



### Potential Redevelopment: What If...

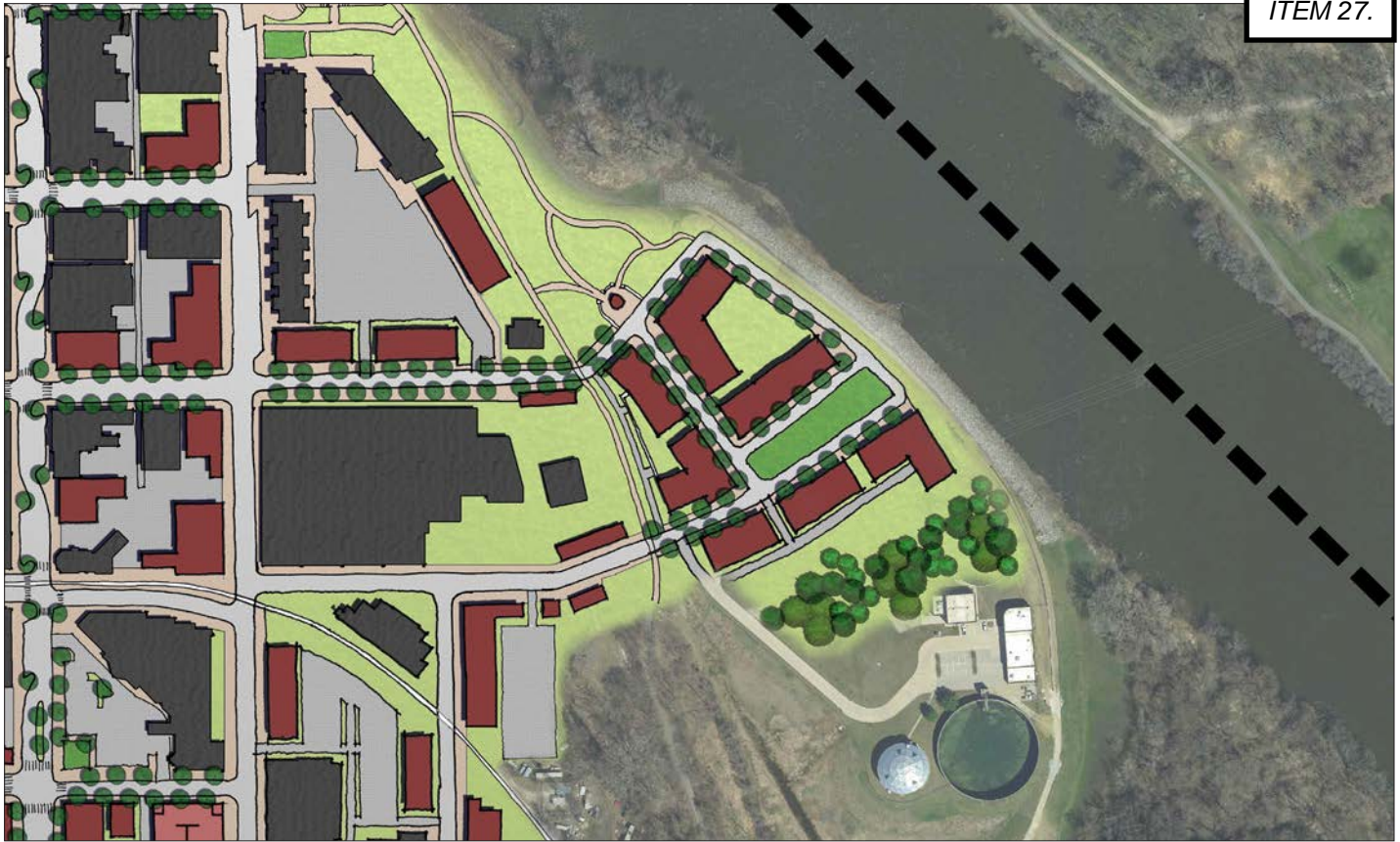
This is a “what if...” scenario, wholly at the option of the Viking Pump operation. The eastern portion of the property is redeveloped, allowing a large and efficient parking garage hidden behind mixed-use liner-buildings on its north and south sides. The new “liner” buildings could provide new office or R&D space for Viking or their tenant(s). It would be available for the full range of uses permitted in the General Downtown Character Area.

This redevelopment would expand the Downtown environment, providing additional parking within comfortable walking distance of the Parkade and Viking Pump itself.



# Prototype Project: Wastewater Treatment Plant Site

ITEM 27.



## Potential Redevelopment: What If...

From the Public Kick-Off “strengths and weaknesses” exercise to the Charrette Week “hands-on design workshop”, the most consistent idea heard was to relocate the wastewater treatment facility outside of Downtown. While such a move would be a major public policy decision for the City, with a significant price tag, the design team did explore the possibility. *Despite the fact that there are numerous unknowns and variables at this time, the City should have clear goals for the redevelopment of all or a part of the site, should the opportunity arise.*

- Based on stakeholder interviews and technical meetings, the above schematic illustration recognizes the need for a portion of the treatment facility to remain on-site, including a pump station and a detention/retention tank, even if the principal operations are relocated.
- Some of the unknown variables include: the minimum land area required for the remaining operations; limitations on and/or expense of redevelopment and construction due to soil quality (previous fill), water table, or potential brownfield hazard issues that might limit future uses.

As this site represents the potential single largest redevelopment parcel within Downtown, the opportunity to address several *Imagine Downtown Plan* aspirations should not be ignored. In addition to relocating the wastewater plant, another popular idea throughout the public visioning process was to create new public green space in Downtown. Due to the built-out nature of the study area, there are almost no locations where this might occur. The wastewater treatment facility property provides an exception.

This illustration addresses several key goals that should be included in any redevelopment scenario.

- Reintegrating the site into Downtown through the extension of the street grid
- Providing a public (or publicly accessible) green space to reconnect Downtown and the Cedar River, creating more value for private redevelopment on adjacent parcels
- Accommodating a range of housing types
- Creating additional parking (under the building plinth and the green spaces)
- Maintaining approximately 50% of the site as a public wastewater facility (as well as the existing levee)

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Streets are a community's first and foremost public spaces and should be just as carefully designed and planned as a park or public building. The character of the street—both its scale and its details—plays a critical role in determining the quality of the pedestrian realm in a given location.

Streets must balance the needs of all forms of traffic—auto, transit, bicycle and pedestrian—to maximize mobility and convenience for all residents and users. Street character will vary depending on location and design: some will carry larger volumes of traffic and provide a more active and intense urban pedestrian experience while others will provide a less active and more intimately scaled street-space.



*The street sections on the following pages are presented as models for future street reconfigurations (and for any new street construction) in the Downtown Study Area. The narrow lane widths are recommended—as auto traffic in the Downtown Study Area should be slow moving. (However, all lane widths are subject to adjustment.)*

These models are proposed in pursuit of Downtown Mobility (see p.16), with the goal of moving people, not just cars. They show one way to balance the different mobility and quality of life interests competing for the public rights of way in the Downtown. Getting the design of the street “right” can mean the difference between a vibrant, walkable, and economically successful Downtown and a downtown that is just a “pass-through” for motorists.

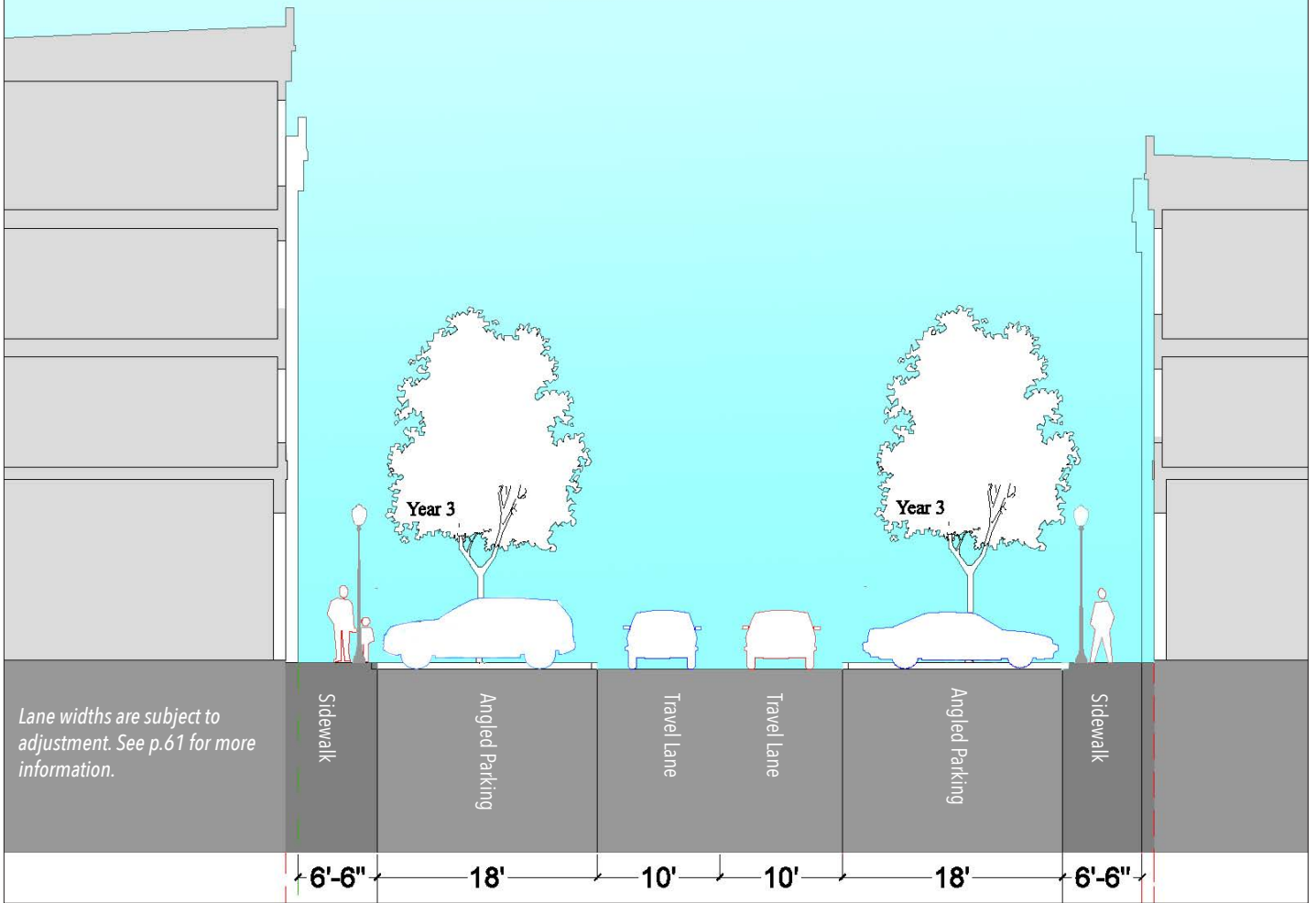
The configurations proposed are one way to balance the various demands of a great street space and achieve the overall goals of the *Imagine Downtown Plan*.

## Street Design Principles

*The appropriate design of streets is one of the most important elements of the **Imagine Downtown Plan**.*

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

## 3rd to 6th Streets: Parkade to Alley



### Side Streets: Walkability Improvements

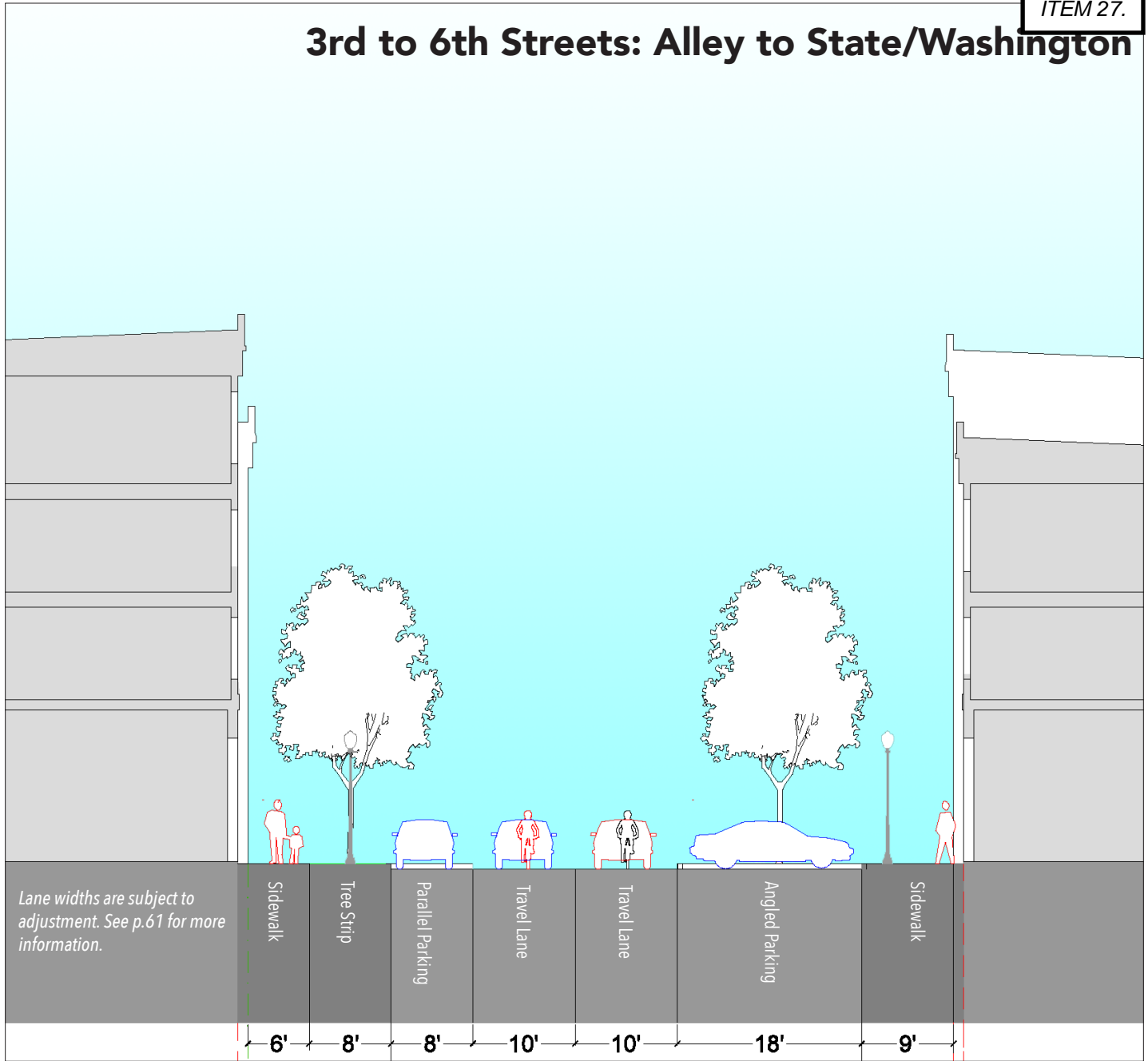
The streets just off the Parkade are a sharp contrast to the Parkade itself. The concrete and asphalt expanse is barren and unfriendly for the pedestrian and business owner alike; they are a barrier to walkability and contribute to a sense that ‘there isn’t enough parking in downtown’ even though there are public parking lots a mere half-block away.

This street section is recommended for the half-block between Main Street and the alley, increasing parking immediately adjacent to the Parkade, with head-in angled parking on both sides of the street (currently only on one side). This re-configuration narrows the auto travel lanes—allowing space for better sidewalks and some street trees to provide shade and greenery.





3rd to 6th Streets: Alley to State/Washington



**Side Streets: Walkability Improvements**

The above street section is recommended for the half-block from the alley to the next parallel street (State or Washington), providing a better pedestrian environment and transition to the surrounding areas—while retaining the current amount of parking.

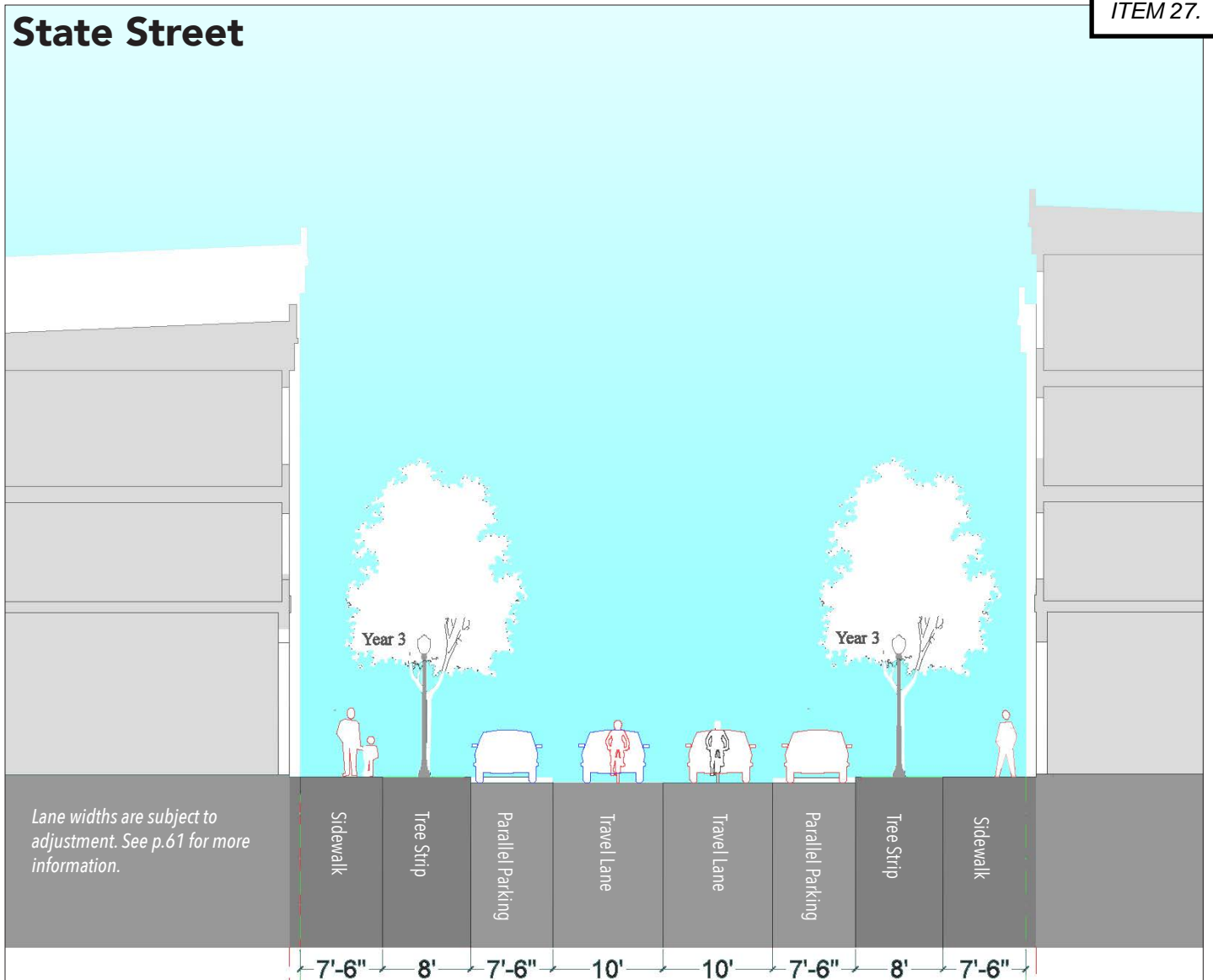
This re-configuration works with the general position of the existing curbs, narrowing the automobile travel lanes. This configuration reapportions the excess asphalt, increasing the sidewalk space and making provisions for some street trees to provide shade and greenery. This new street will be a more positive environment for pedestrians and businesses.



# Re-Imagining Downtown Streets

ITEM 27.

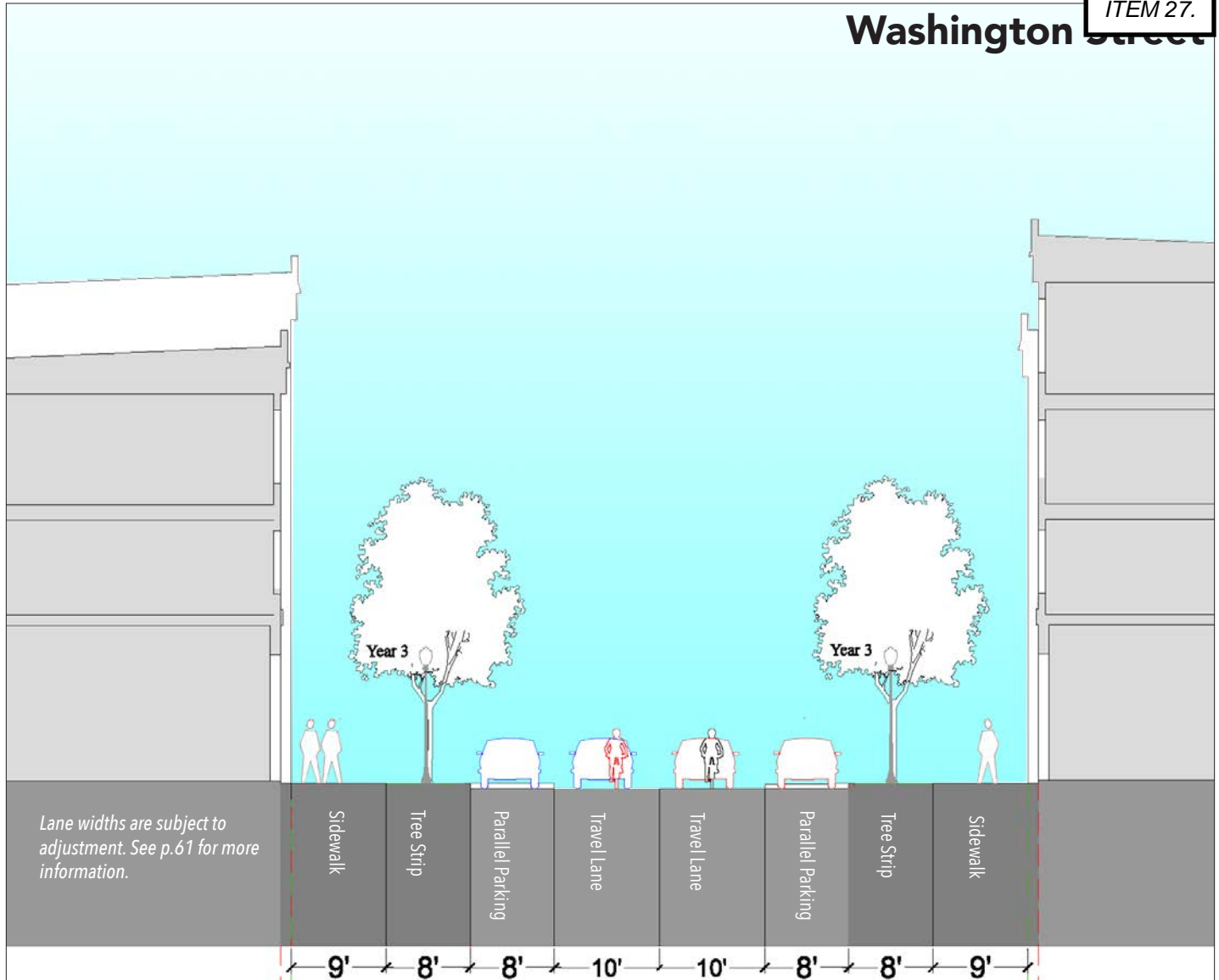
## State Street



### State Street: Walkability Improvements

State Street has a good underlying structure and scale—but the automobile travel lanes are excessively wide (speed-inducing) and the pedestrian is underserved. The above configuration reapportions some of that excess, increasing the on-street parking and the sidewalk space.

## Washington Street



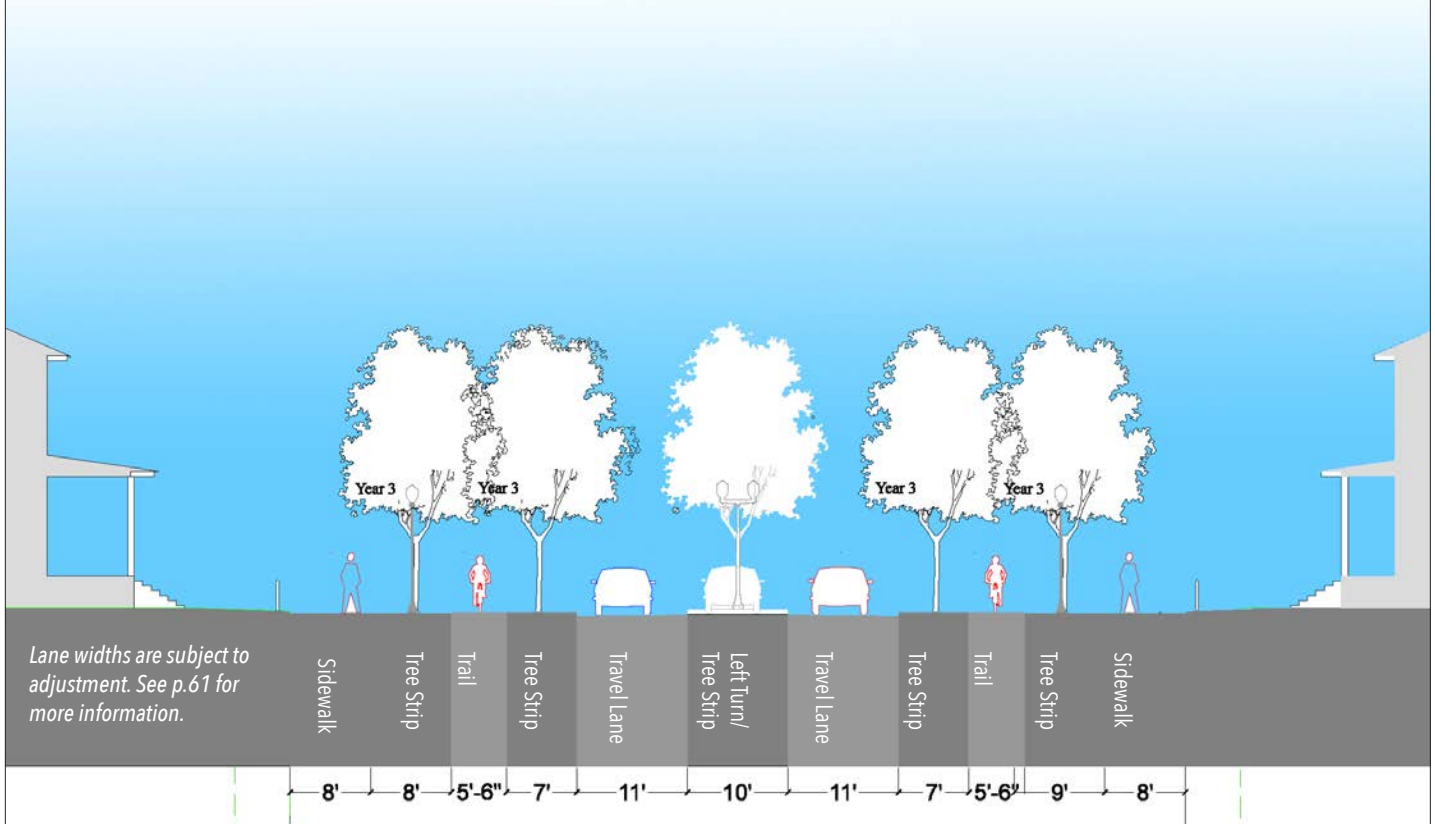
### Washington Street: Walkability Improvements

Washington Street starts with a good structure and scale. Its right-of-way is slightly wider than State. Like State, the automobile travel lanes are excessively wide (speed-inducing). The above configuration reappropriates that excess, increasing the on-street parking and the sidewalk space.



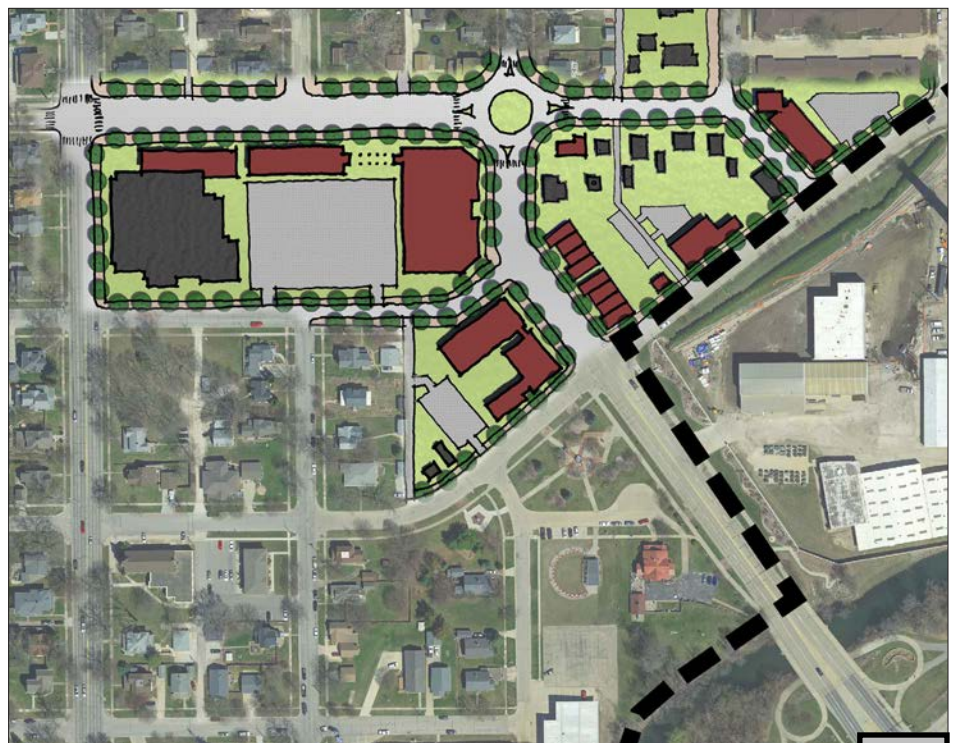
# Re-Imagining Downtown Streets

## 12th Street / Waterloo Road

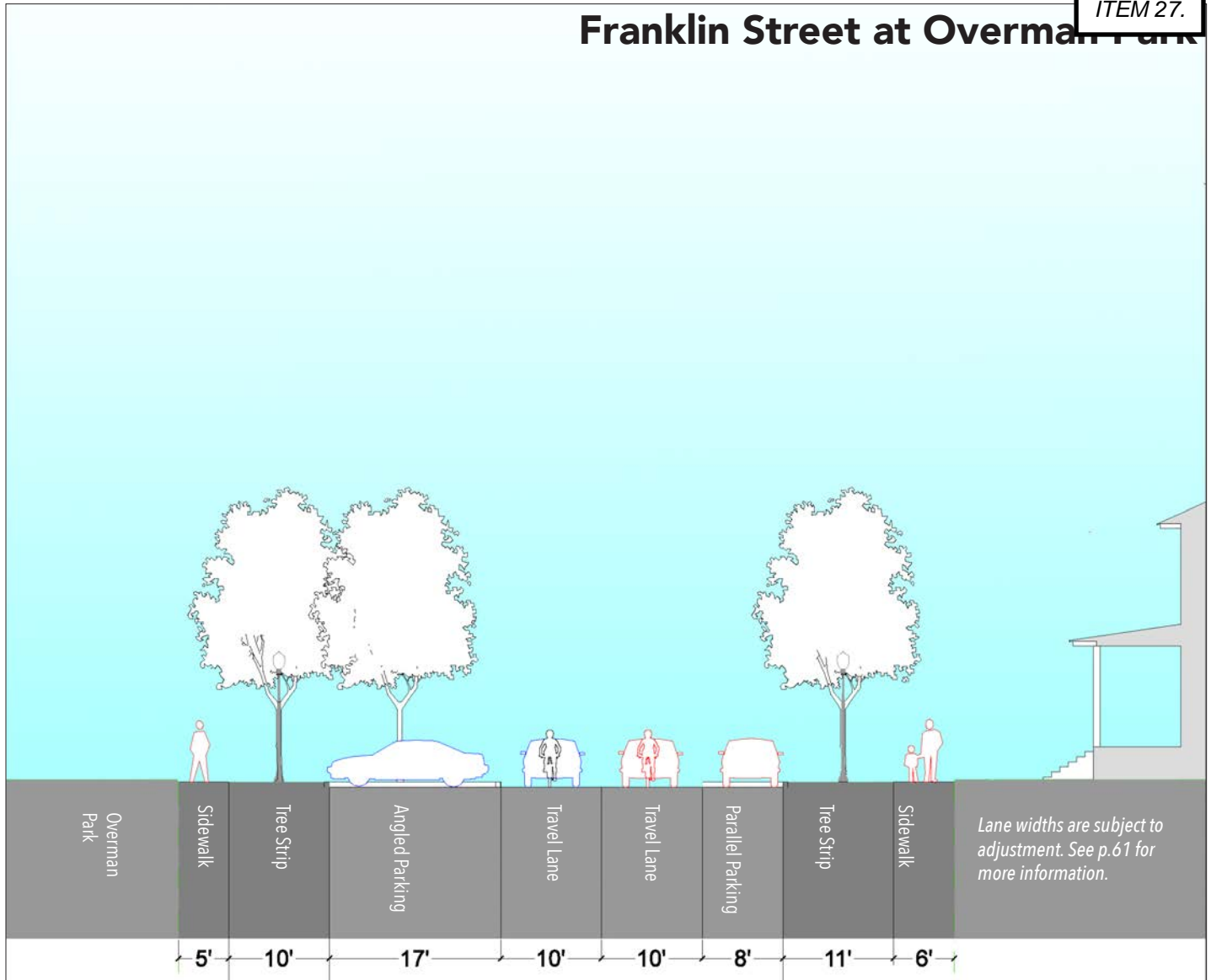


This reconfiguration creates new, pedestrian friendly versions of Waterloo Road and 12th Street. This will help re-connect the neighborhood with itself. The Recreation Center will now be more accessible by foot and bicycle.

This new gateway to Cedar Falls will be a memorable tree-lined boulevard. (see page 57)



## Franklin Street at Overman Park



### Franklin Street at Overman Park: More Parking and Trees

This configuration addresses two things: increasing the available parking for events at Overman Park and narrowing the travel lanes on Franklin to a width more appropriate for neighborhood travel. This reconfiguration does not change the existing curb lines. The new angle-in parking along Franklin should have ‘bump-outs’ at the intersections of 2nd and 3rd streets—with new street trees planted, adding to the shade and green of Overman Park.

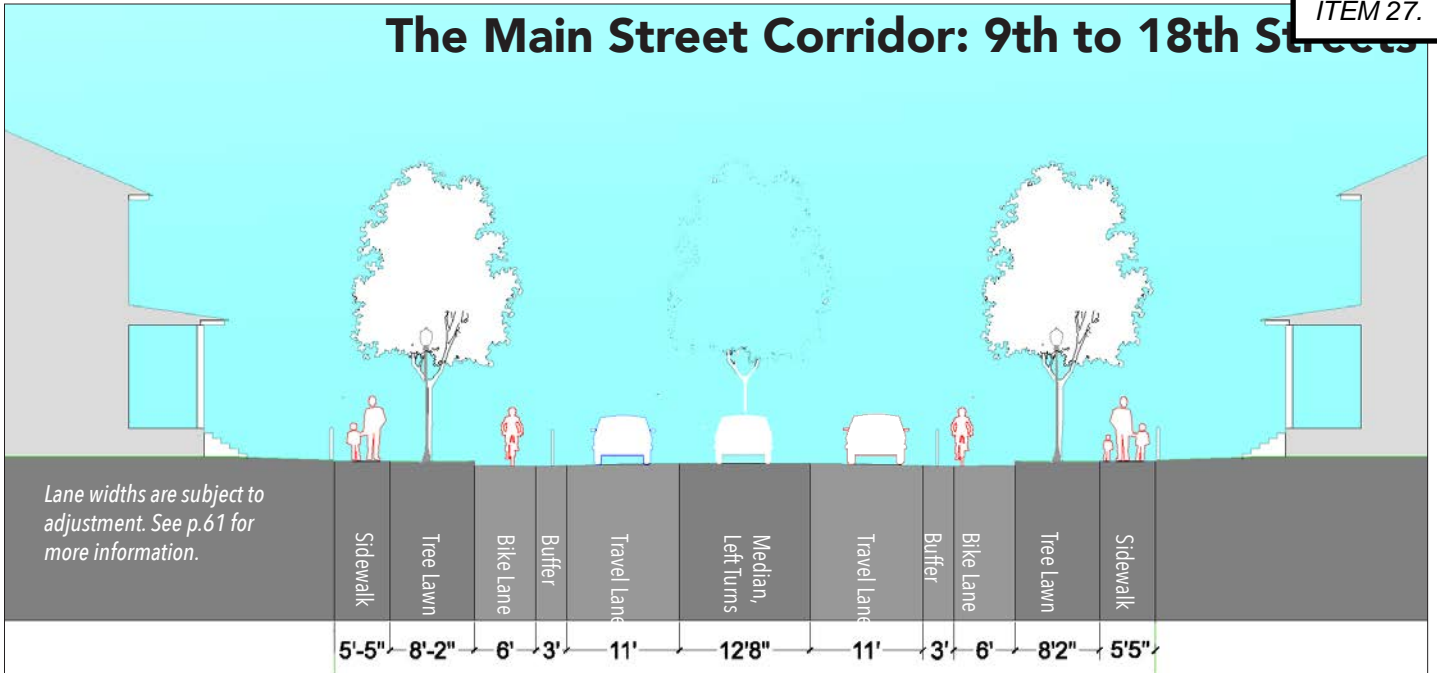


View looking south down Franklin Street. Overman Park is on the left.

# Re-Imagining Downtown Streets

ITEM 27.

## The Main Street Corridor: 9th to 18th Streets



Current view looking north up Main Street toward 7th Street.



Illustration showing treed median/left turn lanes.

### Greening the Main Street Corridor: What if...

There was a clear consensus during the community visioning process to increase the Downtown tree canopy, in general, and to maintain and enhance the “green” character of this section of Main Street.

Based on the current and projected traffic, this section of Main could be redesigned to reduce congestion created by vehicular left turns and improve pedestrian and bicycle safety, while also accommodating generous tree lawns and a (periodic) treed median. These changes would create a more inviting public realm that could also assist with stormwater management and reduce the heat island effect that is common in downtown environments. Character improvements like this enhance walkability and property values while also better defining the gateway into the heart of Downtown.

This proposal builds on the City’s 2017 *Main Street Corridor Traffic Study*: adding a treed median/left turn lane and bike lanes as part of a 4-lane to 3-lane conversion. The above configuration retains the capacity to carry twice the current traffic, maintaining flow and improving safety by removing turning vehicles from the through-lane.

### The Case for a Road-Diet<sup>1</sup>

- This section of Main Street currently carries a volume of +/- 9,000 vehicles per day (vpd)
- The capacity for a 4-lane undivided road like Main Street is +/-27,000 vpd; capacity for 3-lane road would be +/-18,000 vpd (which is well above current volumes)
- Main Street could realize volume growth of approximately 2 times current traffic with 3 lanes
- On urban streets, capacity is dictated by turns at intersections and into driveways
- The addition of a turn lane removes left turning vehicles from travel lanes, allowing traffic to continue to flow
- In most peer ‘road diet’ cases, volumes stay steady or vary slightly; in no cases does a road “lose” half its volume
- Volume and capacity are different things

<sup>1</sup> Analysis provided by Wade Walker, PE., Alta Planning and Design

The preceding pages illustrate potential redevelopment projects that show one way in which the *Imagine Downtown Vision Plan* might be implemented over time. Each example—whether *Visualizing Change*, a *Prototypical Project or Site*, a *What If...* scenario, or *Re-imagining Downtown Streets*—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 Downtown Project*. Similar redevelopment projects could be undertaken in other locations within the Imagine Downtown study area.

The timing of plan implementation and sequence of redevelopment projects will depend on public, private, and non-profit sector involvement, decision-making, and investment, within the context of the local Cedar Falls market. 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. 2-3 for a brief description of each.

- **Increase the “sense of place” throughout Downtown.**
- **Define the public realm with active building facades and additional street trees.**
- **Design Downtown Gateways to provide a sense of arrival.**
- **Expand beyond the success of the Parkade as a destination environment.**
- **Implement the street and sidewalk rebuilding program to improve the pedestrian environment and enhance walkability.**
- **Understand the market and use it to create more housing and employment options.**
- **Change the rules for development.**
- **Create a consistent process for development review and approval.**
- **Update the current parking requirements.**

# NEXT STEPS

The **Imagine Downtown 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 and the private and non-profit sectors—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 Downtown Plan

- Move forward with plans to rebuild downtown streets and plant street trees to improve walkability and the overall the public realm.
- Continue implementing Parking Study strategies.
- Establish an entity or authority to manage (a new approach to) parking and related revenue.
- Determine preferred location(s), and evaluate financing mechanisms, for a public-private parking ramp to support existing Downtown activity centers and future growth.
- Adopt new zoning for the entire Downtown Study Area, with the express purpose of plan implementation and an emphasis on the appropriate form and character of new development.
- Endorse Downtown Street cross sections *in concept*.
- Consider proposed road diets (4- to 3-lane conversions) when and where feasible.

Implementing the *Imagine Downtown 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 place 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 Downtown Cedar Falls.



# APPENDIX

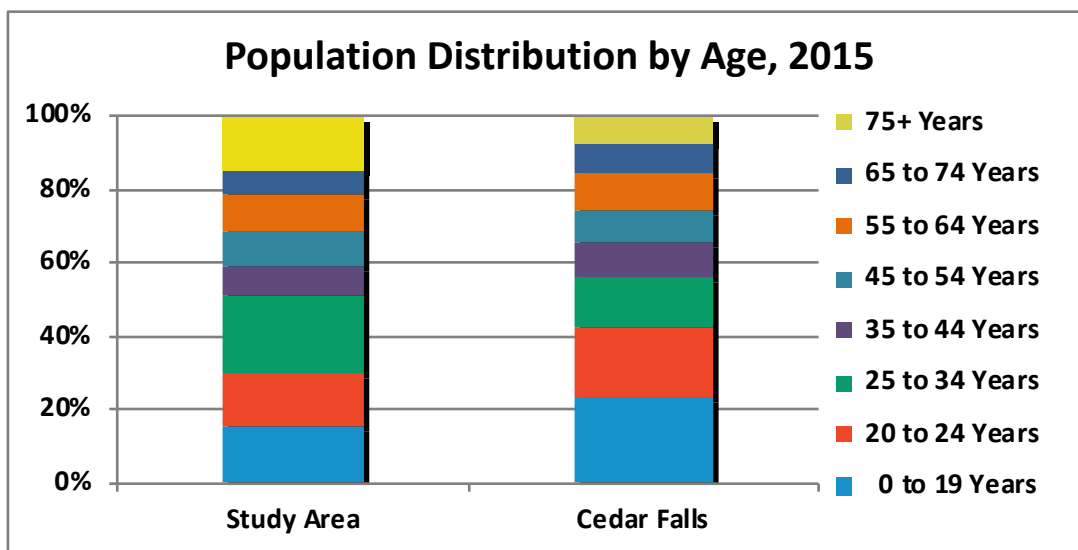
The following documents and studies were produced during and in support of the **Imagine Downtown Visioning Project** process.

• <b>Market Considerations Report</b>	<b>71</b>
• <b>April 2nd Project Kick-Off Event – Attendee Survey Results</b>	<b>79</b>
• <b>Visual Preference Exercise Tally</b>	<b>81</b>
• <b>June 6th Charrette Work-in-Progress Presentation – Exit Survey Results</b>	<b>84</b>

## Demographics

Cedar Falls’ demographics have implications for Downtown’s future development. The city’s population has grown 6.1 percent since 2010, adding roughly 2,400 new residents and just under 1,100 new households. The Downtown study area has an estimated 1,500 residents living in over 700 households – 4.5 percent of the city’s households.

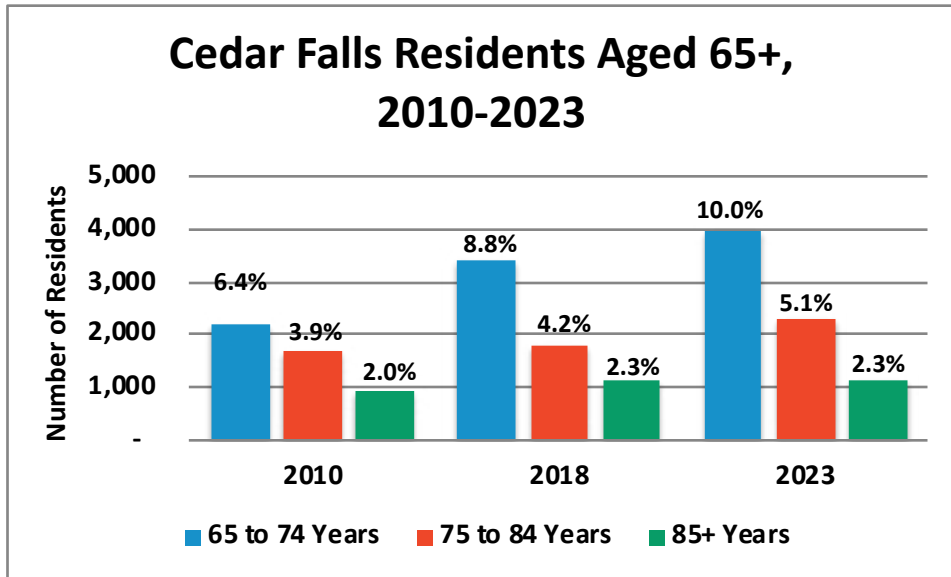
By age, the study area’s population differs significantly from the citywide population. Residents aged 25 to 34 represent 22 percent of the study area population and 14 percent of the city population. Thanks to the presence of the Western Home retirement community, the study area’s share of residents aged 75 and over is significantly larger with almost 15 percent of all residents as compared with just over 7 percent citywide.



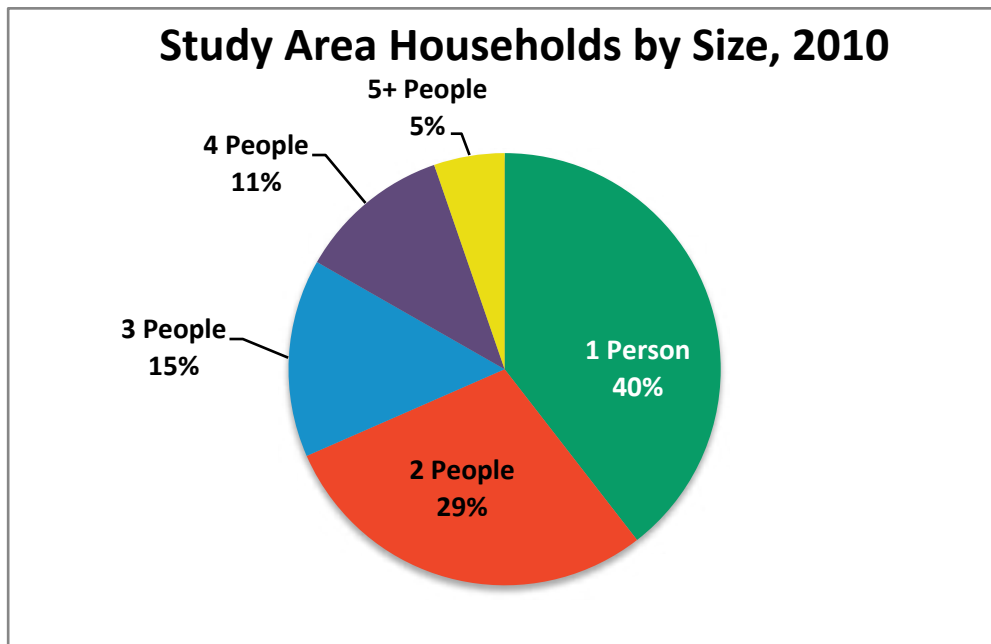
Over the next five years, the age distribution will shift as the generations age. The younger Baby Boomers (the generation born from 1944 to 1964) will be turning 65, and older Millennials (the generation born between 1981 and 1996) will be over 35. The number of young adults aged 20 to 24 is projected to decline by roughly 100 people from 19.1 percent of all residents in 2018 to 18.3 percent in 2023 as Generation Z (born from 1997 to 2015) replaces Millennials. These shifts will have implications for the housing market.

ESRI, a national demographic data provider, projects that the 35 to 44 age cohort will grow by about 800 people by 2023. Many Millennials have delayed marriage and childbearing, so many more may settle down and buy homes in the next few years. Currently, 53 percent of those aged 25 to 34 own their homes as compared with 78 percent of those aged 35 to 44. This shift will create opportunities for townhouses, duplexes and other more affordable starter housing.

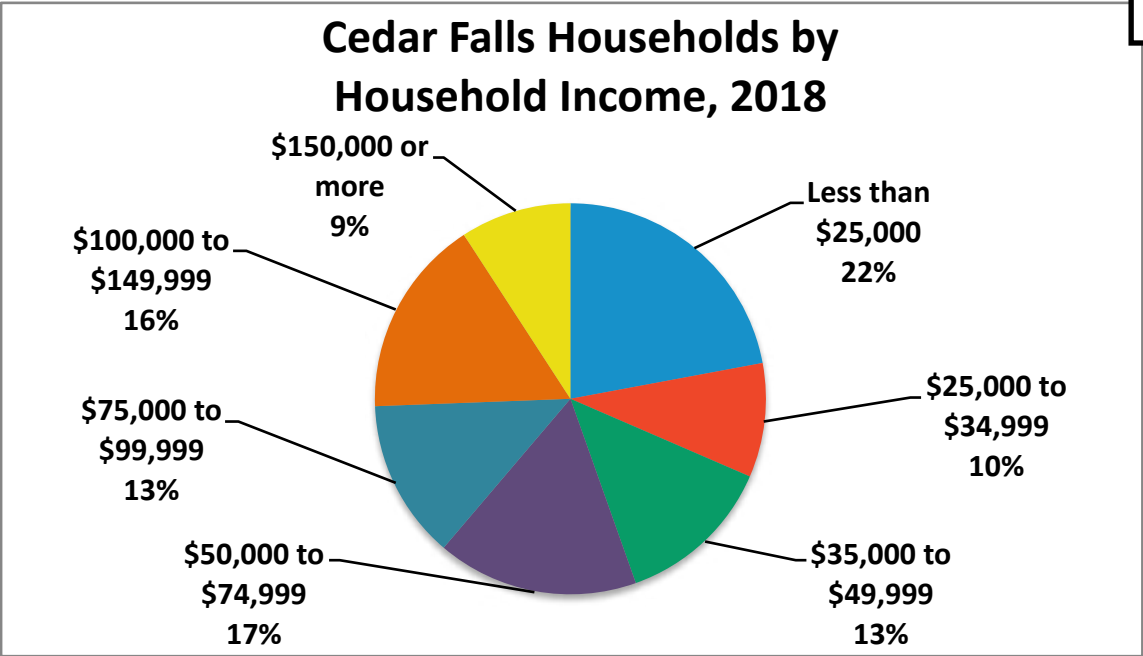
Citywide, the aging of the Baby Boom means that the number of people aged 65 to 74 will increase by more than 500 people by 2023. That may generate more demand for empty-nester housing for those who no longer need their large family homes and prefer to be able to travel without worrying about yard upkeep. The increase in the population over the age of 75 will translate into higher demand for independent and assisted living options.



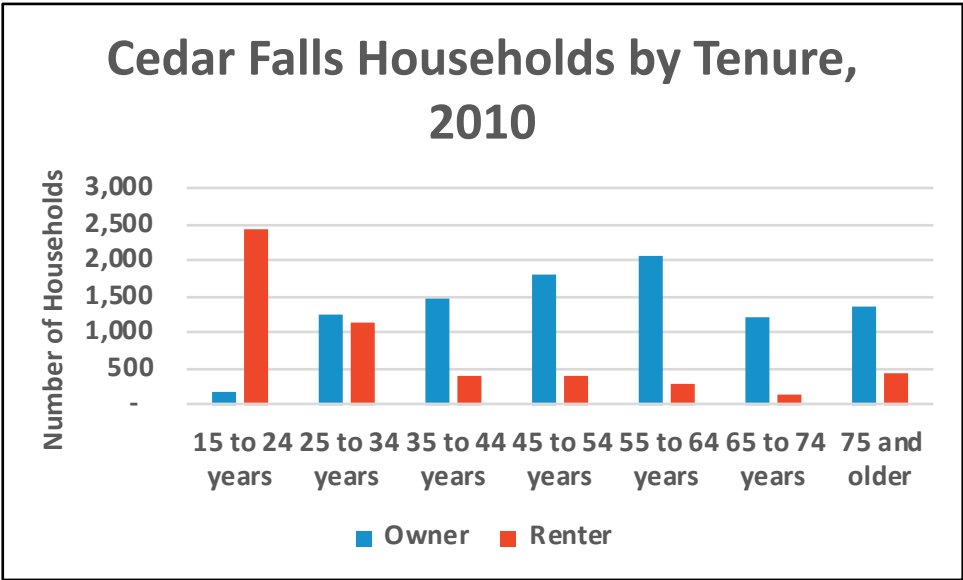
Household sizes are relatively small with more than 64 percent of households having only one or two persons. Though many small households still choose to live in single-family houses larger than they need, this suggests potential demand for both multi-family units and smaller single-family houses, including townhouses, duplexes and other “missing middle” types of housing sized between detached houses and multi-family apartments or condominiums. Downtown is well positioned to meet this demand, at least for households with higher incomes. With the presence of Western Home and a higher share of multi-family housing, the study area’s average household had 2.03 persons in 2010 as compared with 2.37 persons in the city as a whole. Forty percent of study area households were people living alone.



Cedar Fall households have a median household income of \$56,200 with 39 percent having incomes of \$75,000 or more and 26 percent with incomes of \$100,000 or more. Study area incomes are slightly lower with a median of \$54,000.

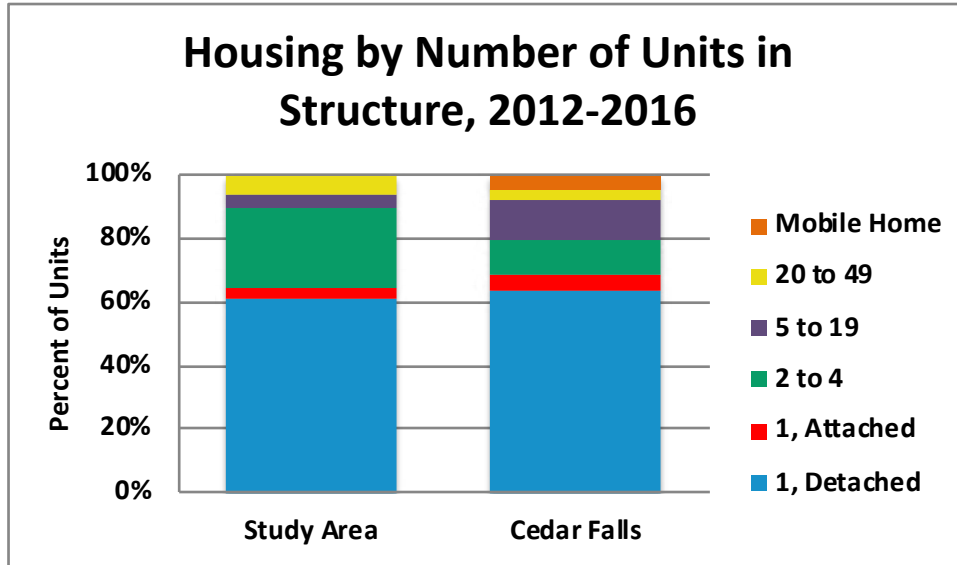


Just under 65 percent of Cedar Falls households own their own homes, up from 64 percent in 2010 but down from 73 percent in 2000. By age, most renter households are headed by an individual under the age of 35, but not all. Based on data from 2010, the share of each age cohort that rents declines from 47 persons of those aged 25 to 34 to 22 percent for those 35 to 44 down to 11 percent for those 65 to 74 before increasing to 24 percent of those aged 75 and older. As the population continues to age, that suggests a growing demand for ownership units. However, reliance on these data may underestimate the number of households that would like to locate in Cedar Falls if quality rental housing were available.

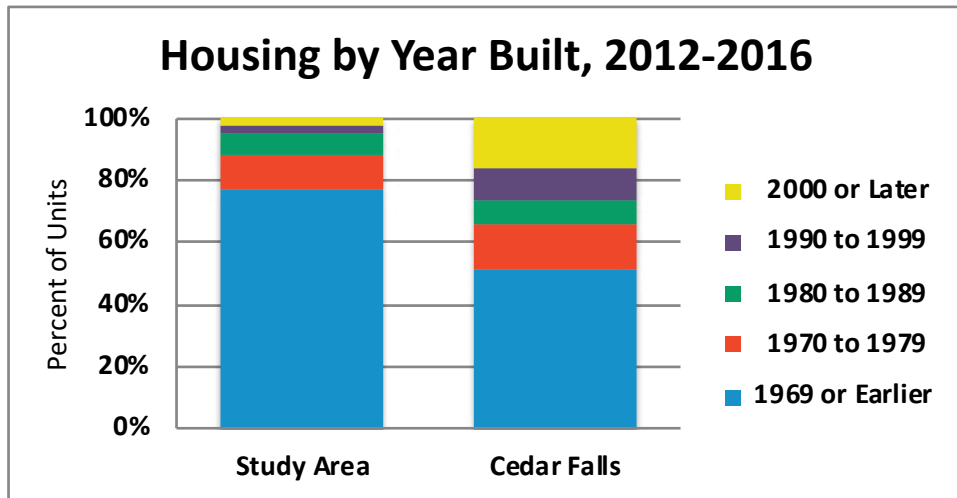


## Housing Market

Cedar Falls' housing has been dominated by single-family units, including detached units at 61 percent of all units and attached units (townhouses) at almost 5 percent of the total, based on data from the 2012-2016 American Community Survey (ACS), the latest information available. The study area also had a majority of its housing units in single-family detached and attached housing, 56 and 3 percent, respectively. A key difference was that duplexes, triplexes and quadplexes represented one-quarter of all study area housing as compared with 11 percent of the citywide housing inventory. Multi-family units constituted 17 percent of all units, but that share has grown with recent multi-family construction downtown.



The historic nature of many of the study area neighborhoods is reflected in the fact that 58 percent of its housing was built before 1940, based on statistics from 2012 to 2016. This compares with less than 14 percent of the citywide inventory. Over the last three decades, almost all of the new housing built in the city has been built outside the study area.



CoStar, a national real estate data company, provides information about the city's apartment market. It shows that the multi-family rental inventory has expanded from 33 to 40 buildings with the addition of 413 new units to a 2019 total of 2,745 units. The current occupancy rate of 94.7 percent indicates a market basically in balance between demand and supply. The average rent of \$855 per month is 9 percent higher than the 2010 average. CoStar reports that

downtown's multi-family rental housing is fully occupied, indicating a shortage of rental units. The average downtown study area rent of \$1,202, 40 percent higher than the citywide average. The new units opened in 2016 leased up quickly. New downtown residents include a diverse mix of ages, household types and backgrounds. The multi-family units have had particular appeal for empty-nesters who no longer want to maintain a single-family house, particularly those who winter in Florida or Arizona.

Two new apartment buildings – the Arabella on 1<sup>st</sup> Street and the latest phase of River Place on 2<sup>nd</sup> Street –are under construction along with a third River Place mixed-use building that will include 25 new units at the corner of State and 3<sup>rd</sup> streets. Opportunities for additional new apartment and condominium buildings are limited by the small number of sites large enough to accommodate the number of parking spaces required by the current zoning code. By requiring more on-site parking than the market demands, the code has the effect of increasing the cost of building new units and the subsequent rents that must be achieved to cover those costs. This is particularly true when the parking must be provided in an above-ground structure or underground. Underground parking is extraordinarily expensive; local rents do not support the cost of building below ground.

The response to new downtown apartments and condominiums suggests a significant pent-up demand for downtown housing. As new jobs are created downtown, they will generate additional demand for downtown living that will allow an easy walk to work.

Nationally and locally, younger workers have shown preferences for urban housing that allow them to live without a car or with a couple sharing only one car. They seek out housing in mixed-use environments where they can work, live and play within the same area. With its growing base of housing, Downtown Cedar Falls is starting to respond to that market demand.

Over the next decade, downtown could support development of an additional 200 to 400 housing units if sufficient sites can be made available, possibly through public/private partnerships, and if the zoning code is changed to encourage downtown development. The new offerings should include a mix of housing types, sizes, rent levels and prices so as to reach more than just high-end renters and buyers. A range that includes small to large townhouses, duplexes, mansion houses, and small to medium-sized apartment and condominium buildings would provide a variety of housing options, while respecting the scale of existing neighborhoods.

## Retail Market

Downtown hosts a mix of retail businesses and restaurants taking advantage of the historic Main Street location. Focused primarily between 1<sup>st</sup> and 5<sup>th</sup> streets along Main Street, the downtown retail mix includes boutiques, gift shops and specialty shops. Stores focused on daily needs are more limited, including a dry cleaner, a fitness center and four salons or spas but no grocery store, drugstore or barber. Banks are plentiful along with the Post Office. Events, other programming and live music enliven downtown and attract patrons from around the region.

Main Street has almost continuous storefronts between 1<sup>st</sup> and 5<sup>th</sup> streets. New storefronts have been developed along State Street with the River Place mixed-use development. That has generated some shifting of spaces. The new River Place building at State and 3<sup>rd</sup> streets will include 9,030 square feet of retail space, tentatively divided into five bays. The Arabella on W. 1<sup>st</sup> Street also will include first-floor commercial space.

Until this year, there was a waiting list of stores seeking Main Street spaces. There is no longer a waiting list. Inventory of the downtown retail space identified six vacant first-floor storefronts on Main Street. Two additional spaces are being renovated for stores “coming soon.” Two of the six vacant spaces may already be committed to specific tenants as part of a shuffling of downtown stores.

Downtown serves a regional market that extends beyond the city boundaries, attracting regional residents eat lunch during the day or to enjoy restaurants, live music and theater in the evening and on weekends. Independent, non-chain shops predominate, offering unique goods and personal service. However, the concentration of local owner/operators means that most Main Street stores operate on limited hours – typically 10 to 6 on weekdays and 10 to 5 on Saturdays. That schedule does not mesh well with the lives of most working people and limits their ability to reach the full potential market. Some progress has been made to extend hours to Sunday afternoons, and some stores are now open until 7 at least a couple of nights per week.

Retailing is experiencing tumultuous times with the increasing competition provided by ecommerce. An estimated 14.3 percent of all retail sales occurred online nationally in 2018, up from 6.4 percent in 2010. Some retail categories have shifted online almost completely. Most are influenced, at least to some extent, by shoppers' online research. Some categories that were historically resistant to online competition, such as fresh groceries, are increasingly impacted by ecommerce. Downtown's concentration of restaurants is well situated to continue attracting customers, providing an experience not replicable online.

A 2016 public survey conducted for Community Main Street identified the following retail types as those most desired for downtown:

- bookstore;
- distillery;
- grocery and specialty foods, particularly locally-sourced food and produce and artisanal foods;
- micro-brewery;
- office space, especially meeting rooms; and
- restaurants, including outdoor dining, fine dining, full-service breakfast, sports bar and specialty/ ethnic dining.

While public desire for any particular store type does not ensure that a store can be attracted or supported economically, but these priorities provide some insights. Some of the desires may have been met by restaurants and brew-pubs opening since the survey was conducted.

Going forward, there are some concerns:

- Rising rents and occupancy costs have started to squeeze retailers' operating margins and financial viability. Store owners also noted the significant increases in property values and taxes that result from higher rents. The latest reassessment increased Main Street property values by more than a third from 2016 to 2019.
- Continued expansion of the supply of retail space may outpace the growth in retail demand.
- In particular, extending retail uses down Main Street beyond 7<sup>th</sup> or 8<sup>th</sup> Street would negatively affect Main Street retailers by diluting the power of concentration between 1<sup>st</sup> and 5<sup>th</sup> streets. The current length is ideal for ease of shopping on foot.
- Service and office uses located in the Main Street core interrupt shoppers' movement from store to store down Main Street. Ideally, there would be fewer office uses in first-floor space. Locating office uses in second-floor spaces and in side-street locations just off Main Street could benefit Main Street retailers.

Supporting further expansion of downtown retailing will depend on attracting additional customers to spend more money. Most effective would be expansion of the downtown office and residential development within walking distance of the retail core. Office tenants frequently eat out and/or shop on their lunch hours, providing a steady source of weekday patronage. New residents help to increase the evening and weekend shopping activity with

demand for a greater variety of goods and services to support their daily lives. Downtown residential development has the additional benefit of generating more pedestrian activity, contributing to downtown's sense of place.

## Office Market

In recent years, the Cedar Falls office market has been dominated by new development in the Industrial & Technology Park in the south part of town. The Downtown office market has focused primarily on banking, offices for local professionals, financial advisors, insurance agencies, medical services, and a small number of technology companies. Most are oriented to serving local residents and businesses. The key exception is the headquarters operation of Viking Pump, a long-time Cedar Falls corporation that serves an international market.

CoStar identifies 80 office buildings in the city with just over 900,000 square feet of space, which likely undercounts the total inventory. Those buildings have a reported occupancy rate of 95.8 percent, which indicates a healthy balance between supply and demand. Total office use has expanded by 169,000 square feet since 2010 – an average of 18,200 square feet annually. Most of the city's office space is in single-tenant buildings, many of which were built-to-suit the company's needs.

Downtown, CoStar lists 24 buildings with 139,000 square feet of space with less than 900 square feet of vacant space for an overall occupancy rate of 99.4 percent. Most of downtown's office tenants are small businesses with less than 10 employees. The tightness in this market suggests there is untapped demand for companies that would like to be located in this mixed-use, walkable environment.

Nationally, office demand is shifting dramatically away from traditional industrial and business parks to mixed-use districts with nearby places to eat, shop and live. Younger workers have shown pronounced preferences for jobs in vibrant, walkable environments. In these times of low unemployment, companies are increasingly seeking out business locations that help them recruit and retain young workers, particularly tech workers. With an expanded supply of downtown office space, Cedar Falls could enhance its ability to attract new companies.

The new Mill Race coworking and collaboration space at River Place has introduced a new type of space into the market – allowing entrepreneurs to access office space and services a day at a time and making available meeting rooms and classroom space on an hourly basis. Such flexible access is important to small businesses that do not want to commit to a long-term lease and do not need their own conference rooms. Some of the new first-floor spaces under construction will be available for use as either office or retail space.

Any medium-sized to large company that might be recruited to Downtown Cedar Falls would need a new building to be constructed. Given the speed with which most companies like to move, the City now should be working with the private sector to identify suitable sites for new office development and interim space options until the new building can be delivered, adopting supportive zoning and developing effective incentives, such as a public parking ramp. A developer is unlikely to be willing to build an appropriate office building speculatively without the benefit of a lease commitment, in part because new construction would necessitate higher rents than are currently being paid in the market. Existing downtown office tenants are paying relatively low rents that take advantage of the older building stock. Some might be able to afford to move into newly built space with higher rents, but most would probably prefer to stay in less expensive Class B space in older buildings.



## Implications for the Vision Plan

- The market will continue to support additional development, though the amount of new retail space should be limited.
- New residential and office development will support downtown retail by bringing in new customers, helping the retailers withstand the pressures from ecommerce.
- Better pedestrian and bicycle connections from surrounding areas, including north of the river, also will help support downtown retailers.
- Development should be scaled and/or phased in bite-sized chunks so as not to overwhelm the market with too much new product at one time.
- Focus retail uses between 1<sup>st</sup> and 5<sup>th</sup> streets for a good customer experience (with the exception of a grocery store/coop, which will be a destination). Do not allow retail proliferation along South Main and West 1<sup>st</sup> Street.
- Land is in short supply, so no new one-story buildings that squander that resource.
- Adjust the ratios for parking for new development to require only as much on-site parking as the market demands, and design for lower parking needs in the future.
- Develop structured parking in partnership with private developers above or behind first-floor uses as the market requires it to support new development.

*Market Considerations Report prepared by*



**Cedar Falls Community Center  
Attendee Survey  
Tuesday, April 2, 2019**

**SUMMARY of 63 Responses**

**1. Do you:**

a. Live in the study area?	<b>22</b> Yes	<b>38</b> No	<b>3</b> Nearby	Total <b>63</b>
b. Work in the study area?	<b>26</b> Yes	<b>36</b> No		Total <b>62</b>
c. Own property in the study area?	<b>23</b> Yes	<b>36</b> No	<b>1</b> Nearby/ <b>1</b> Formerly	Total <b>61</b>

**Note:** 20 respondents answered “no” to live, work, and own property in study area; 8 responded “yes” to all three

**2. How often do you come downtown? (circle one) Total – 61**

a. Every day	<b>28</b>
b. A few times a week	<b>25</b>
c. Several times a month	<b>6</b>
d. Once or twice a month	<b>1</b>
e. A few times a year	<b>1</b>

**3. What typically brings you downtown? (circle all that apply)**

a. Live downtown	<b>14</b>
b. Work downtown	<b>24</b>
c. Shopping	<b>35</b>
d. Restaurants	<b>56</b>
e. Civic activities (city hall, worship, library, community center, etc.)	<b>42</b>
f. Special event (holiday, festival)	<b>40</b>
g. Other (answers provided by respondents):	
walking/bike trails/workout/fitness	<b>5</b>
nightlife	<b>2</b>
Washington Park	<b>1</b>
Farmers' Market	<b>2</b>
theater	<b>1</b>
law office	<b>1</b>
river	<b>1</b>

**4. When you come downtown, how do you usually get here? (circle one) Note: Some people circled more than one.**

a. Drive (personal vehicle)	<b>51</b>
b. Take the bus	<b>0</b>
c. Walk (run)	<b>20</b>
d. Ride a bicycle	<b>8</b>
e. Ride-share (Taxi, Uber, Lyft, etc.)	<b>4</b>

*Please provide any additional comments below or on the back.*

- Love downtown!
- I live just a few blocks from Downtown, and chose to be there in 2004 specifically to be close to Downtown
- There's got to be a better solution than metered parking on the Parkade and adjacent lots. We've used meters before and it killed retail. We must do things that support our retailers.
- We live only 2 miles away so will often walk or ride bicycles to the downtown area.
- Drive through after coming and going to rentals by UNI and where I live
- Don't ask what we think if you ignore what we say.
- I'm also representing Cedar Falls Bicycle/Pedestrian Advisory Committee which is committed to walkability and bikeability for downtown.
- 1) Need parking. 2) Need more parking. 3) Need a lot more parking. 4) Really need a lot more parking.
- I really like the trees, the art sculptures, the brick sidewalks with curving streets, the walkable streets, & the library
- More bikeability, bike lanes, aesthetic pleasing with art, etc., more aesthetic lighting
- Resident on Main Street; good start. I like the approach I see in the philosophy of your photos and discussion.
- Love downtown; want to keep it thriving; would like to figure out how to connect our church more w/downtown folks
- Please enforce parking downtown + fix side street sidewalks, provide benches, better lighting, bike racks to connect these areas to Main St. to make side street parking safer + more appealing.
- Our downtown is threatened by Amazon
- Parking is fine
- Need a parking ramp
- Lack of parking for visitors at my home. Invasion of commercial businesses.
- Lived downtown 15 years!!! I would like to see more recycling options downtown (instead of just trash cans).
- 1) I am concerned about the parking downtown with all of the new apartments being built. This is a huge problem. We can't keep building apartments with no parking. 2) I am concerned about the talks of changing Main Street from 6<sup>th</sup> to University to 3 lanes. There are times of the day there is lots of traffic on Main. We don't need bike lanes on Main. We have Clay Street and the bike trail on each side of Main Street.

# Visual Preference Exercise: Summary of Board A Results



**OUR CEDAR FALLS**  
*Downtown*  
 Imagine the possibilities!

Cedar Falls, Iowa  
 Public Kick-Off Meeting  
 April 2, 2019  
 Visual Preference Exercise  
**RESULTS**

**FERRELL  
 MADDEN**  
 urban design,  
 town planning, &  
 form-based coding



## BOARD A

### Adjacent Neighborhoods – Small to Medium Scale Residential

 1	 2	 3	 4	 5	 6
 7	 8	 9	 10	 11	 12
 13	 14	 15	 16	 17	 18
 19	 20	 21	 22	 23	 24

ITEM 27.

# Visual Preference Exercise: Summary of Board B Results



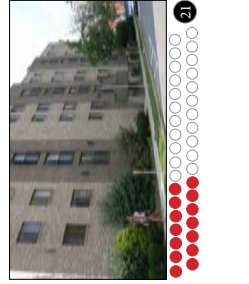
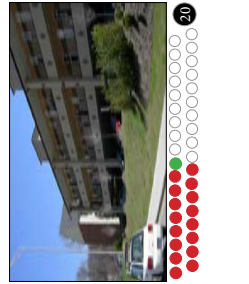
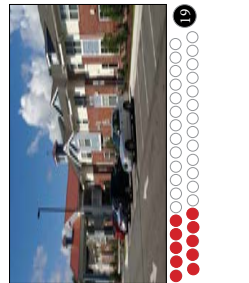
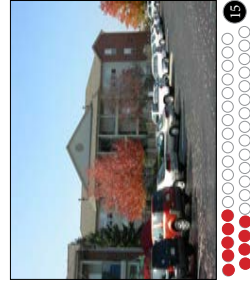
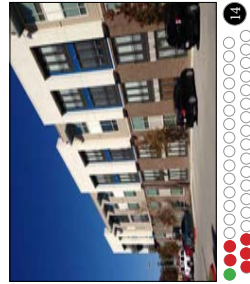
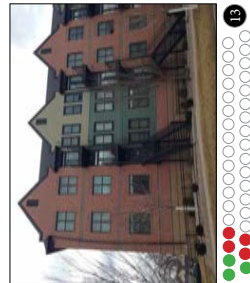
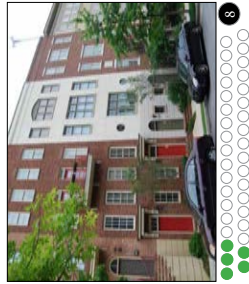
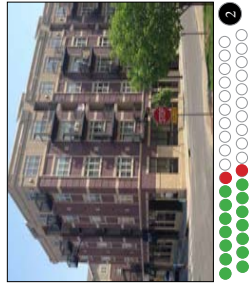
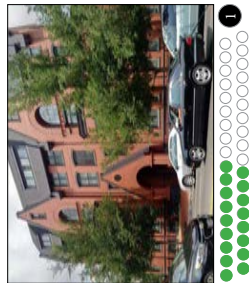
**OUR CEDAR FALLS**  
*Downtown*  
 Imagine the possibilities!

Cedar Falls, Iowa  
 Public Kick-Off Meeting  
 April 2, 2019  
 Visual Preference Exercise  
**RESULTS**

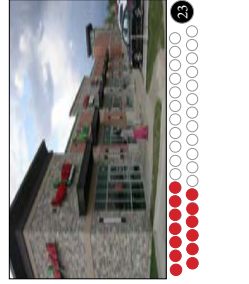
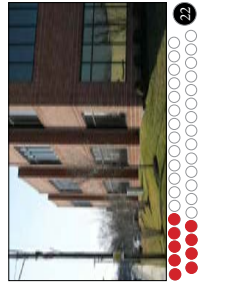
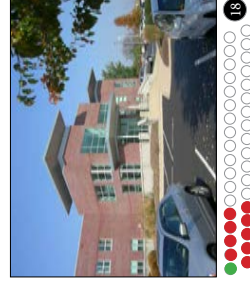
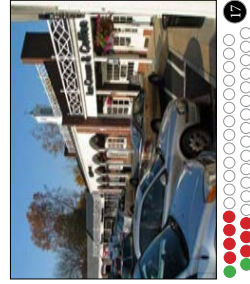
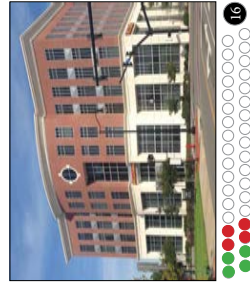
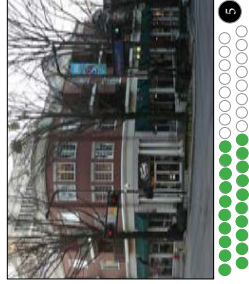
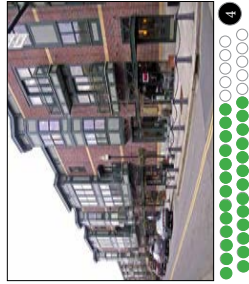


**BOARD B**

## Downtown Residential – Medium to Large Scale



## Downtown Commercial – Mixed-Use



ITEM 27.

# Visual Preference Exercise: Summary of Board C Results



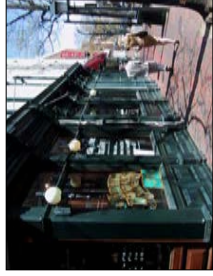
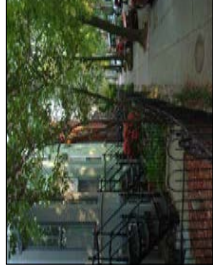
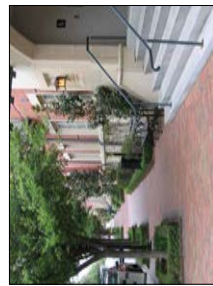



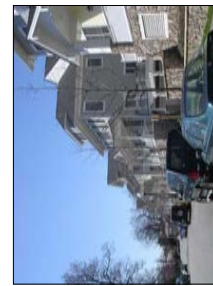
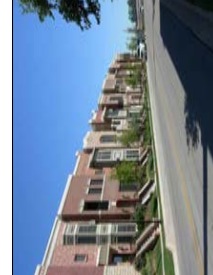


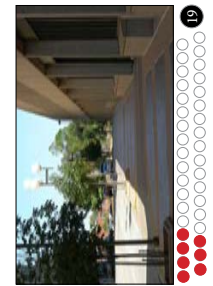

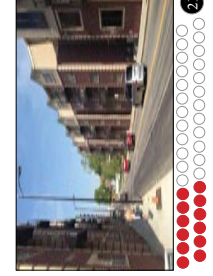
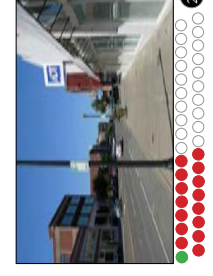






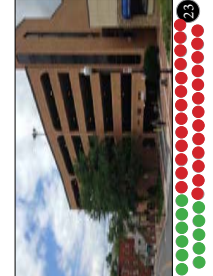
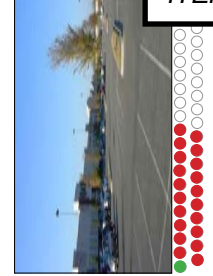


Cedar Falls, Iowa  
 Public Kick-Off Meeting  
 April 2, 2019  
 Visual Preference Exercise  
**RESULTS**



## BOARD C

### Street Space – Public Realm

 1	 2	 3	 4
 5	 6	 7	 8
 9	 10	 11	 12
 13	 14	 15	 16
 17	 18	 19	 20
 21	 22	 23	 24

### Downtown Parking

 25	 26	 27	 28
 29	 30	 31	 32

ITEM 27.

**Cedar Falls Woman’s Club  
Attendee Exit Survey  
Thursday, June 6, 2019**

**SUMMARY of 35 Responses**

**1. Do you:**

- |                                    |               |              |
|------------------------------------|---------------|--------------|
| a. Live in the study area?         | <b>11</b> Yes | <b>24</b> No |
| b. Work in the study area?         | <b>9</b> Yes  | <b>26</b> No |
| c. Own property in the study area? | <b>10</b> Yes | <b>25</b> No |
| d. Other?                          |               |              |

*Frequent study area daily  
Volunteer a lot  
City Council  
Live & work in Cedar Falls, just not downtown  
Spend time – shopping & library  
Live & work adjacent; frequent customer in study area  
Shop  
Western Homes on S. Main  
On P&Z and Community Main Street  
Family owns property in study area  
Did work (4 years ago) & own property (1 year ago)  
Volunteer at Comm. Main Street. Shop downtown*

*Note: More than half of respondents (19) answered “no” to all three questions (live, work, or own property).*

**2. Which of Downtown Vision Plan events have you attended? (circle all that apply)**

- |  |           |
|--|-----------|
| a. Kick-Off Presentation (Tuesday night, April 2)              | <b>16</b> |
| b. Public “Hands-On” Design Session (Saturday morning, June 1) | <b>19</b> |
| c. Lunch and Learn (Tuesday, June 4)                           | <b>6</b>  |
| d. Technical Meetings (Monday and/or Tuesday, June 3-4)        | <b>6</b>  |
| e. Open Studio (Sunday-Wednesday, June 2-5)                    | <b>7</b>  |
| f. Tonight is my first event                                   | <b>9</b>  |

**3. What was the most important idea that you heard tonight?**

- *This is a developer driven town. It’s great to bring some vision to the table for them to imagine.*
- *I am opposed to saying we don’t need one care per bedroom. People still drive cars here. We are not New York.*
- *Green space and street trees – but city must dedicate funds to maintain at a better rate than currently doing in other areas.*
- *That the future of Cedar Falls looks bright.*
- *The planting of many trees*
- *Walkability & streetscape re-do*
- *That you completely screwed up. The public does not matter & you do not have basic understanding of economics. Terrible. It sucks!*
- *New housing ideas and new street design.*
- *I liked some parts but didn’t feel parking was really addressed. Cramming in more people without really addressing parking. We are still a rural area not a big city and have cars.*
- *Idea of turning South Main [sic] into 3 lanes with green space & turning lanes & bike lanes*
- *Mixed-use development; options for Missing Middle*
- *Parking, walkability, character. Glad you’re addressing the middle*
- *Difficult to see relations between existing structures and future developments*

- *Development should reflect the character of the neighborhood*
- *We need form-based code in CF so that we can do all of the things you're recommending.*
- *Creative housing idea outside of Main Street*
- *Broad ideas*
- *Research-based recommendations (and recos based on citizen input)*
- *The multi-use parking facility – would solve a lot of problems.*
- *Walkability!*
- *Simplify zoning while keeping character*
- *Change in zoning laws to help facilitate different styles of buildings*
- *Maintain character*
- *Community involvement*
- *Walkability; contain retail*
- *Walkability/streetscape*
- *Mixed use parking ramp*
- *Can't have all merchandise shops on Parkade; change in concepts of housing arrangements; parking options not thought about or utilized now; upgrade of walking areas*
- *Love the infill ideas and the ideas for taking certain areas & re-developing the streetscape*
- *Infill can be appropriate in scale & a variety of options is important. Many concepts aren't new but an extension of the past.*
- *Missing middle. I did not realize that is where I am heading*
- *Desire to live work play in prox. To downtown is growing among diverse groups*

**4. Based on tonight's presentation, is the Downtown Vision Project generally (circle one):**

- |                                |           |
|--------------------------------|-----------|
| a. On the right track          | <b>22</b> |
| b. Somewhat on the right track | <b>10</b> |
| c. Somewhat on the wrong track | <b>1</b>  |
| d. On the wrong track          | <b>1</b>  |
| e. Don't know                  | <b>1</b>  |

**Individual additional comments:**

- *Details matter. It will be interesting to see how this dovetails into zoning.*
- *I am concerned about changing Main Street to having less lanes. In Waverly they did that on Bremer Avenue and it can take you awhile to turn left because there is a long line of cars you have to wait for. I walk across Main Street a lot and am concerned it will be hard to cross the street of here is a long line of cars. I am concerned about modifying zoning and allowing developers to not provide parking. Ex. Not having one bedroom per parking space. Cedar Falls is gaining population – I don't think we should lose lanes on Main Street.*
- *Garages need to be considered for "missing middle" models – that age group has "stuff" and needs garage*
- *Thank you so much. This is exactly the type of visioning we need.*
- *I am confused by the reference to South Main as starting at 12 St – actual South Main is south of University Ave. Very confusing for us locals!<sup>1</sup>*
- *Love this type of way to get community input! (13 years on Planning & Zoning; 4 years on City Council)*

<sup>1</sup> Note: During the "Work-in-Progress" presentation, the consultants incorrectly referred to the southern portion of the Main Street corridor within the study area as "South Main" – that nomenclature has been corrected in the Imagine Downtown Vision Plan report.



- *Great ideas for in-between/medium housing development; great ideas for parking structure that disguises d creates more retail space*
- *Have not addressed what to do about making “new” areas more [illegible word] friendly; lost the river*
- *Love it; Excited to see the next steps and be a part of it*
- *I didn't hear acknowledgment/recognition of impact weather has on walkability. This varies hugely from summer to winter, so the idea that people will be walking & biking applies to maybe 1/2 - 2/3 of year. The rest of the year there will be more vehicular traffic. The other piece of the puzzle is folks who want to come downtown from “non-walkable” distances, as well as older, but not handicapped people whose mobility is limited to e.g. a 1-block walk. How do we accommodate those folks, many of who may be tourists.*

*this page left intentionally blank*

**Cedar Falls Downtown Vision Plan  
Consolidated Comments from Website Feedback – 7 Respondents  
October 1-November 1, 2019**

**Question 4: Do you have specific comments and/or questions on the ANALYSIS section of the Imagine Downtown Vision Plan (please provide us with specific page numbers or subsection names of the section you are commenting on):**

---

- #1: Yes
- #2: No
- #3: Yes
- #4: No
- #5: Yes
- #6: Yes
- #7: Yes

**Please provide us your specific comments here! Please try to reference specific page numbers in your response.**

- #1: Something missing that I think is a concern of citizens and downtown is how to incorporate new development with readapted property (using standing buildings in a new and improved way)
- #3: Page 11 - "most participants come downtown frequently for destination shopping, eating and special events; the majority that don't live downtown come by car.
- #5: I live a block off main street. Street scape and nearby infill were specifically interesting.
- #6: I really like the "big ideas" as fleshed out (p. 31) especially inclusion of "missing middle" (p. 40) and understanding the need for mixed use transit--bike, pedestrian etc and parking not as the driving development force (p. 45). I also really like the call for a comprehensive review of zoning policies (pp. 19-21). My concern there is the makeup of the current Board--a lot of realtors and developers with very short-sighted and monotonous views. Would self-interest gut a good plan?
- #7: P. 15 - the fact about off-street parking adding significantly to rental and residential costs needs to be more prominently discussed and used to help create the middle market housing. This is mentioned throughout, but important in many ways. Zoning Review p 20 - re: using existing zoning/enforcement – there is lots of opportunity to enhance downtown now if everything was enforced - sandwich board signs have gone crazy, lots of sidewalk clutter, Arabella is not in sign compliance, sound, etc.

**Question 5: Listed below are some of the subsections of the DOWNTOWN FRAMEWORK section of the Plan. Please select which subsections you'd like to comment on, if any.**

---

- #1: Big Ideas, Character Areas
- #2: Building Frontages, Big Ideas
- #3: Big Ideas, Character Areas
- #4: Character Areas
- #5: Big Ideas, Character Areas, Building Frontages
- #6: Big Ideas
- #7: Big Ideas, Character Areas

**Leave us your detailed comments/questions about the BIG IDEAS in the DOWNTOWN FRAMEWORK section.**

- #1: I hope the intension of the big ideas is to continue to improve the thriving district that is currently downtown. And insure that all big ideas take this into consideration.
- #2: Yes, walkability is huge! I know lots of folks in Cedar Falls like their cars, but the city shouldn't be designed for the convenience of parking giant SUVs right in front. Conceal the parking.
- #3: I agree wholeheartedly with this list. I think Big Idea #4 should be a main focus for the entire character area. Encourage adaptive reuse, encourage renovation, last resort should be new construction. City incentives should match this priority

- #5: We need new ideas on parking and store fronts. I do hope we can keep our small town character. Do not create a raft of new "character" but allow new thoughts to be considered.
- #6: really good--see comment prior
- #7: p. 31 - I feel the discussion of green spaces and walkability are at odds with the infill piece.

**Leave us your detailed comments/questions about the CHARACTER AREAS in the DOWNTOWN FRAMEWORK section. (Please include the name of the individual character area, if applicable.)**

- #1: Spot on with the character areas. I would like to see a bit more focus on what will happen in character area #1 as I think this is the place where growth is most likely to happen in the downtown.
- #2: 1. general downtown - max height should be 4 stories, not 5; #2 preservation should be priority; Regarding missing middle - revitalize existing housing stock; don't tear down and build something else. Infill vacant spots - yes, yes, yes! Great ideas!
- #4: In regards to area labeled #8, 1st Street from Franklin to Walnut. I think buildings should be limited to three stories, as opposed to the 4 stories the plan proposes.
- #5: Many years ago we acquired the Depot and made it into a bank building. We honored the original use and location. It still feels like the old downtown building with a modern touch.
- #7: p. 37 - Item 9 - with discussion in other places of enhanced river access, developing this northwest riverfront area doesn't match up. It could be enhanced as a better gateway area, as should be the east end of the 1st Street bridge coming into to downtown.

**Leave us your detailed comments/questions about the BUILDING FRONTAGE TYPES in the DOWNTOWN FRAMEWORK section. (Please include the name of the individual building frontage type, if applicable.)**

- #2: It's really important to have the kinds of frontages suggested! This improves the attractiveness of our city, and its identity as a place.
- #5: I favor existing red brick for most fronts. First floor parking requires care in egress/ingress sites.

**Question 6: Listed below are some of the subsections of THE VISION section of the Plan. Please select which sub-sections you'd like to comment on, if any.**

- 
- #1: Prototypical Projects & Sites, Re-Imagining Downtown Streets, Plan Recommendations
  - #2: Prototypical Projects & Sites
  - #3: Visualizing Change, Prototypical Projects & Sites, What If... Scenarios, Re-Imagining Downtown Streets, Plan Recommendations
  - #4: No Comment on any sub-sections
  - #5: Re-Imagining Downtown Streets, Plan Recommendations
  - #6: Visualizing Change, Prototypical Projects & Sites, Plan Recommendations
  - #7: Prototypical Projects & Sites

**Leave us your detailed comments/questions about the VISUALIZING CHANGE pages in THE VISION section.**

**Please provide specific subtitles or page numbers with your response.**

- #3: The images showing the transformation of 4th St. are excellent! (pgs 46-47); smaller parking ramps throughout the downtown would be very good for customers and businesses (pg 49 50); who takes care of the plants and flowers?
- #6: I like all these, as stated before. My worry, as stated re: Zoning Review is that current board may be too packed with self-interested disconnected people...

**Leave us your detailed comments/questions about the PROTOTYPICAL PROJECTS & SITES pages in THE VISION section. Please provide specific sub-titles or page numbers with your response.**

- #1: I love how the parking ramp is imagined. Parking seems very important to people in Cedar Falls. I think this should be a priority for the city to develop relationships with potential developers to guide and support them to look at mixed parking structures
- #2: City code should be rewritten to encourage development of these prototypes.

- #3: Can some of the missing middle housing need be filled by fixing up the historic homes that are already built? Keep some of the smaller park like green spaces and use wastewater treatment plant area as a PUBLIC space for events and activities; not private
- #6: see above
- #7: Mixed use parking facility has been discussed for at least five years, let's act on it!

**Leave us your detailed comments/questions about the WHAT IF... SCENARIO pages in THE VISION section. Please provide specific subtitles or page numbers with your response.**

- #3: I like the focus on walkability.

**Leave us your detailed comments/questions about the RE-IMAGINING DOWNTOWN STREETS pages in THE VISION section. Please provide specific page numbers with your response.**

- #1: I like how walk-ability in this visioning doesn't mean less parking. It is reinvented to encourage walkability and providing more or ample parking. Needs to be described this way. When people hear walkability they assume it is a way to get around parking
- #3: I like the emphasis on adjusting street lanes to add parking in this entire section; I like walkability focus in this section too. Especially by the rec center (pg 66); Road diet - yes! Rehab existing homes along Main 12th - 18th before building new
- #5: I agree to street "look" changes. We can bring more people in with walk & bike ability. Slower traffic is a definite plus.

**Leave us your detailed comments about the PLAN RECOMMENDATIONS in both the EXECUTIVE SUMMARY and THE VISION section. (Please identify the specific recommendation, if applicable.)**

- #1: Sense of place for this to happen better more informative signage needs to happen & have it be consistent throughout cedar falls. Encourage not just redevelopment but repurposing current structures
- #3: I don't own property in the area, but individual property owner rights are important to me. How will the new code affect my rights as a property owner when this approach spreads to other areas of town?
- #5: I agree the key is to give a guideline to private investors. They make it work if the city is giving a general nod on how it can play.
- #6: see above

**Please leave any additional general comments or questions here!**

---

- #1: I have really loved being a part of the process. I think this is a very important step for Cedar Falls. This process isn't easy for anyone but I think the proposed changes will help Cedar Falls to continue to grow. Personally (I am not sure how you improve the process) but I am concerned on how fast the last part presentation of plan, and time frame it will go through p&z and council) of the process is going. I know that we can't wait to hear from everyone in the community but I do have concerns that this last bit is not providing enough time for people to review and digest the vision plan and provide feedback. I do appreciate the hard work of staff and how much time has been put into this process as I know there has been a lot. Again I am not sure how you simplify/ make it easier for public feedback (I appreciated that there has been many opportunities for people to do so). I do know with a document so large people need some time to digest and think about what this could mean for Cedar Falls. I think a 93 page document can seem a bit overwhelming to the average citizen, but I know all the materials are important that were included. Thank you to city staff and the support of council/p&z to go through this process I think it is an amazing thing you are all doing and I am very grateful to live in a community that really values the town and the citizens who live here. Thank you for all the time, money and effort that you (the city and consultants) have put into this process it does not go unnoticed.
- #2: I'm really impressed with the thoughtful ideas and examples in the report. Thank you for listening to citizen input. I can see our thoughts reflected in the plan.

- #4: Overall, I think it looks really great and will hopefully continue to move us in the right direction!
- #5: Good communication remains a key. It appears we will have more zoning changes. Good to get those considerations out to the public. Particularly to a wider view than specific project changes.
- #7: I am all for the added street trees and green spaces, but the city also needs to dedicate time and financial resources to maintaining them. All of the Main Street trees currently need trimming, Hudson Rd. median has looked terrible for years, many of the trees along the Hudson Rd. bike trail need trimmed. You can plant and then walk away, and Community Main Street volunteers are pretty much at their limit of doing the city's work.



## 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 James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: November 12, 2019

SUBJECT: Cedar Heights Drive Reconstruction  
 Project Number RC-000-3171  
 IDOT STBG-SWAP-1185()—SG-07

The City of Cedar Falls is planning to reconstruct 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 may include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection. Properties acquired for the project will be used for roadway and utility right-of-way. Plans for the project shows the need for fee title and/or easement acquisitions from approximately twenty (20) properties.

Iowa law requires that the City Council hold 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.

We recommend that the Council hold a Public Hearing for December 2, 2019, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Director of Public Works  
 David Wicke, City Engineer  
 Matthew Tolan, EI, Civil Engineer II

**NOTICE OF PUBLIC HEARING ON A PROPOSAL TO UNDERTAKE A PUBLIC  
IMPROVEMENT PROJECT FOR THE CEDAR HEIGHTS DRIVE RECONSTRUCTION  
PROJECT AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID  
PROJECT**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of December, 2019, at 7:00 o'clock p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City on the proposal to undertake a public improvement project for the Cedar Heights Drive Reconstruction Project and to authorize acquisition of private property for the project.

Written objections to the proposal may be filed with City Clerk on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa, on the 18<sup>th</sup> day of November, 2019.

Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls, Iowa



**BLACK HAWK CO.**

**PCC PAVEMENT - GRADE AND REPLACE**  
**STBG-SWAP-1185()-SG-07**

LETTING DATE  
**OCT. 20, 2020**

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.3



# Highway Division

## PLANS OF PROPOSED IMPROVEMENT ON THE URBAN ROAD SYSTEM **BLACK HAWK COUNTY** PCC PAVEMENT - GRADE AND REPLACE

IN THE CITY OF CEDAR FALLS, ON CEDAR HEIGHTS DR,  
FROM GREENHILL RD SOUTH 0.8 MILES TO VIKING ROAD

SCALES: As Noted

Refer to the Proposal Form for list of applicable specifications.

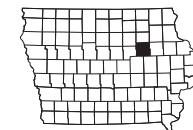
Value Engineering Saves. Refer to Article 1105.14 of the Specifications.

MILEAGE SUMMARY			
			105-1 MODIFIED
DIV.	LOCATION	LIN. FT.	MILES
1	Cedar Heights Dr., Sta. 11+92 TO 57+00	4,508	0.85
TOTAL:		4,508	0.85

For Project Location Map  
Refer to Sheet A.2



1-800-292-8989  
www.iowaonecall.com



### 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

TOTAL
PROJECT IDENTIFICATION NUMBER <b>ITEM 28.</b>
IOWA DOT PROJECT NUMBER
STBG-SWAP-1185()-SG-07
CITY OF CEDAR FALLS PROJECT NUMBER
RC-000-3171
R.O.W. PROJECT NUMBER

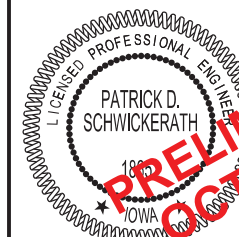
INDEX OF SHEETS	
	105-3 07-21-87
NO.	DESCRIPTION
A.1	TITLE SHEET
A.2	LOCATION MAP
A.3	LEGEND
B.1-B.3	TYPICAL CROSS SECTIONS & DETAILS
C.1-C.6	QUANTITIES & GENERAL INFORMATION
D.1-D.7	MAINLINE PLAN AND PROFILE - CEDAR HEIGHTS DR
E.1	SIDEROAD PLAN AND PROFILE - PRAIRIE ST
E.2	DRIVEWAY PLAN AND PROFILE - COMMUNITY OF CHRIST
E.3	DRIVEWAY PLAN AND PROFILE - GREENHILL BAPTIST CHURCH
E.4-E.8	ROUNDAABOUT PLAN AND PROFILES - CEDAR HEIGHTS DR/HUNTINGTON RD
E.9-E.17	ROUNDAABOUT PLAN AND PROFILES - CEDAR HEIGHTS DR/GREENHILL RD
H.1-H.3	RIGHT-OF-WAY
W.1-W.46	MAINLINE CROSS SECTIONS

LEAD AGENCY

**CITY OF CEDAR FALLS**

City Engineer

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.

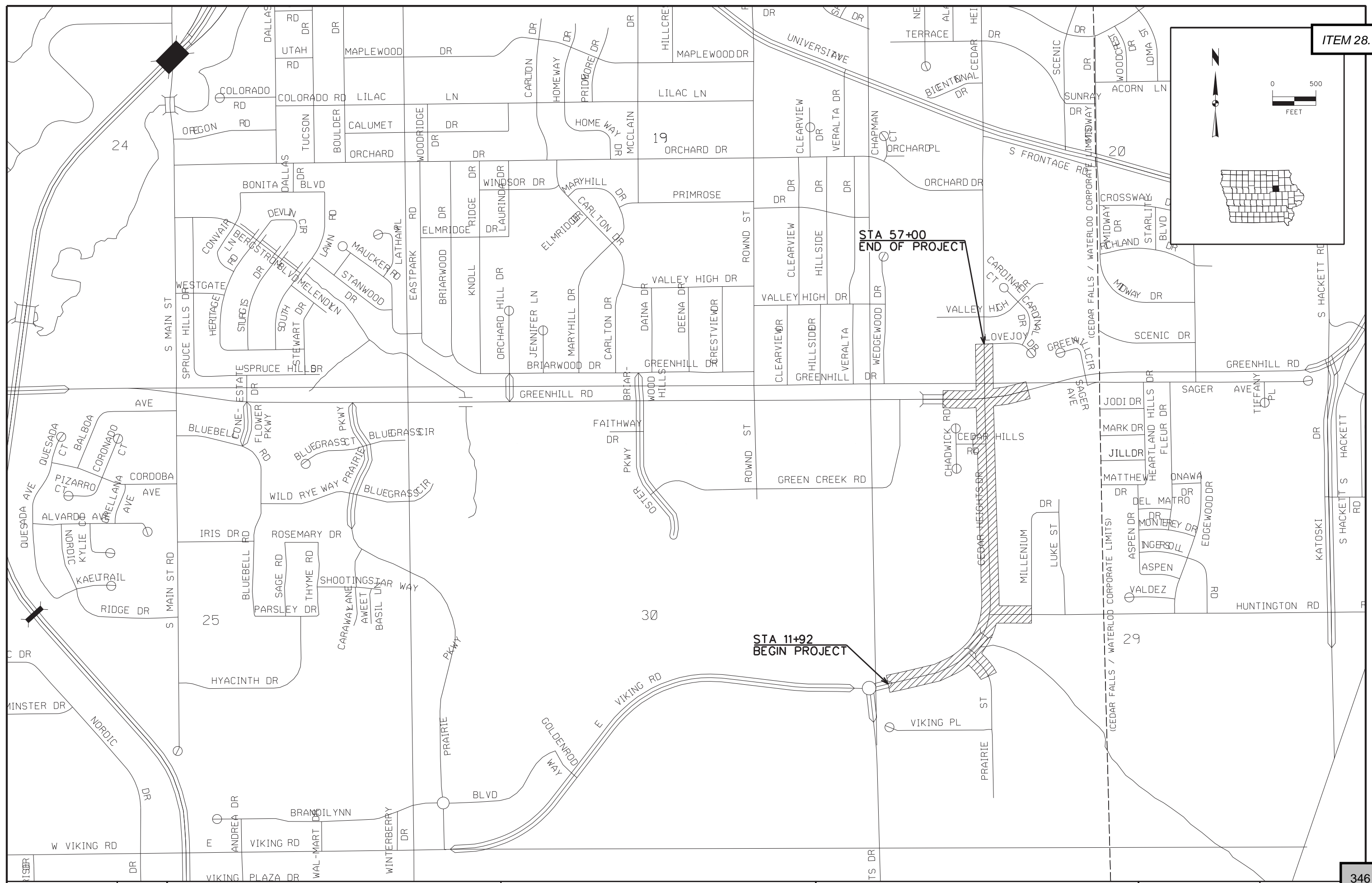
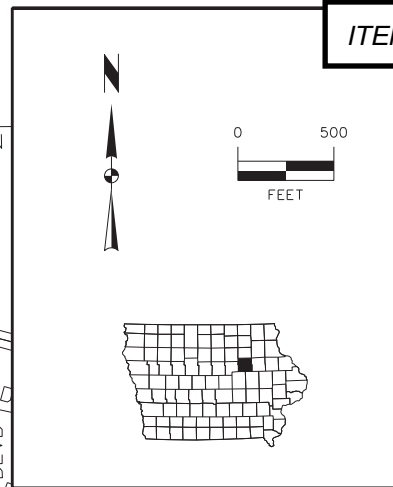
Patrick D. Schwickerath, P.E. Date

License Number 18652

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:

ALL SHEETS



STA 57+00  
END OF PROJECT

STA 11+92  
BEGIN PROJECT

**LEGEND**

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-x-x-	-x-x-
Fence (Wood)	-x-x-	-x-x-
Fence (Silt)	-x-x-	-x-x-
Tree Line	~ ~ ~	~ ~ ~
Tree Stump	⊗	⊗
Deciduous Tree \ Shrub	⊙	⊙
Coniferous Tree \ Shrub	⊙	⊙
Communication	---C(x)---	---C---
Overhead Communication	---OC(x)---	---OC---
Fiber Optic	---FO(x)---	---FO---
Underground Electric	---E(x)---	---E---
Overhead Electric	---OE(x)---	---OE---
Gas Main with Size	---4" G(x)---	---4" G---
High Pressure Gas Main with Size	---4" HPG(x)---	---4" HPG---
Water Main with Size	---8" W(x)---	---8" W---
Sanitary Sewer with Size	---8" S(x)---	---8" S---
Duct Bank	---DUCT(x)---	---DUCT---
Test Hole Location for SUE w/ID	⊗	⊗
(x) Denotes the survey quality service level for utilities		
Sanitary Manhole	⊙	⊙
Storm Sewer with Size	12" ST	12" ST
Storm Manhole	⊙	⊙
Single Storm Sewer Intake	⊙	⊙
Double Storm Sewer Intake	⊙	⊙
Fire Hydrant	⊙	⊙
Fire Hydrant on Building	⊙	⊙
Water Main Valve	⊙	⊙
Water Service Valve	⊙	⊙
Well	⊙	⊙
Utility Pole	⊙	⊙
Guy Anchor	⊙	⊙
Utility Pole with Light	⊙	⊙
Utility Pole with Transformer	⊙	⊙
Street Light	⊙	⊙
Yard Light	⊙	⊙
Electric Box	⊙	⊙
Electric Transformer	⊙	⊙
Traffic Sign	⊙	⊙
Communication Pedestal	⊙	⊙
Communication Manhole	⊙	⊙
Communication Handhole	⊙	⊙
Fiber Optic Manhole	⊙	⊙
Fiber Optic Handhole	⊙	⊙
Gas Valve	⊙	⊙
Gas Manhole	⊙	⊙
Gas Apparatus	⊙	⊙
Fence Post or Guard Post	⊙	⊙
Underground Storage Tank	⊙	⊙
Above Ground Storage Tank	⊙	⊙
Sign	⊙	⊙
Satellite Dish	⊙	⊙
Mailbox	⊙	⊙
Soil Boring	⊙	⊙

**UTILITY CONTACTS**

UTILITY TYPE	UTILITY PROVIDER	CONTACT NAME	CONTACT PHONE
GAS/ELECTRIC	CEDAR FALLS UTILITIES	JERALD LUKENSMEYER	319-268-5330
WATER	CEDAR FALLS UTILITIES	TRAVIS SCHRAGE	319-268-5336
CABLE	CENTURYLINK	BRENT GIESE	563-355-2592
CABLE	MEDIACOM	KEVIN PARKER	319-240-4937
CABLE	WINDSTREAM	FELICIA HODGES	501-748-4743
CABLE	VERIZON WIRELESS	LYNN HENDRICKS	218-347-3606
PUBLIC UTILITIES	WATER RECLAMATION	MIKE NYMAN	319-273-8633
POLICE DEPARTMENT	-	-	319-273-8612
EMERGENCY	-	-	911

**UTILITY QUALITY SERVICE LEVELS**

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ ASCE 38-02 STANDARD.

**QUALITY LEVEL (D)** INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

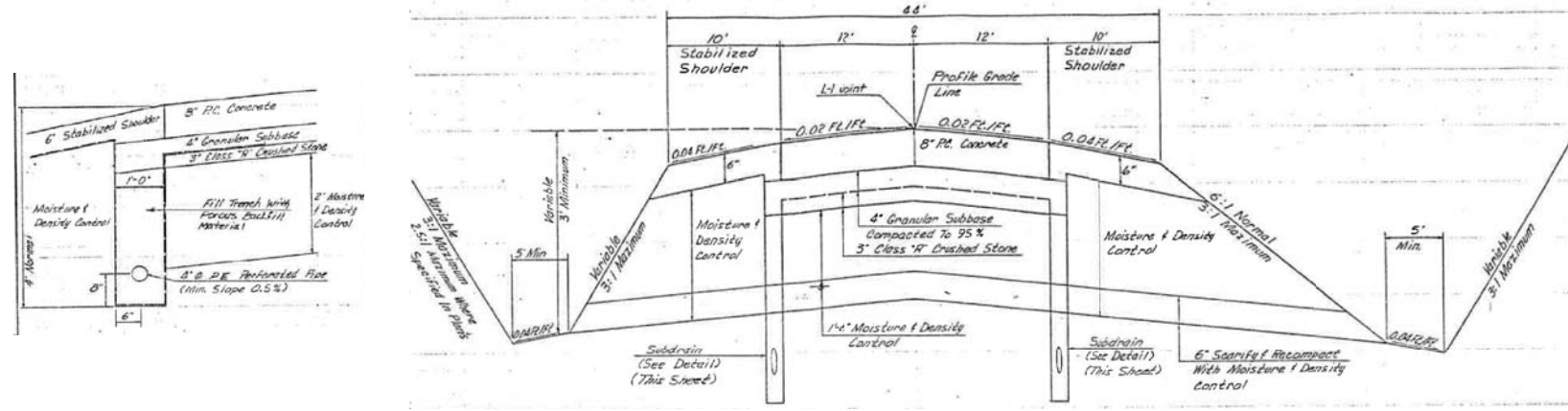
**QUALITY LEVEL (C)** INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

**QUALITY LEVEL (B)** INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

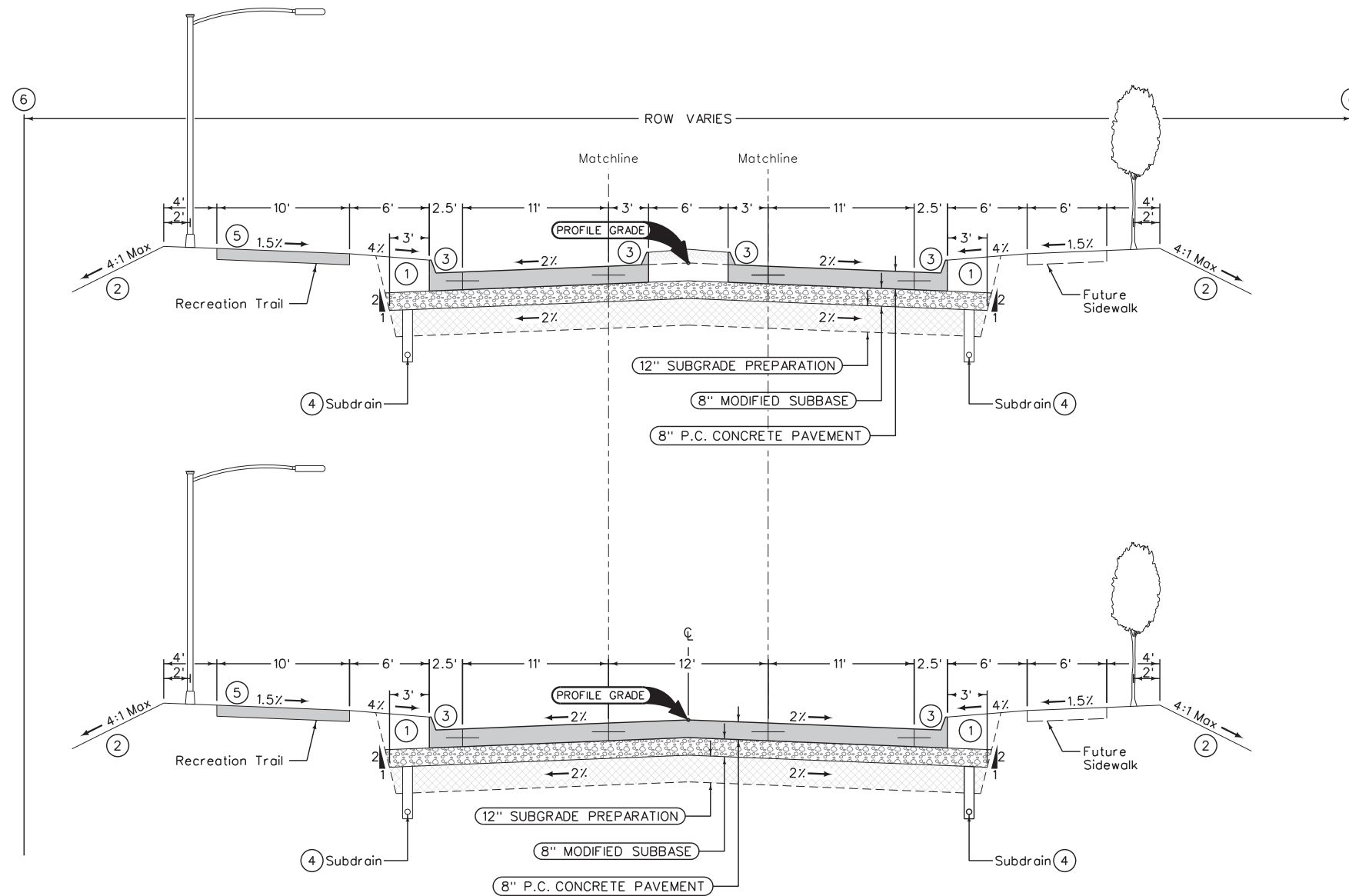
**QUALITY LEVEL (A)** IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

**UTILITY WARNING**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.



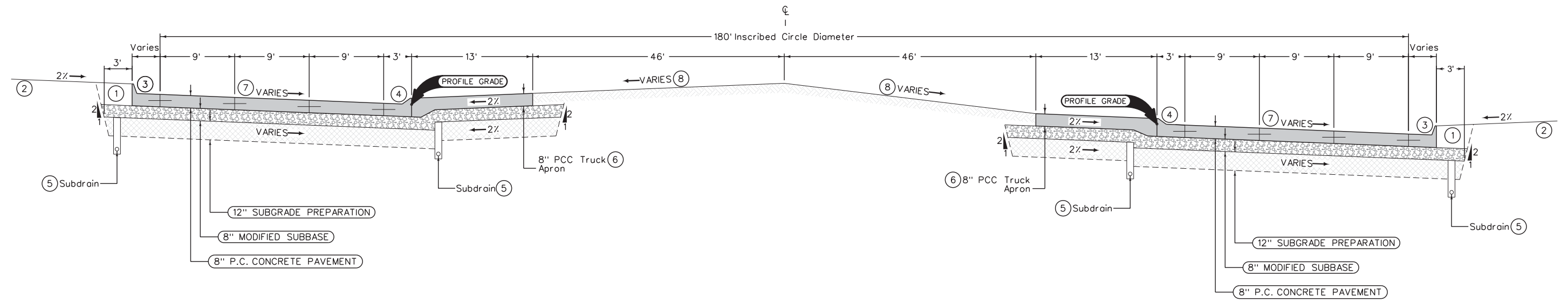
EXISTING CEDAR HEIGHTS DRIVE  
TYPICAL SECTION  
NO SCALE



- ① Earth Shoulder Finishing, excavate and backfill 3.0'
- ② Class 10 excavation cut and fill
- ③ 6" Standard curb. Refer to Standard Road Plan PV-102
- ④ Case B Type 1 Subdrain. Refer to Sheet B.4. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑤ Refer to C-Sheet Tabulation 113-1
- ⑥ Refer to H-Sheets for ROW Information

Notes:  
This Section is typical only. Refer to Detail Project Plans, L-Sheets and Cross Sections for detailed grading information, pavement widths, transition areas, shoulder design, and specific slope details.  
Subbase may be constructed to a width greater than that indicated.  
Any such extra width of subbase shall be considered incidental to other work and not be measured for payment.  
Typical section shown may be appropriately modified for areas specifically designated by the Engineer.  
Mainline Jointing:  
Transverse joints: CD at 15' spacing  
Longitudinal joint: L-2

CEDAR HEIGHTS DRIVE  
TYPICAL SECTIONS  
NO SCALE



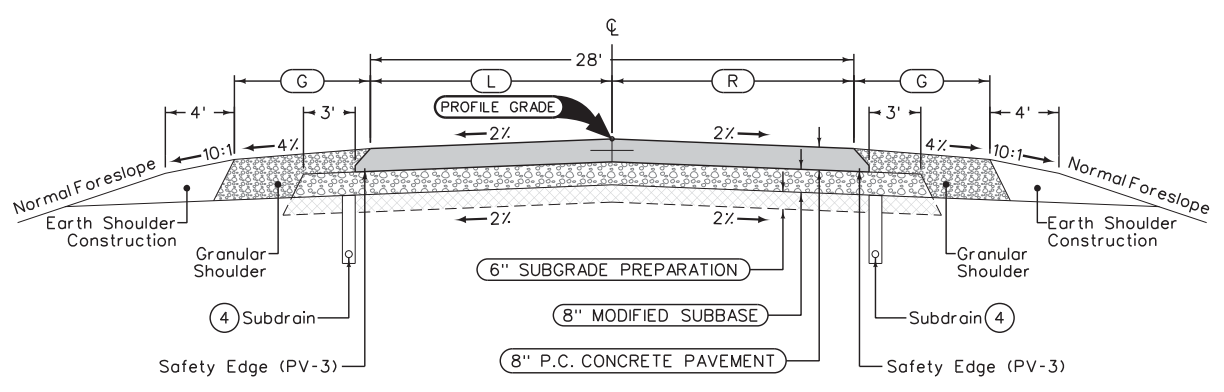
Notes:  
 This Section is typical only. Refer to Detail Project Plans, L-Sheets and Cross Sections for detailed grading information, pavement widths, transition areas, shoulder design, and specific slope details.  
 Subbase may be constructed to a width greater than that indicated.  
 Any such extra width of subbase shall be considered incidental to other work and not be measured for payment.  
 Typical section shown may be appropriately modified for areas specifically designated by the Engineer.  
 Mainline Jointing:  
 Transverse joints: CD at 15' spacing  
 Longitudinal joint: L-2

- ① Earth Shoulder Finishing, excavate and backfill 3.0'
- ② Class 10 excavation cut and fill
- ③ 6" Standard curb. Refer to Standard Road Plan PV-102
- ④ 4" Sloped curb. Refer to Standard Road Plan PV-102
- ⑤ Case B Type 1 Subdrain. Refer to Sheet B.4. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑥ Refer to Roundabout Truck Apron Detail on Sheet B.4
- ⑦ Cross slopes vary, refer to L-Sheets.
- ⑧ Median grades vary, refer to cross sections.

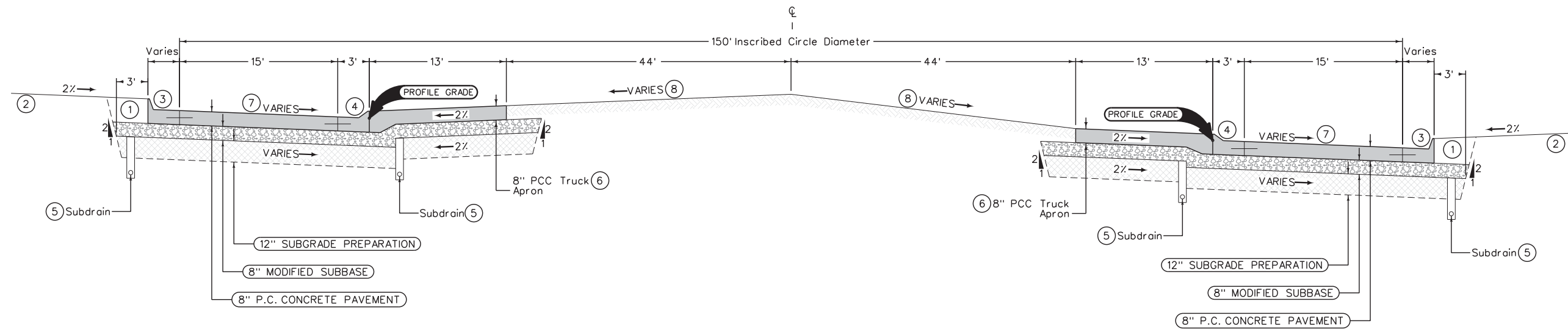
CEDAR HEIGHTS DRIVE/GREENHILL ROAD  
 TYPICAL SECTION  
 MULTI LANE ROUNDABOUT  
 NO SCALE

Notes:  
 This Section is typical only. Refer to Detail Project Plans, L-Sheets and Cross Sections for detailed grading information, pavement widths, transition areas, shoulder design, and specific slope details.  
 Subbase may be constructed to a width greater than that indicated.  
 Any such extra width of subbase shall be considered incidental to other work and not be measured for payment.  
 Typical section shown may be appropriately modified for areas specifically designated by the Engineer.  
 Mainline Jointing:  
 Transverse joints: CD at 15' spacing  
 Longitudinal joint: L-2

- ① Earth Shoulder Finishing, excavate and backfill 3.0'
- ② Class 10 excavation cut and fill
- ③ 6" Standard curb. Refer to Standard Road Plan PV-102
- ④ Case B Type 1 Subdrain. Refer to Sheet B.4. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑤ Refer to H-Sheets for ROW Information



PRAIRIE STREET  
 TYPICAL SECTION  
 NO SCALE



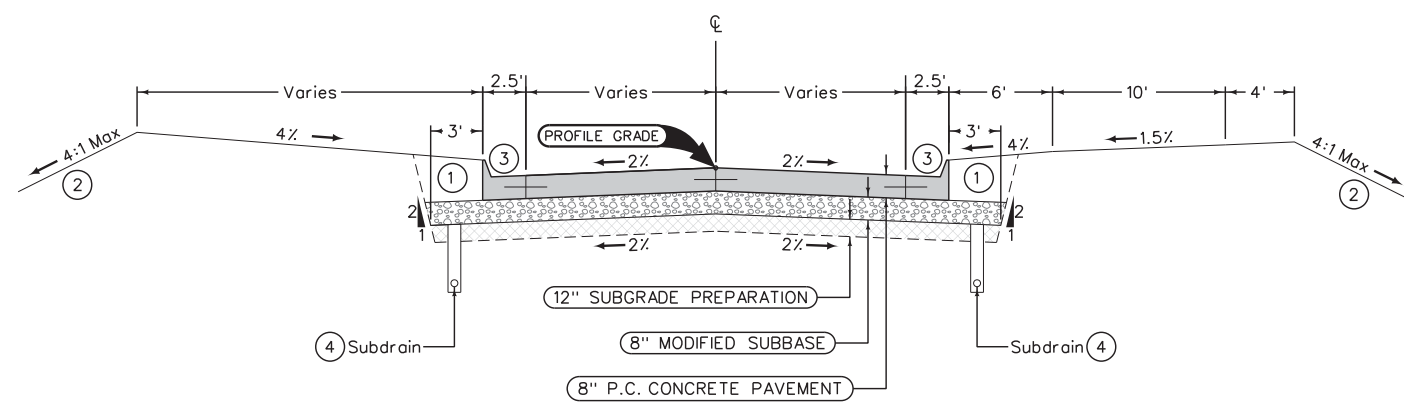
Notes:  
 This Section is typical only. Refer to Detail Project Plans, L-Sheets and Cross Sections for detailed grading information, pavement widths, transition areas, shoulder design, and specific slope details.  
 Subbase may be constructed to a width greater than that indicated.  
 Any such extra width of subbase shall be considered incidental to other work and not be measured for payment.  
 Typical section shown may be appropriately modified for areas specifically designated by the Engineer.  
 Mainline Jointing:  
 Transverse joints: CD at 15' spacing  
 Longitudinal joint: L-2

- ① Earth Shoulder Finishing, excavate and backfill 3.0'
- ② Class 10 excavation cut and fill
- ③ 6" Standard curb. Refer to Standard Road Plan PV-102
- ④ 4" Sloped curb. Refer to Standard Road Plan PV-102
- ⑤ Case B Type 1 Subdrain. Refer to Sheet B.4. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑥ Refer to Roundabout Truck Apron Detail on Sheet B.4
- ⑦ Cross slopes vary, refer to L-Sheets.
- ⑧ Median grades vary, refer to cross sections.

CEDAR HEIGHTS DRIVE/HUNTINGTON ROAD  
 TYPICAL SECTION  
 SINGLE LANE ROUNDABOUT  
 NO SCALE

Notes:  
 This Section is typical only. Refer to Detail Project Plans, L-Sheets and Cross Sections for detailed grading information, pavement widths, transition areas, shoulder design, and specific slope details.  
 Subbase may be constructed to a width greater than that indicated.  
 Any such extra width of subbase shall be considered incidental to other work and not be measured for payment.  
 Typical section shown may be appropriately modified for areas specifically designated by the Engineer.  
 Mainline Jointing:  
 Transverse joints: CD at 15' spacing  
 Longitudinal joint: L-2

- ① Earth Shoulder Finishing, excavate and backfill 3.0'
- ② Class 10 excavation cut and fill
- ③ 6" Standard curb. Refer to Standard Road Plan PV-102
- ④ Case B Type 1 Subdrain. Refer to Sheet B.4. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑤ Refer to H-Sheets for ROW Information



HUNTINGTON ROAD  
 TYPICAL SECTION  
 NO SCALE

**PROJECT DESCRIPTION**

This project is for the paving of an urban two lane divided roadway and urban three lane roadway with a center turn lane as the reconstruction of Cedar Heights Drive from the existing Viking Road roundabout north to Greenhill Road.

This project involves replacing the existing signalized intersection of Cedar Heights Drive with Greenhill Road with a multilane roundabout and the construction of a single lane roundabout at the intersection of Huntington Road with Cedar Heights Drive.

**ESTIMATED PROJECT QUANTITIES  
(UP TO A 5 DIVISION PROJECT)**

Division 1: State-Aid Funding  
Division 2: City Funding

Item No.	Item Code	Item	Unit	Quantities																			
				Estimated					Total	As Built													
				Division 1	Division 2	Division 3	Division 4	Division 5		Division 1	Division 2	Division 3	Division 4	Division 5									
1	2101-0850002	CLEARING AND GRUBBING	UNIT																				
2	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY																				
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY																				
4	2102-2710080	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	CY																				
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY																				
6	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA																				
7	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY																				
8	2115-0100000	MODIFIED SUBBASE	CY																				
9	2123-7450020	SHOULDER FINISHING, EARTH	STA																				
10	2213-7100400	RELOCATION OF MAIL BOXES	EACH																				
11	2301-1033080	STD/S-F PCC PAV'T, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY																				
12	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	SY																				
13	2301-6911722	PCC PAVEMENT SAMPLES	LS																				
14	2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT 8 IN. THICKNESS	EACH																				
15	2304-0101000	TEMPORARY PAVEMENT	SY																				
16	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON																				
17	2401-6745765	REMOVAL OF LIGHT POLES	EACH																				
18	2401-6750001	REMOVALS, AS PER PLAN	LS																				
19	2414-6460000	ORNAMENTAL METAL RAILING	LF																				
20	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH																				
21	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EACH																				
22	2416-0100030	APRONS, CONCRETE, 30 IN. DIA.	EACH																				
23	2416-1165018	CULVERT, 2000D CONCRETE ENTRANCE PIPE, 18 IN. DIA.	LF																				
24	2416-1165030	CULVERT, 2000D CONCRETE ENTRANCE PIPE, 30 IN. DIA.	LF																				
25	2416-1541036	REMOVE AND REINSTALL RIGID PIPE CULVERT LESS THAN OR EQUAL TO 36 IN.	LF																				
26	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH																				
27	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH																				
28	2435-0250500	INTAKE, SW-505	EACH																				
29	2435-0250600	INTAKE, SW-506	EACH																				
30	2435-0251230	INTAKE, SW-512, 30 IN.	EACH																				
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH																				
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH																				
33	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH																				
34	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF																				
35	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH																				
36	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	LF																				
37	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	LF																				
38	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	LF																				
39	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF																				
40	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF																				
41	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN.	LF																				
42	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF																				
43	2507-3250005	ENGINEERING FABRIC	SY																				
44	2507-6800061	REVTMENT, CLASS E	TON																				
45	2510-6745850	REMOVAL OF PAVEMENT	SY																				
46	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH																				
47	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY																				
48	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY																				
49	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA																				
50	2511-6745900	REMOVAL OF SIDEWALK	SY																				
51	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY																				
52	2511-7528101	DETECTABLE WARNINGS	SF																				
53	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY																				
54	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY																				
55	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY																				
56	2518-6910000	SAFETY CLOSURE	EACH																				
57	2523-0000100	LIGHTING POLES	EACH																				
58	2523-0000200	ELECTRICAL CIRCUITS	LF																				
59	2523-0000310	HANDHOLES AND JUNCTION BOXES	EACH																				
60	2523-0000400	CONTROL CABINET	EACH																				
61	2524-6765110	REMOVAL OF TYPE A SIGN	EACH																				
62	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF																				
63	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF																				
64	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS																				
65	2526-8285000	CONSTRUCTION SURVEY	LS																				
66	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA																				
67	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA																				

### ESTIMATED PROJECT QUANTITIES (UP TO A 5 DIVISION PROJECT)

Division 1: State-Aid Funding  
Division 2: City Funding

Item No.	Item Code	Item	Unit	Quantities																		
				Estimated					As Built													
				Division 1	Division 2	Division 3	Division 4	Division 5	Total	Division 1	Division 2	Division 3	Division 4	Division 5								
68	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA																			
69	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH																			
70	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH																			
71	2527-9263180	PAVEMENT MARKINGS REMOVED	STA																			
72	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EACH																			
73	2528-8445110	TRAFFIC CONTROL	LS																			
74	2533-4980005	MOBILIZATION	LS																			
75	2552-0000300	TRENCH COMPACTION TESTING	LS																			
76	2554-0112012	WATER MAIN, TRENCHED, DIP, 12 IN.	LF																			
77	2554-0122012	WATER MAIN, TRENCHLESS, DIP, 12 IN.	LF																			
78	2554-0202200	FITTINGS BY COUNT, DI,	EACH																			
79	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH																			
80	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH																			
81	2554-0212020	VALVE BOX EXTENSION	EACH																			
82	2554-0214000	FIRE HYDRANT ADJUSTMENT	EACH																			
83	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS																			
84	2599-9999010	REMOVAL OF WATER MAIN AND APPURTENANCES	LS																			
85	2599-9999010	LANDSCAPING	LS																			
86	2601-2634100	MULCHING	ACRE																			
87	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE																			
88	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE																			
89	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE																			
90	2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ																			
91	2601-2640350	SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	SQ																			
92	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE																			
93	2602-0000020	SILT FENCE	LF																			
94	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF																			
95	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF																			
96	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF																			
97	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF																			
98	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF																			
99	2602-0000400	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH																			
100	2602-0000410	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH																			
101	2602-0000420	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH																			
102	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	LF																			
103	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH																			
104	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH																			
105	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH																			
106	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH																			



**STANDARD ROAD PLANS**

The following Standard Road Plans apply to construction work on this project.

Number	Date	Title
DR-101	04-18-17	Pipe Culvert (Bedding and Backfill)
DR-102	04-21-15	Pipe Culvert (Cover and Camber)
DR-103	04-21-15	Pipe Culvert (Installation Details)
DR-104	04-19-16	Depth of Cover Tables for Concrete and Corrugated Pipe
DR-121	10-17-17	Connected Pipe Joints
DR-201	10-16-18	Concrete Aprons
DR-303	10-17-17	Subdrains (Longitudinal)
DR-305	04-17-18	Subdrain Outlets (Standard Subdrain, Pressure Release and Special)
DR-306	10-16-18	Precast Concrete Headwall for Subdrain Outlets
DR-601	04-18-17	Reinforced Concrete Pipe Culvert
EC-101	04-19-16	Wood Excelsior Mat for Ditch Protection
EC-103	04-21-15	Wood Excelsior Mat for Slope Protection
EC-201	10-16-18	Silt Fence
EC-204	04-18-17	Perimeter and Slope Sediment Control Devices
EC-301	10-18-16	Rock Erosion Control (REC)
EC-303	04-16-19	Stabilized Construction Entrance
EC-501	04-21-15	Trees and Shrubs
EC-502	04-21-15	Seeding in Rural Areas
EC-602	10-16-18	Open-Throat Curb Intake Sediment Filter
EW-101	10-17-17	Embankment and Rebuilding Embankments
EW-102	10-20-15	Allowable Placement of Unsuitable Soil in Embankments
EW-103	10-20-15	Embankment Subgrade Treatment, Moisture Density Control and Special Compaction
EW-105	04-21-15	Reshaping Slopes and Ditches
EW-501	10-20-15	Rural Entrance
MI-210	10-20-15	PCC Driveways and Alleys
MI-220	10-20-15	Detectable Warnings and Pedestrian Ramp
PM-110	10-16-18	Line Types
PM-111	04-21-15	Symbols and Legends
PM-521	04-19-11	Two-Lane Roadway with Right Turn Lanes
PM-522	04-16-19	Two-Lane Roadway with Left Turn Lanes
PM-550	04-19-11	Two-Lane Roadway with Two-Way Left Turn Lane
PV-3	04-16-19	Safety Edge
PV-101	04-16-19	Joints
PV-102	10-18-16	PCC Curb Details
PV-103	04-19-11	Manhole Boxouts in PCC Pavement
PV-104	04-19-11	Ramped Median Nose
SI-101	04-19-16	Locations - Type 'A' Signs
SI-112	04-19-16	Footings For Steel Breakaway Posts
SI-131	10-18-16	Installation - Type 'A' Signs
SW-101	04-17-18	Trench Bedding and Backfill Zones
SW-102	04-16-19	Rigid Gravity Pipe Trench Bedding
SW-103	04-16-19	Flexible Gravity Pipe Trench Bedding
SW-201	04-17-18	Sanitary Sewer Service Stub
SW-211	04-17-18	Storm Sewer Pipe Connections
SW-301	04-17-18	Circular Sanitary Sewer Manhole
SW-306	04-21-15	Chimney Seals for Sanitary Sewer Manholes
SW-401	04-17-18	Circular Storm Sewer Manhole
SW-505	04-17-18	Double Grate Intake
SW-506	04-17-18	Double Grate Intake with Manhole
SW-512	04-17-18	Circular Area Intake
SW-601	04-21-15	Castings for Sanitary Sewer Manholes
SW-602	04-21-15	Castings for Storm Sewer Manholes
SW-603	10-16-18	Castings for Grate Intakes
TC-1	04-16-13	Work Not Affecting Traffic (Two-Lane or Multi-Lane)
TC-202	04-21-15	Work Within 15 ft of Traveled Way
TC-203	10-16-12	Aerial Seeding Operations
TC-252	04-19-16	Routes Closed to Traffic
WM-101	10-18-16	Thrust Blocks
WM-102	10-18-16	Tracer System
WM-201	04-18-17	Fire Hydrant Assembly

**INDEX OF TABULATIONS**

Tabulation	Tabulation Title	Sheet No.
<b>C Sheets</b>		
100-1C	ESTIMATED PROJECT QUANTITIES (UP TO A 5 DIVISION PROJECT)	C.1 - C.2
100-1D	PROJECT DESCRIPTION	C.1
100-4A	ESTIMATE REFERENCE INFORMATION	--
100-24	PCC PAVEMENT	C.5
102-3	ACCESS POINTS AND SAFETY RAMPS	C.6
103-7	SHRINKAGE DATA	C.3
104-3	DRAINAGE STRUCTURE BY ROAD CONTRACTOR	C.4
104-5A	INTAKES AND UTILITY ACCESSES	C.5
104-9	LONGITUDINAL SUBDRAIN SHOULDER AND BACKSLOPE	C.5
104-10	ADJUSTMENT OF FIXTURES	C.6
105-4	STANDARD ROAD PLANS	C.3
108-13A	SAFETY CLOSURES	C.4
110-1	REMOVAL OF PAVEMENT	C.4
110-5	SIDEWALK REMOVAL	C.4
110-8	REMOVAL OF CONCRETE DRIVES	C.4
110-13	DELIVERY AND STOCKPILING	C.4
110-14	SANITARY OR STORM SEWER ABANDONMENT OR REMOVAL	C.4
110-15	REMOVAL OF INTAKES AND UTILITY ACCESSES	C.4
110-16	REMOVAL OF LIGHT POLES AND CONCRETE FOOTINGS	C.4
110-17	CLEARING AND GRUBBING	C.4
111-25	INDEX OF TABULATIONS	C.3
112-5	CONCRETE MEDIANS	C.6
113-1	SIDEWALKS	C.6

**232-10**  
04-18-17

**EMERALD ASH BORER**

Any living, dead, cut or fallen material of the ash (*Fraxinus* spp.) including trees, nursery stock, logs, firewood, stumps, roots, branches, and composted or uncomposted ash chips can be freely moved within the yellow areas of the most recent Federal EAB Quarantine & Authorized Transit.

[https://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/emerald\\_ash\\_b/downloads/eab\\_quarantine\\_map.pdf](https://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/eab_quarantine_map.pdf).

Obtain appropriate Compliance Agreements from USDA APHIS PPQ prior to moving any of the above listed ash articles to areas outside the yellow zone on the map.

For questions, concerns, and general assistance, contact:

USDA APHIS PPQ, Iowa office, 515-414-3295

Or

Iowa Department of Agriculture & Land Stewardship  
515-725-1470  
Entomology@IowaAgriculture.gov

**252-1**  
10-16-12

**TEMPORARY CROSSINGS AND DETOURS**

Blading, shaping, and other work in preparation for maintaining temporary crossings or detours is incidental to other work. Furnish and spread additional granular surfacing needed for temporary crossings or detours during construction at the contract price.

**103-7**  
08-01-08

**SHRINKAGE DATA**

Material	%	Remarks
Class 10 Excavation	30%	Estimated
Topsoil	40%	Estimated

**CLEARING AND GRUBBING**

Location		Work and Material Type	Trees, Stumps, and Logs and Down Timber Material Diameters													All Other Materials		Estimated Quantities			Remarks
Station to Station or Ref. Loc. Sign to Ref. Loc. Sign or Description	Direction of Travel		3"-6"	>6"-9"	>9"-12"	>12"-15"	>15"-18"	>18"-24"	>24"-30"	>30"-36"	>36"-42"	>42"-48"	>48"-60"	>60"-72"	>72"	Length	Width	Units	Area	Herbicide Application	
			FT	FT	Units	Acres	Each														

110-1  
04-16-13

**REMOVAL OF PAVEMENT**  
Refer to Tabulation 102-5

\* Not a Bid Item

Begin Station	End Station	Side	Pavement Type	Area	Saw Cut*	Remarks
				SY	LF	

110-5  
10-20-15

**SIDEWALK REMOVAL**

\* Not a bid item

Begin Station	End Station	Area	Saw Cut*	Remarks
		SY	LF	

110-08  
04-17-18

**REMOVAL OF CONCRETE DRIVES**

\* Not a Bid Item

Location Station	Side	Area	Saw Cut*	Remarks
		SY	LF	

110-16  
04-16-13

**REMOVAL OF LIGHT POLES AND CONCRETE FOOTINGS**

No.	Location		Removal of Light Pole	Removal of Concrete Footing for Light Pole	Remarks
	Station	Offset			
		Left	Right		

108-13A  
08-01-08

**SAFETY CLOSURES**  
Refer to Section 2518 of the Standard Specifications

Station	Closure Type		Remarks
	Road Qty.	Hazard Qty.	

110-15  
04-16-13

**REMOVAL OF INTAKES AND UTILITY ACCESSES**

No.	Location/Description	Type	Remarks
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110-13  
04-20-10

**DELIVERY AND STOCKPILING**

Item Description	Quantity	Units	Delivery Location	Contact Name & Number	Remarks
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110-14  
04-16-13

**SANITARY OR STORM SEWER ABANDONMENT OR REMOVAL**

\* Not a bid item

Location/Description	Sanitary or Storm Sewer	Abandonment, Plug Only or Abandonment, Plug and Fill or Removal	Length of Pipe		Fill Material*	Remarks
			≤ 36 inch diameter	> 36 inch diameter	Flowable Mortar or CLSM	
			LF	LF	CY	

104-3  
10-17-17

**DRAINAGE STRUCTURE BY ROAD CONTRACTOR**

Length of unclassified pipe calculated is based on using Reinforced Concrete Pipe.

\* Not a bid item  
 ① Diameter or equivalent diameter  
 ② UNCL = Unclassified Pipe CMP = Corrugated Metal Pipe RCP = Reinforced Concrete Pipe LCP = Arch or Elliptical Low Clearance Pipe SARC = Steel Arch Pipe  
 ③ Backfill according to DR-101

Drainage Area	Location	Type	Size ①	Kind Of Pipe ②	Length New Const. LF	Bedding Class	Design Cover (H) FT	Camber* (DR-102) FT	Apron No. IN	Apron Guard* (DR-213) No.	Elbow* (DR-141) No.	Diaphragm* (DR-501) No.	Tee Section* (DR-142) No.	"D" Section* (DR-141) No.	Reducer* No.	Type 'C' Connections* (DR-122) Type	Connected Pipe Joint* (DR-121) Type	4" Perforated Subdrain* FT	Flow Line Elevations				Dimensions Lin. Ft.				Skew Ahead Degrees		Dike			Class 20 CY	Flowable Mortar CY	Floodable* Backfill (A) CY	Porous* Backfill (B) CY	Flooded Backfill (A+B) CY	Remarks			
																			Lt.	Rt.	Other	Other	Lt.	Rt.	Lt.	Rt.	Lt.	Rt.	Lt.	Rt.	Rt.							Location Station	Top Elevation	Type
																			ACRE	IN	FT	FT	IN	OUT	No.	No.	No.	No.	No.	No.	No.							Type	Type	FT

**LONGITUDINAL SUBDRAIN SHOULDER AND BACKSLOPE**

Refer to Soils Sheets

\* Not a bid item. Bridge berm quantities assume a trench depth of 24 inches.

Line No.	Road or Lane Identification	Location		Side	Longitudinal Subdrain (DR-303)						Subdrain Outlet		Porous* Backfill CY	Class "A"* Crushed Stone CY	Remarks	
		Station to Station	Depth D		Shoulder		Backslope		Bridge Berm (EW-203 or EW-204)		DR-303, DR-305 or DR-306	Station				Standard Road Plan and Type
					Size IN	Length FT	Size IN	Length FT	Standard Road Plan and Type	Size IN						
1	NBL	1+00.00	2+00.00	LT	66.0	4.0	160.0					24.7				

**INTAKES AND UTILITY ACCESSES**

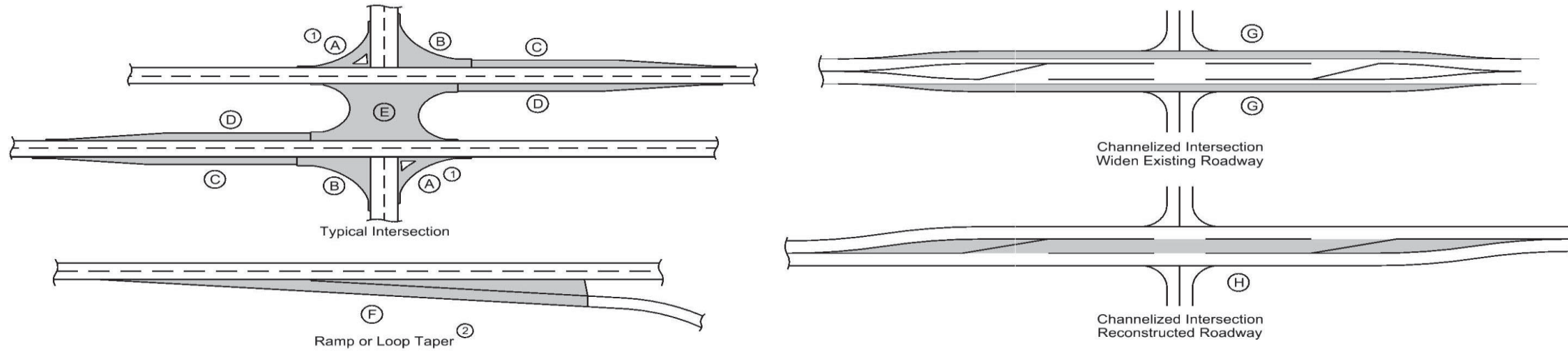
104-5A  
10-15-13

\* Bid Item  
\*\* For SW-545

No.	Location Station	Type or Standard Road Plan*	Form Grade Elev.	Bottom Well Elev.	Extension Length** FT	Notes

**PCC PAVEMENT**

100-24  
04-21-15



- ① Does not include raised island area or curb. Refer to tabulation 112-4 for quantities.
- ② Refer to PV-410, PV-411, PV-412, and PV-414.
- ③ Quantity includes Pavement Header.

Road Identification	Location Direction of Travel	Station to Station	Mainline			Area ③								Total Area By Pavement Thickness		Special Backfill TONS	Modified Subbase CY	Granular Subbase SY	Remarks
			Width	Length	Area	A ①	B	C	D	E	F ②	G	H	SY					
			FT	FT	SY	SY	SY	SY	SY	SY	SY	SY	SY	10 IN	10% IN				

### ACCESS POINTS AND SAFETY RAMPS

Refer to Cross-Sections

Length of Unclassified Pipe calculated is based on using Corrugated Metal Pipe.

- ① Refer to MI-210
- ② Refer to EW-501.
- ③ Refer to EW-501 or EW-502.

\*Predetermined for access point not constructed with this project.

Location		Type	Length of Opening ①			Pipe Culvert ③			Aprons	Driveway Surface Area		Driveway Surfacing Material	Remarks										
Station	Side	A, B, C, Safety Ramp, or Predetermined*	Case	1½" Dropped Curb	3" Dropped Curb	W	PR	SR		H	Size			Pipe Length	Lt.	Rt.							
			1 or 2	LF	LF	FT	FT	FT	FT	IN	LF	LF		LF	No.	SY	SY	TON					

### ADJUSTMENT OF FIXTURES

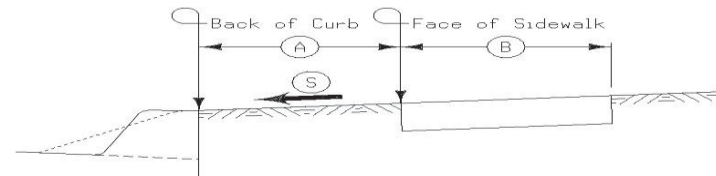
No.	Location Station	Type of Fixture	Adjustment

### CONCRETE MEDIANS

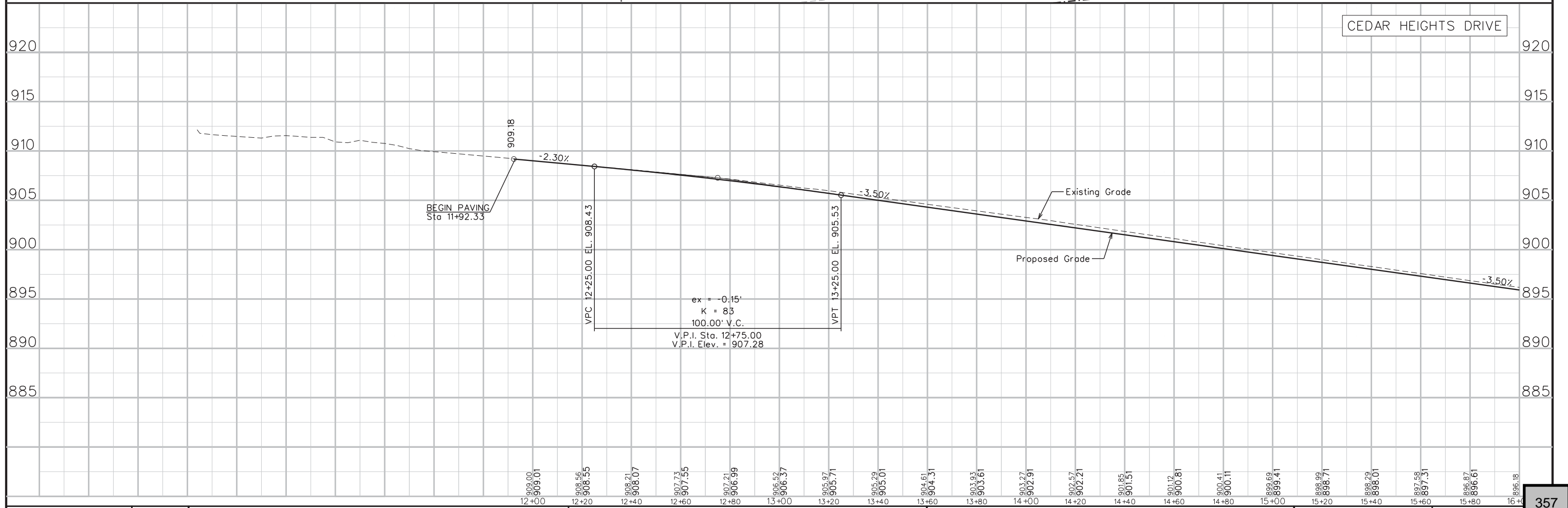
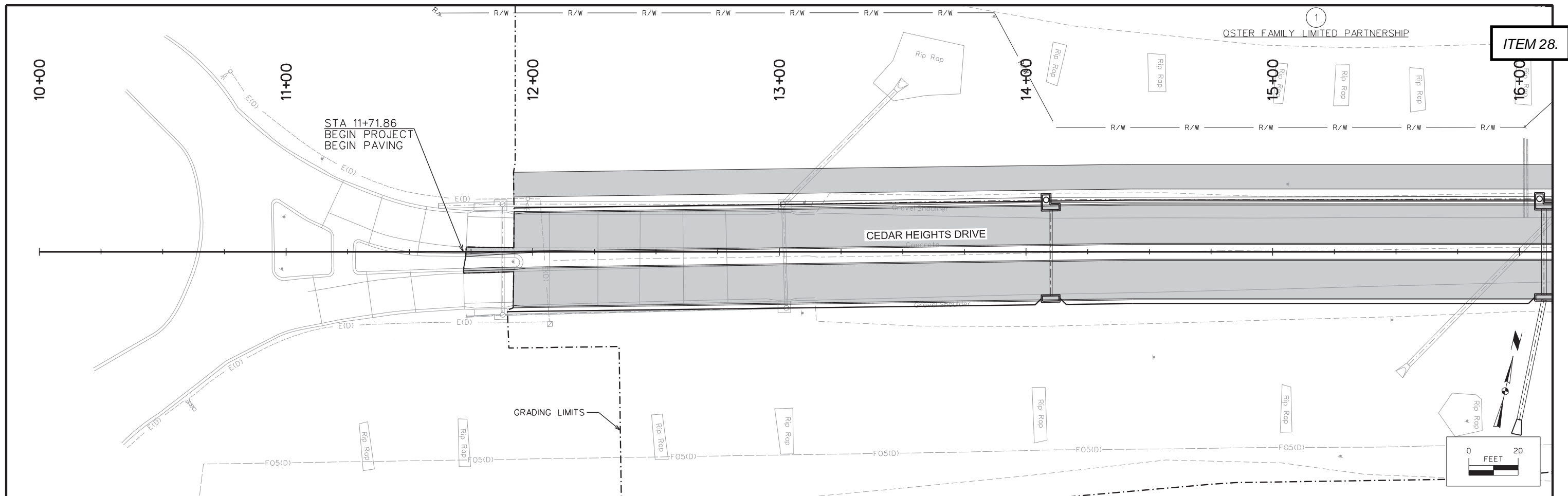
* Bid item							Remarks
Begin Station	End Station	Type	Area*	Modified Subbase	Special Backfill		
			SY	CY	CY		

### SIDEWALKS

See MI-220 and S Sheets



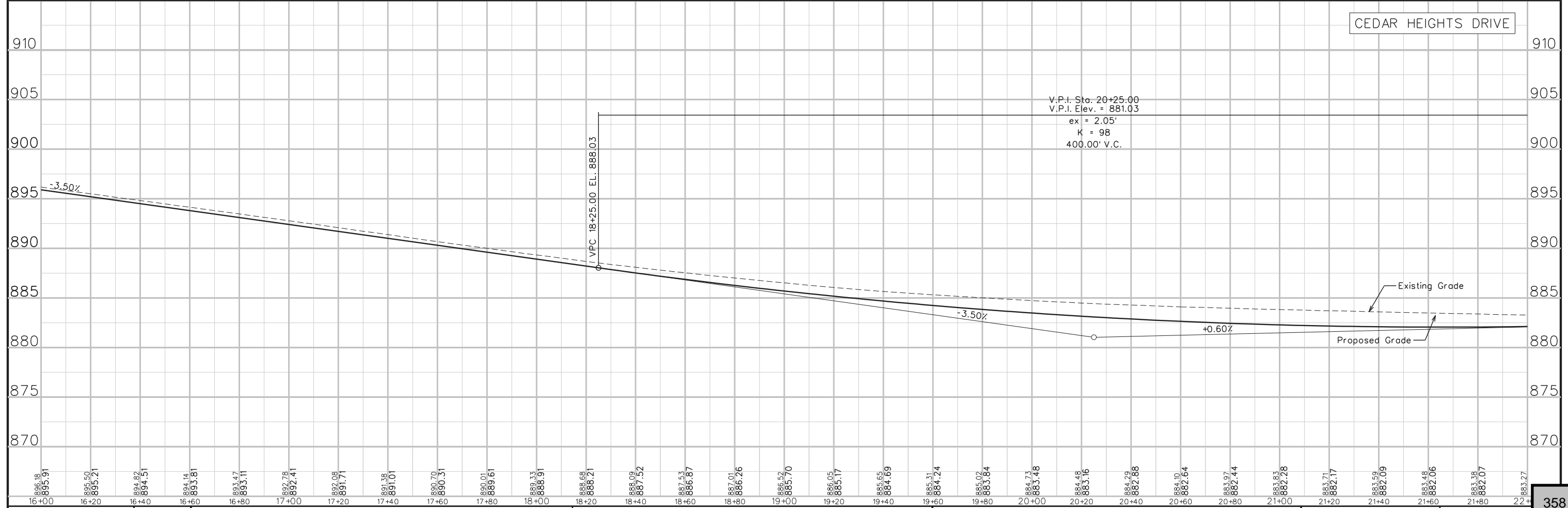
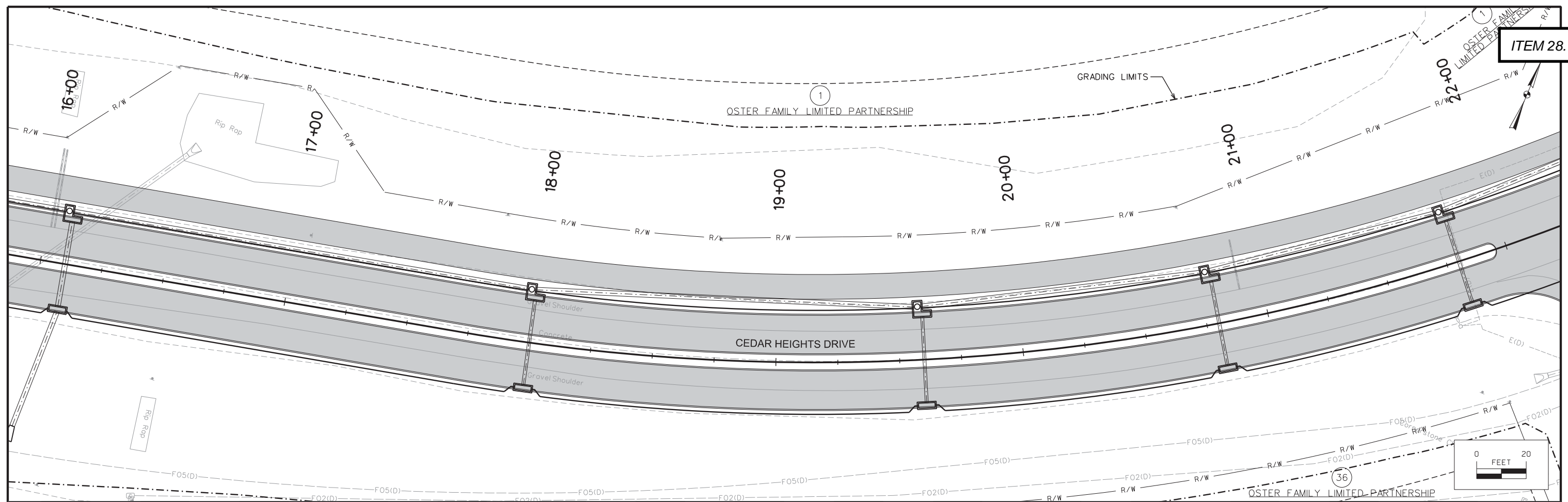
Intersection/Road	Quadrant/Side	Length	A	B	S	4" PCC Sidewalk	6" PCC Sidewalk	8" PCC Sidewalk	10" PCC Sidewalk	Detectable Warnings	Remarks
			FT	FT	%	SY	SY	SY	SY	SF	



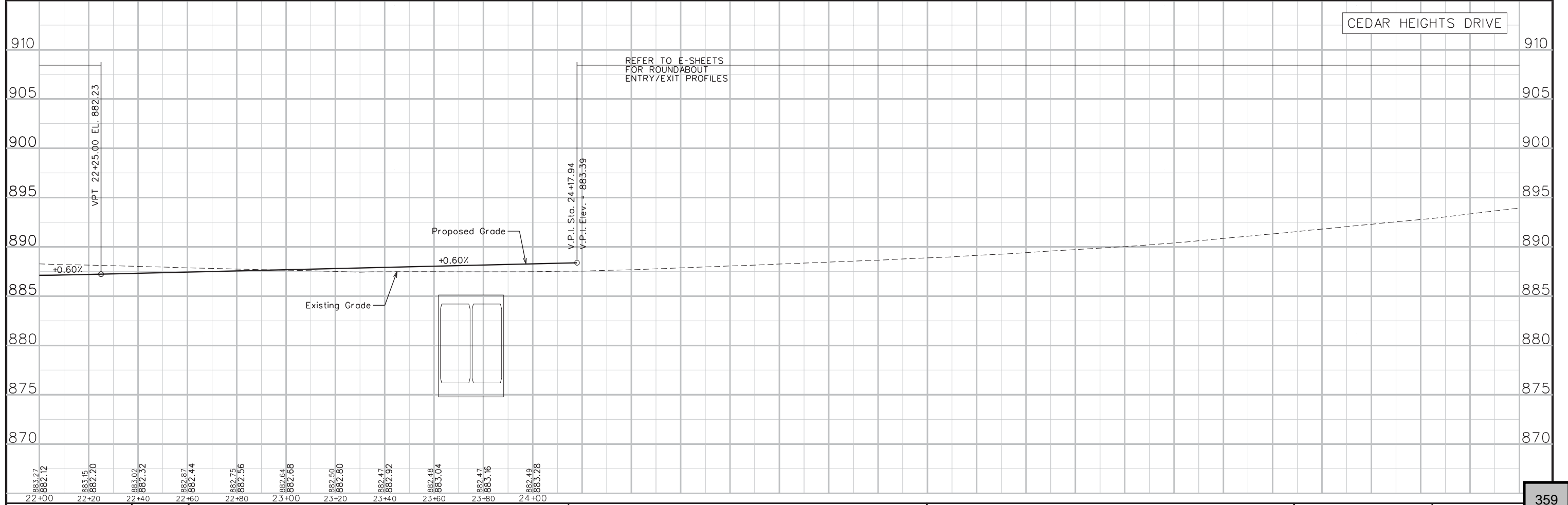
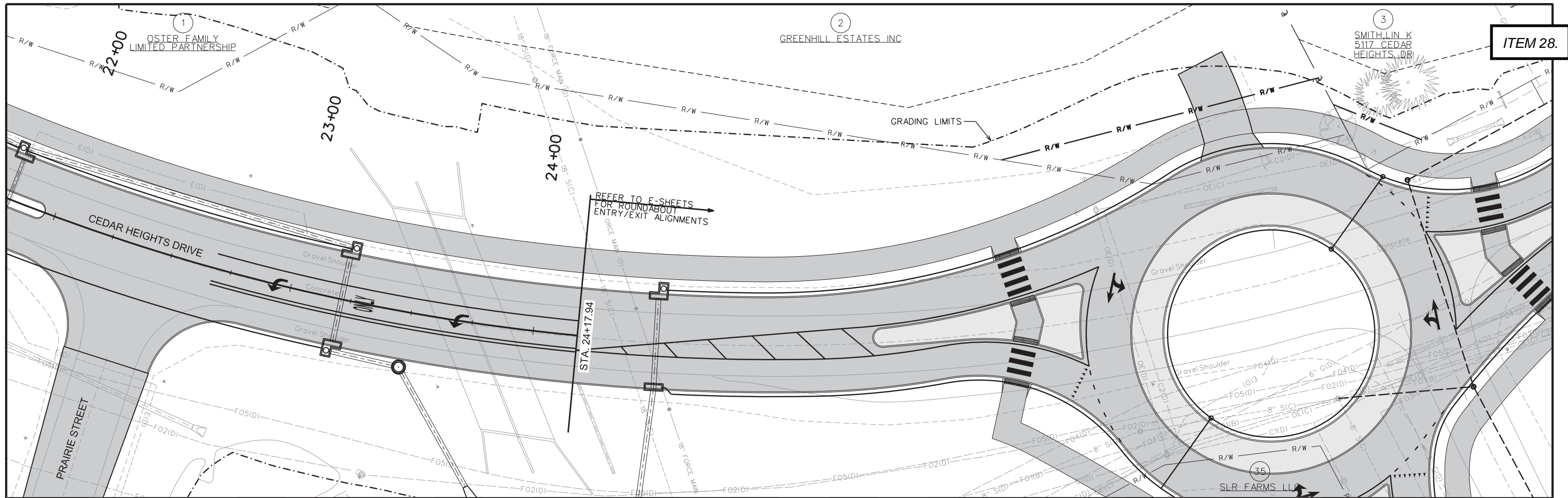
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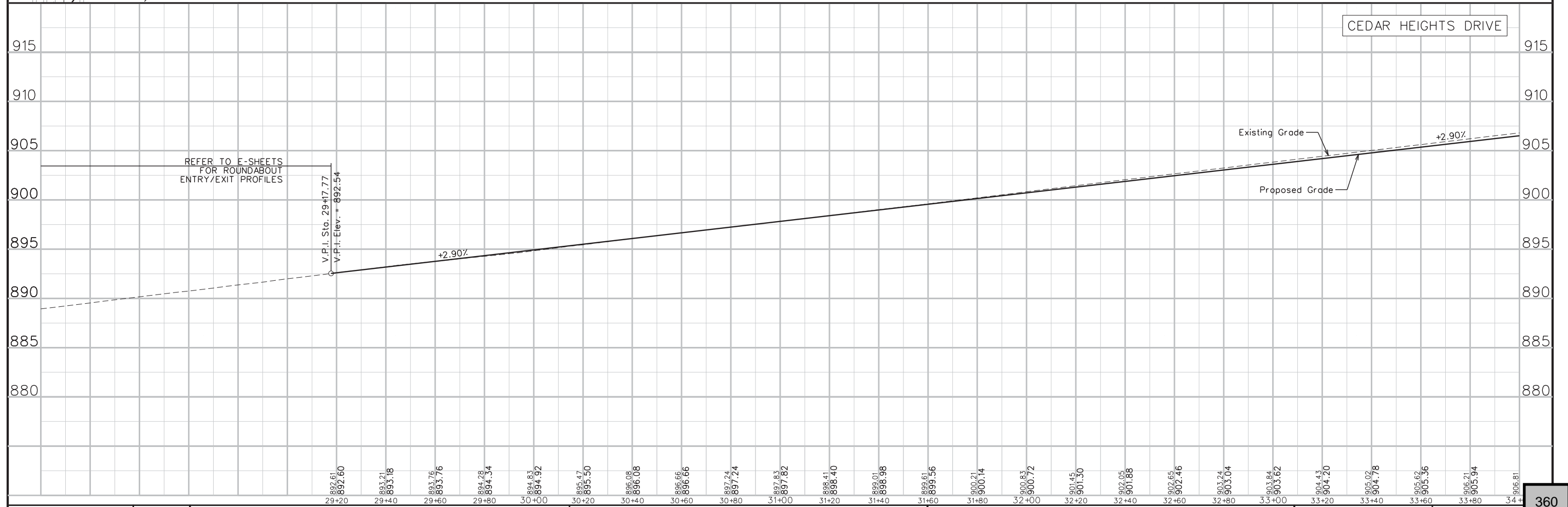
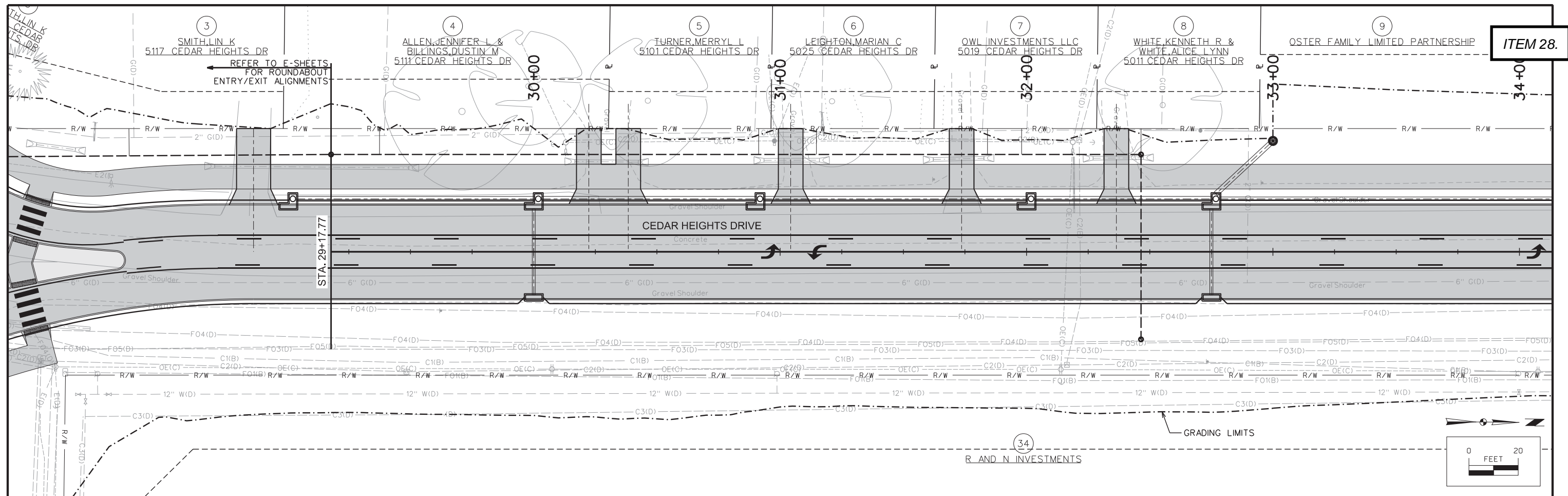
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16+00	16+20	16+40	16+60	16+80	17+00	17+20	17+40	17+60	17+80	18+00	18+20	18+40	18+60	18+80	19+00	19+20	19+40	19+60	19+80	20+00	20+20	20+40	20+60	20+80	21+00	21+20	21+40	21+60	21+80	22+00																														

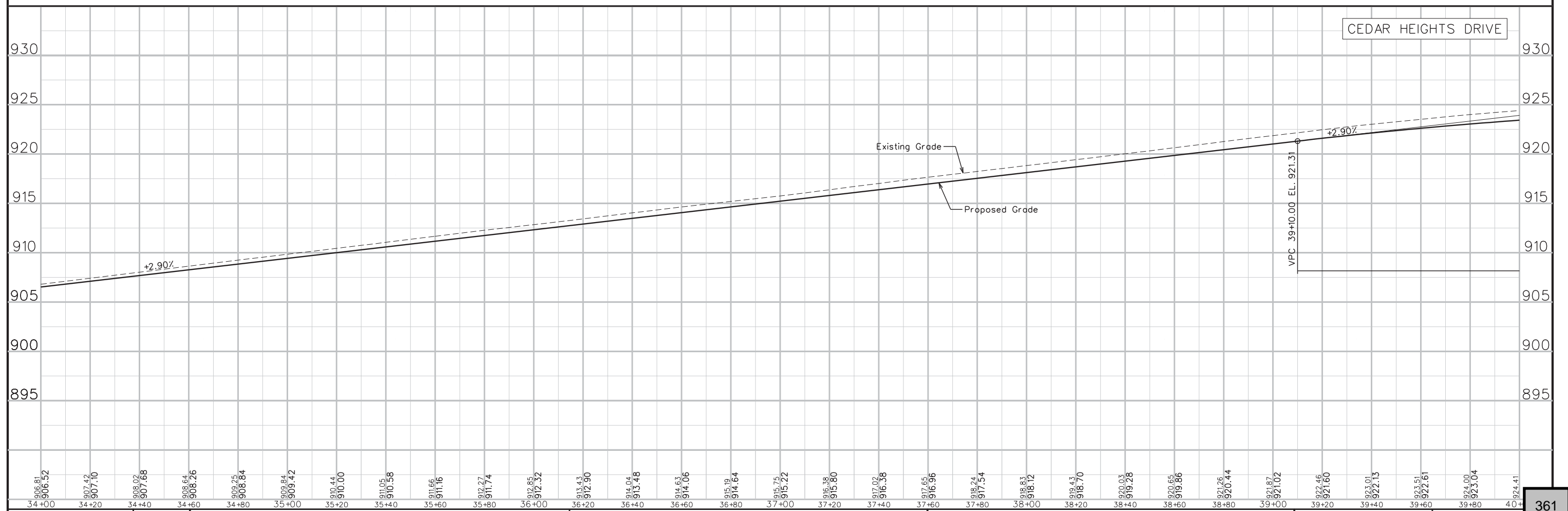
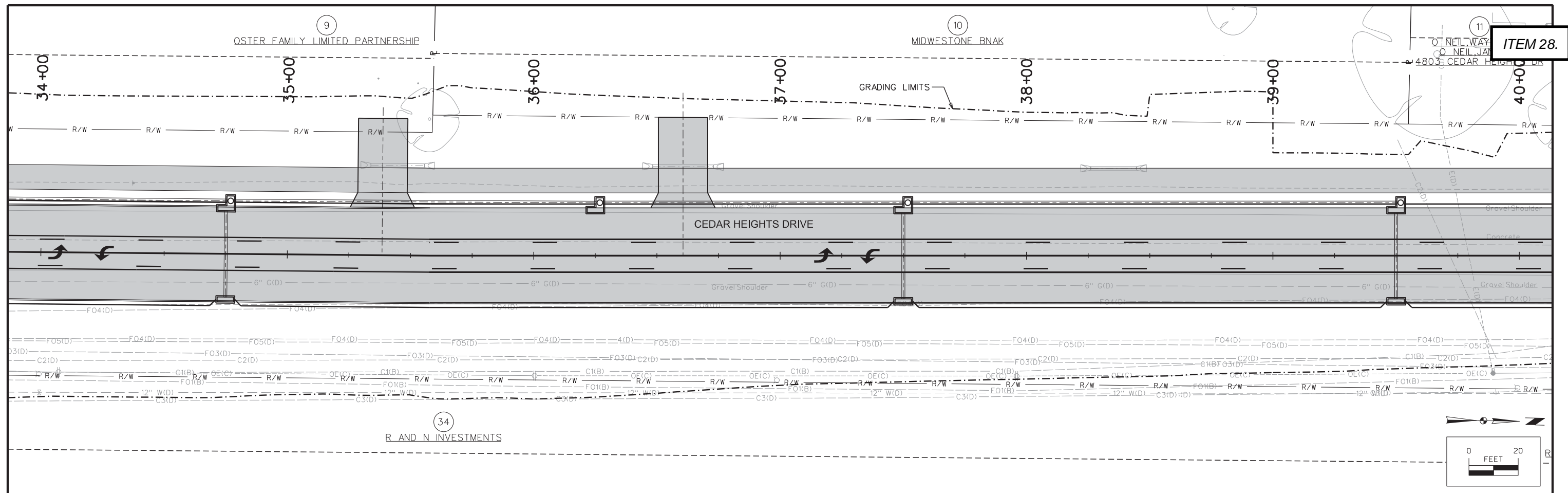




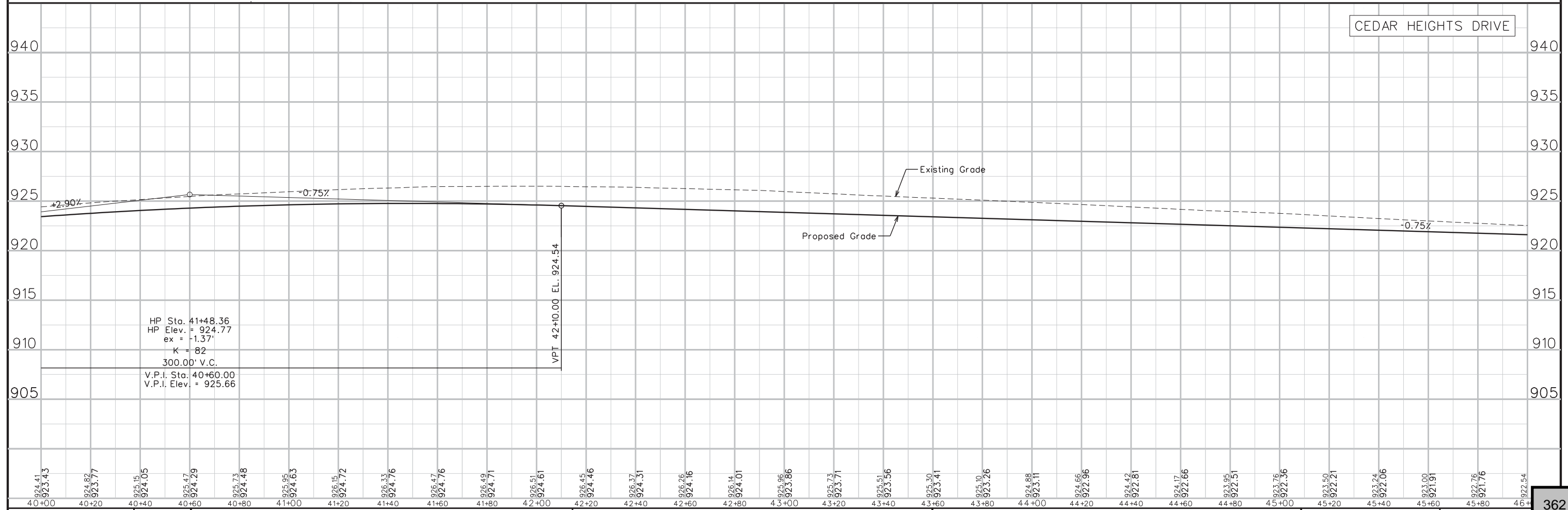
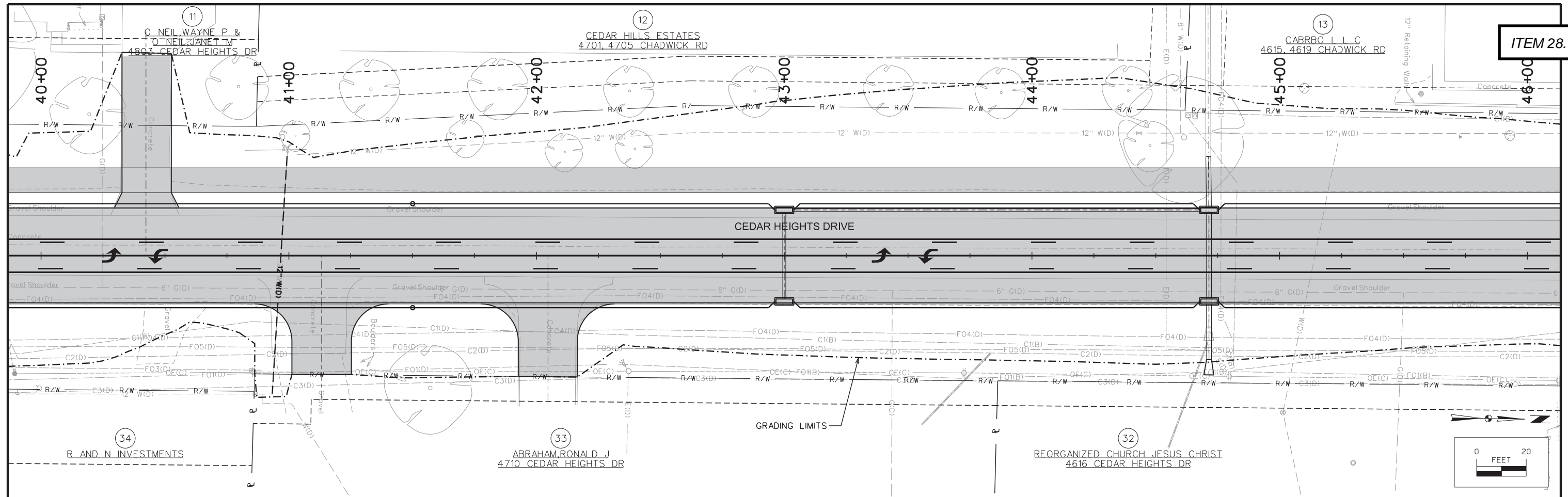
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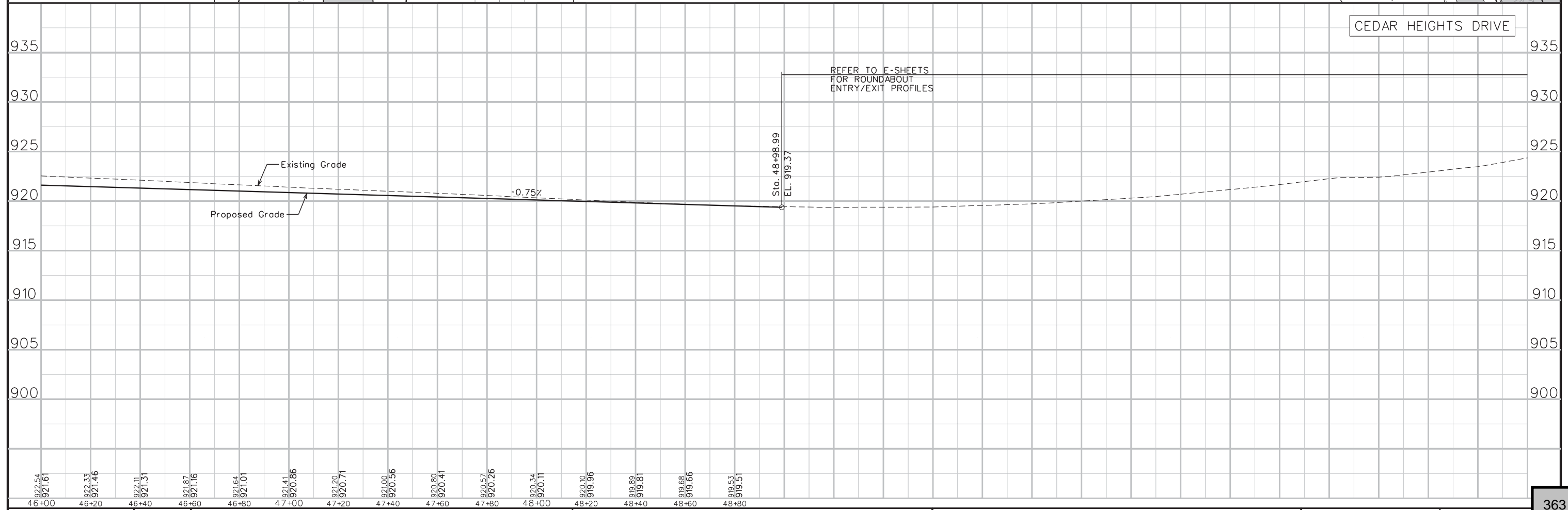
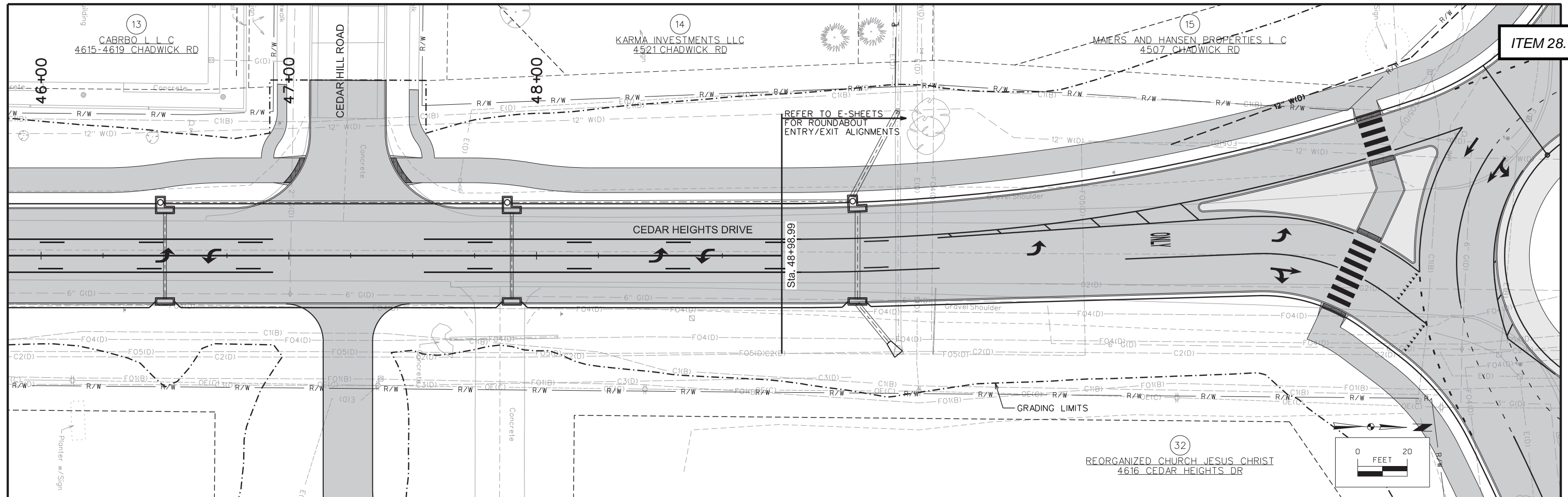
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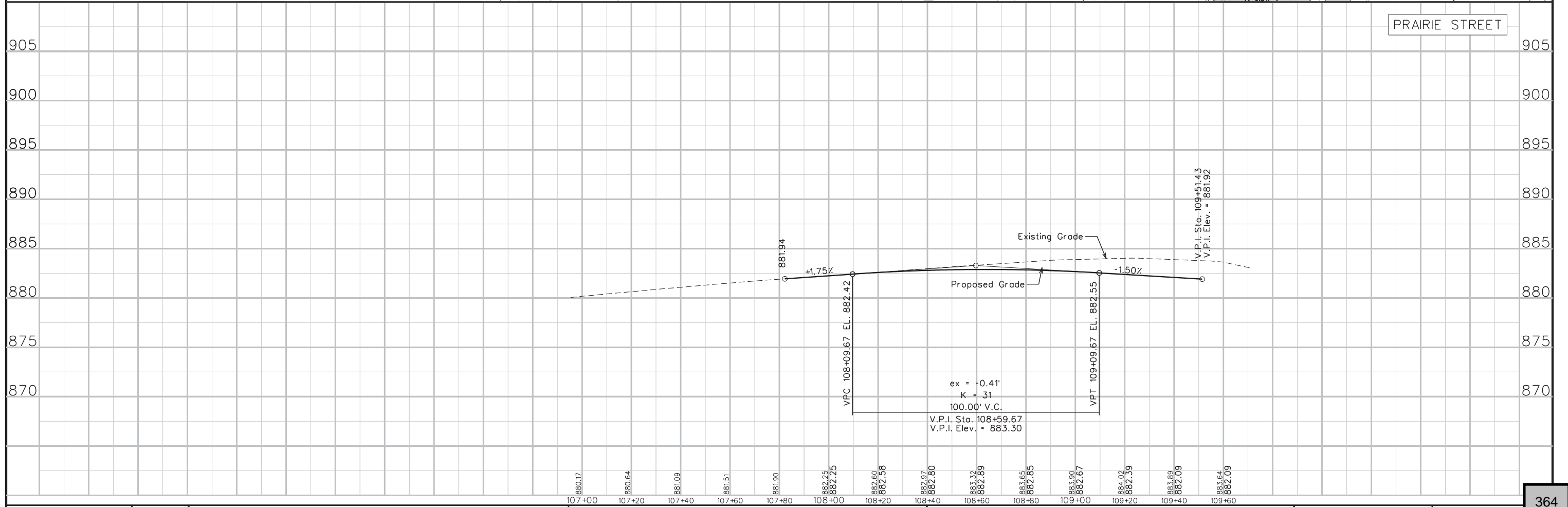
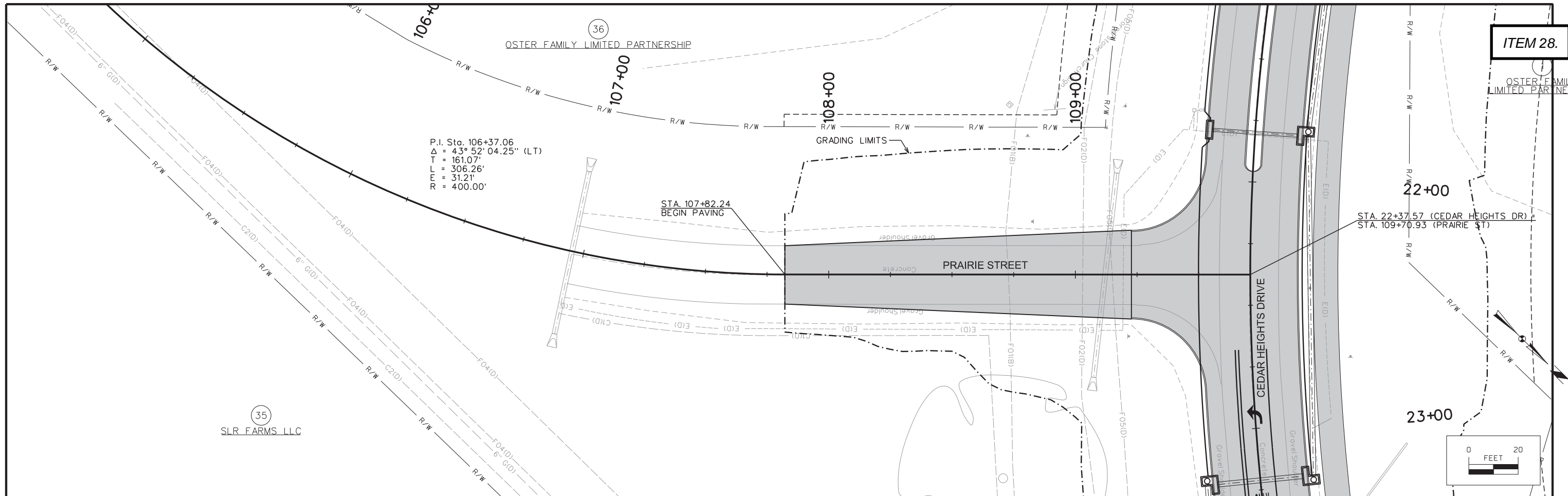
CEDAR HEIGHTS DRIVE

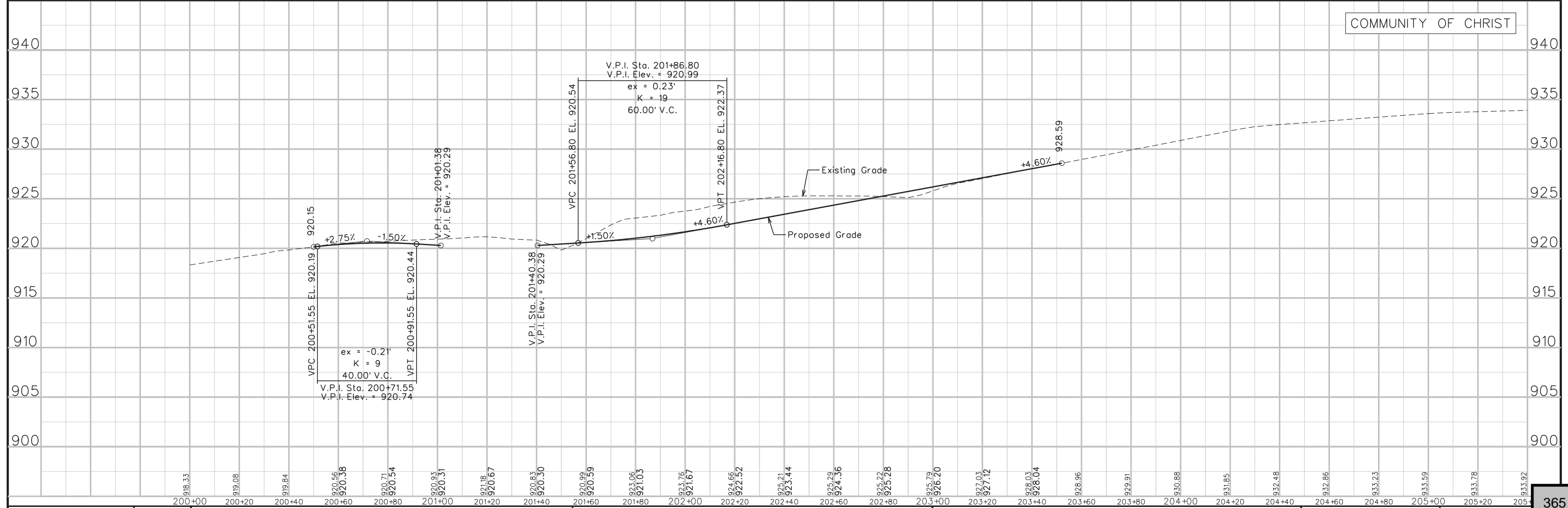
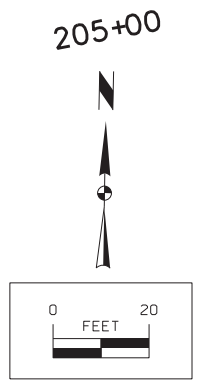
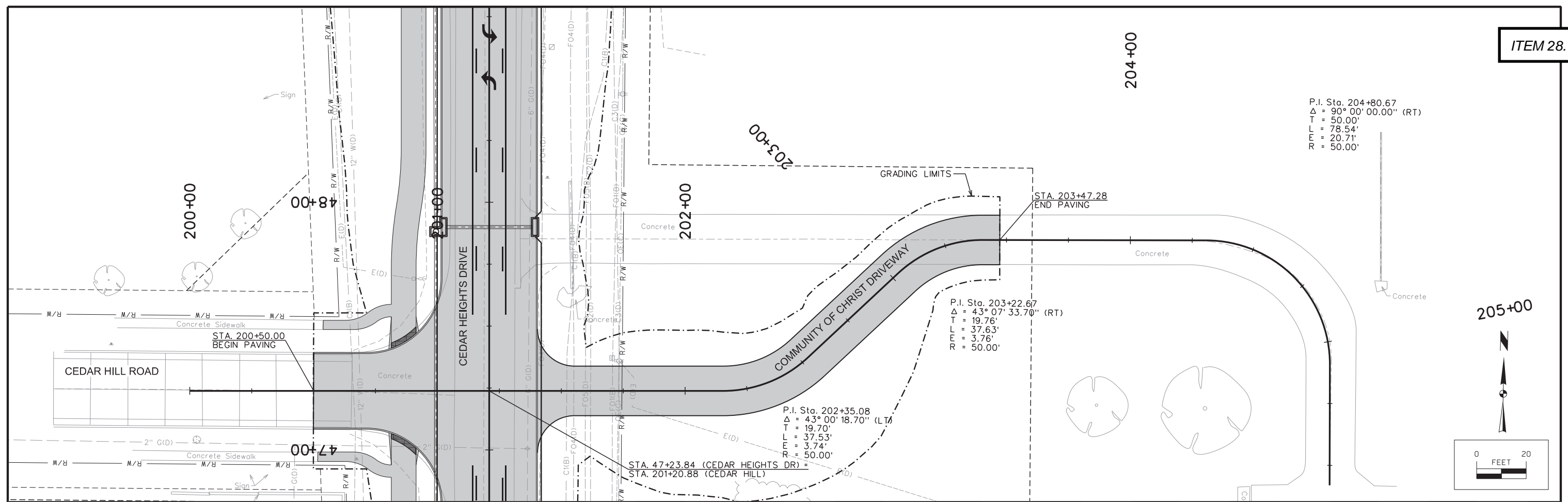
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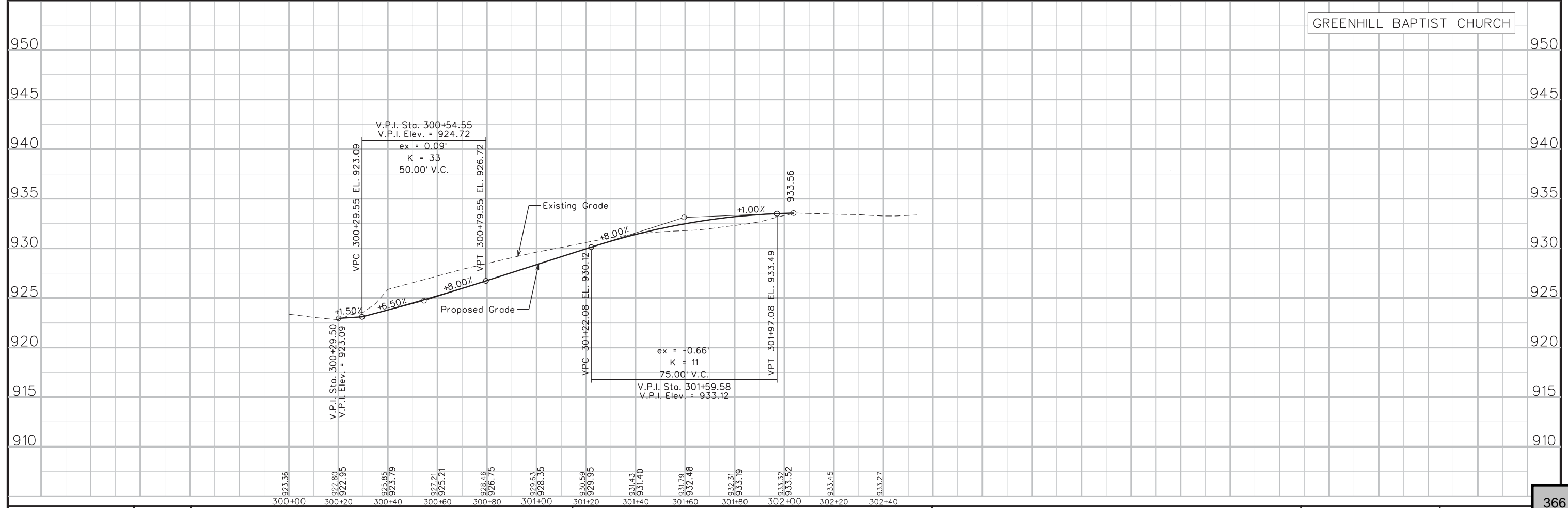
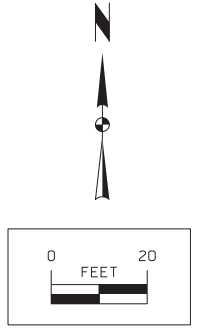
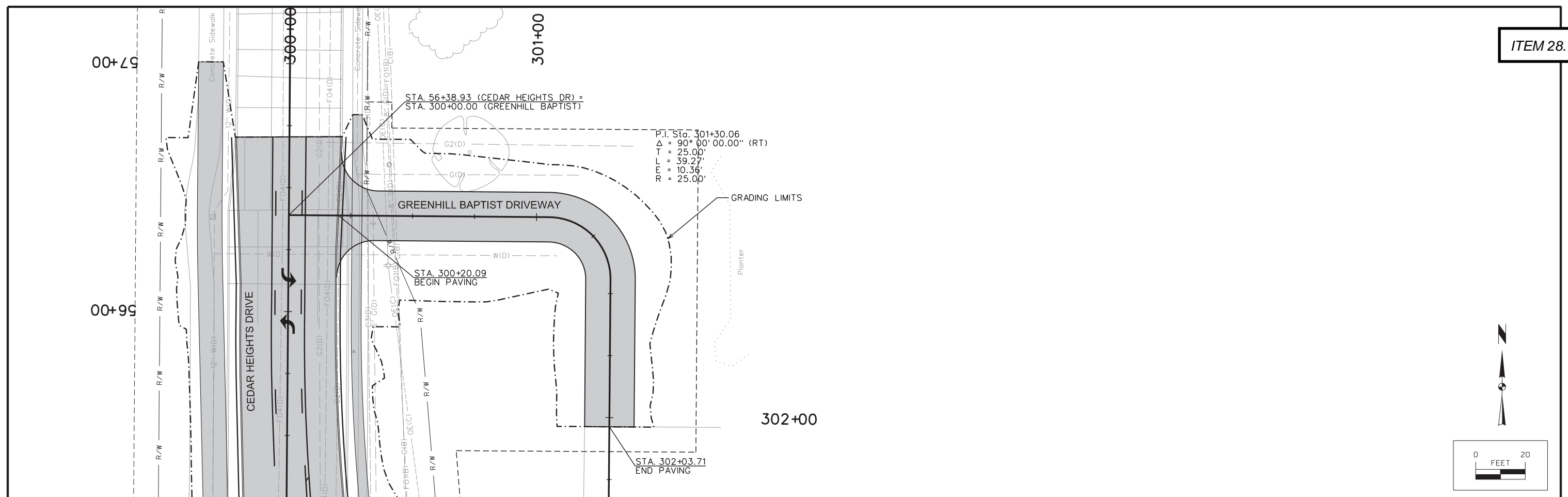
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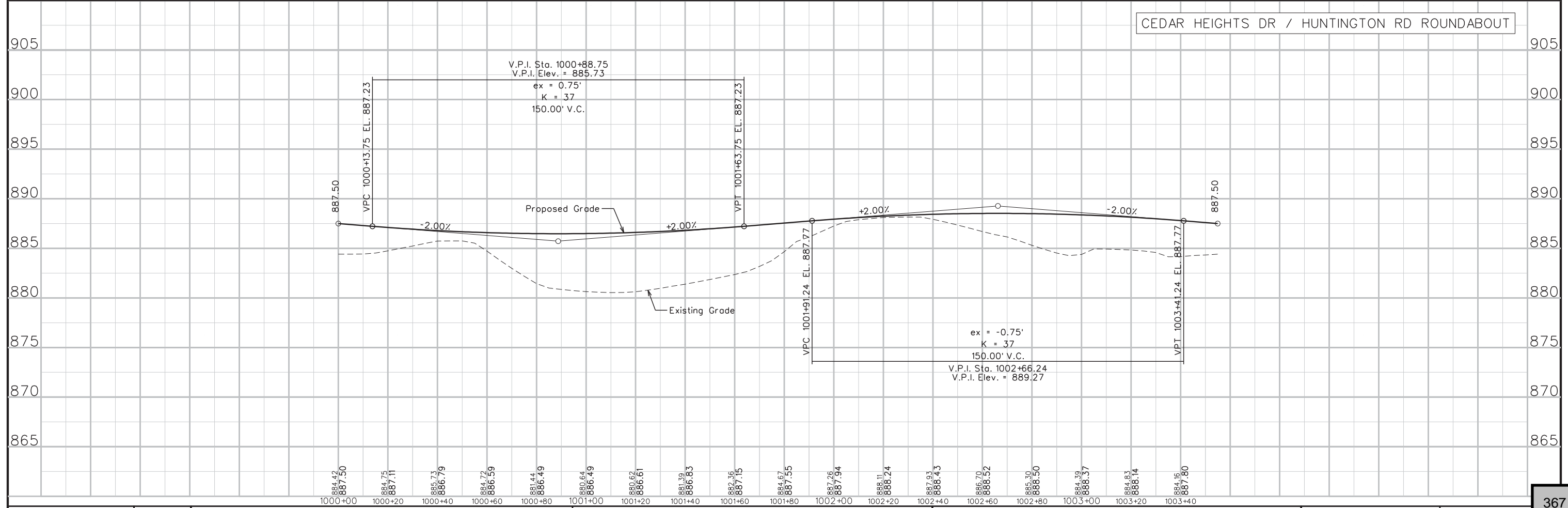
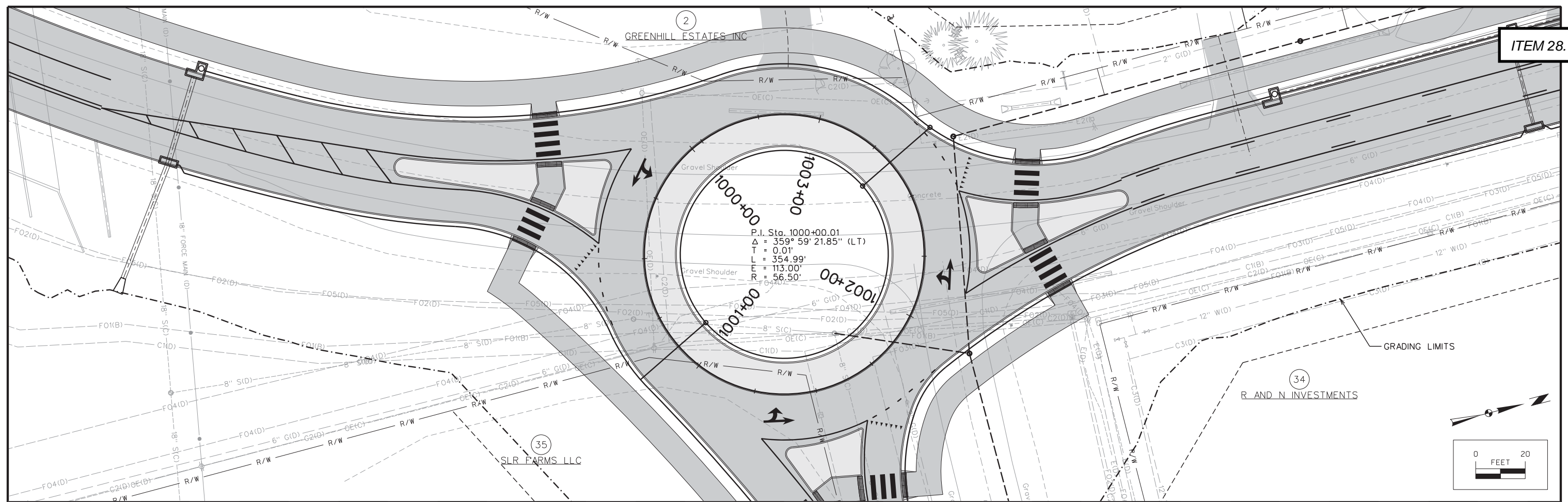
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46+00	46+20	46+40	46+60	46+80	47+00	47+20	47+40	47+60	47+80	48+00	48+20	48+40	48+60	48+80



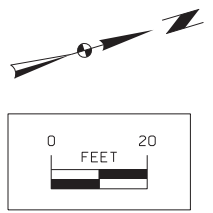
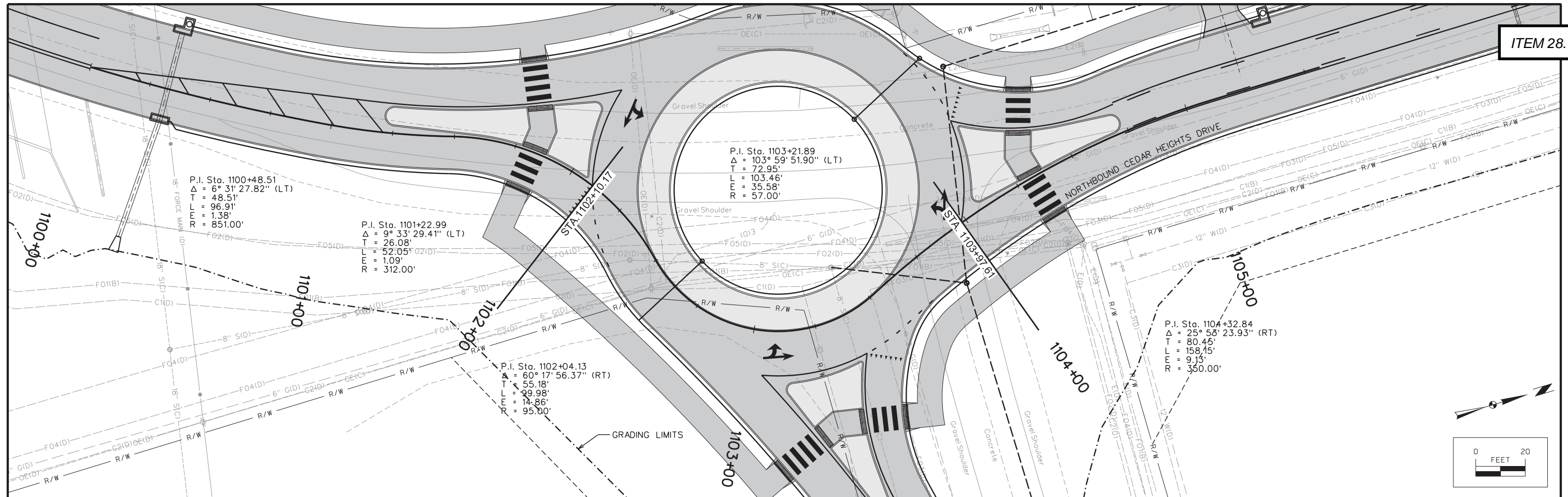




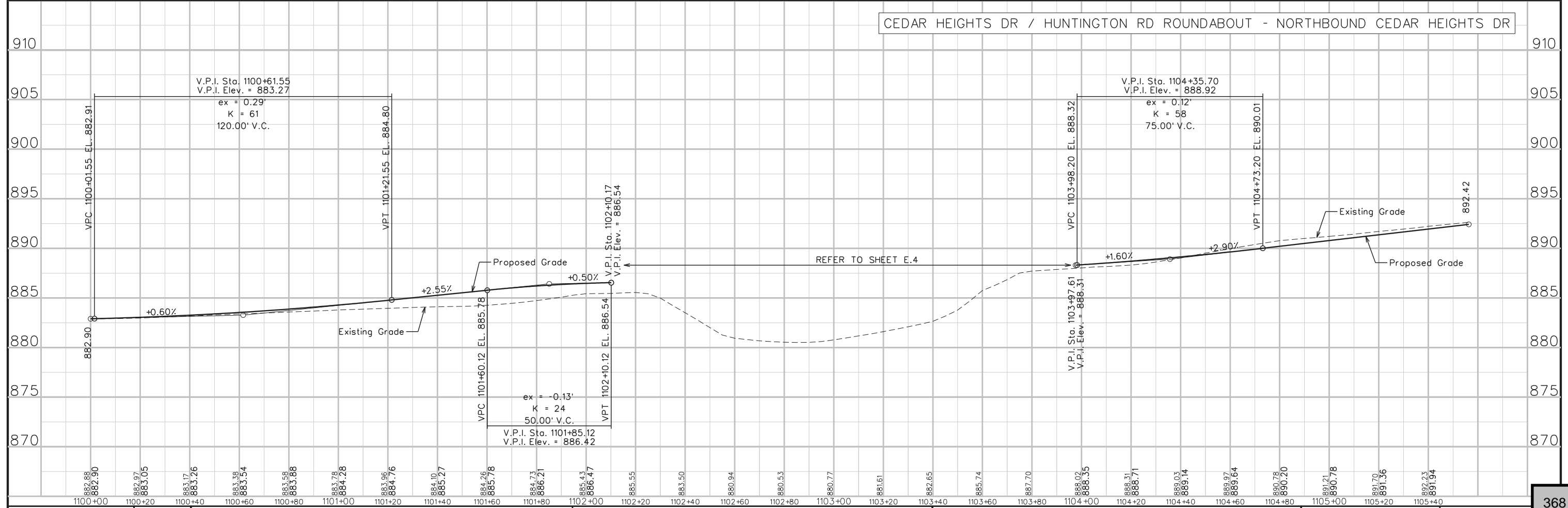
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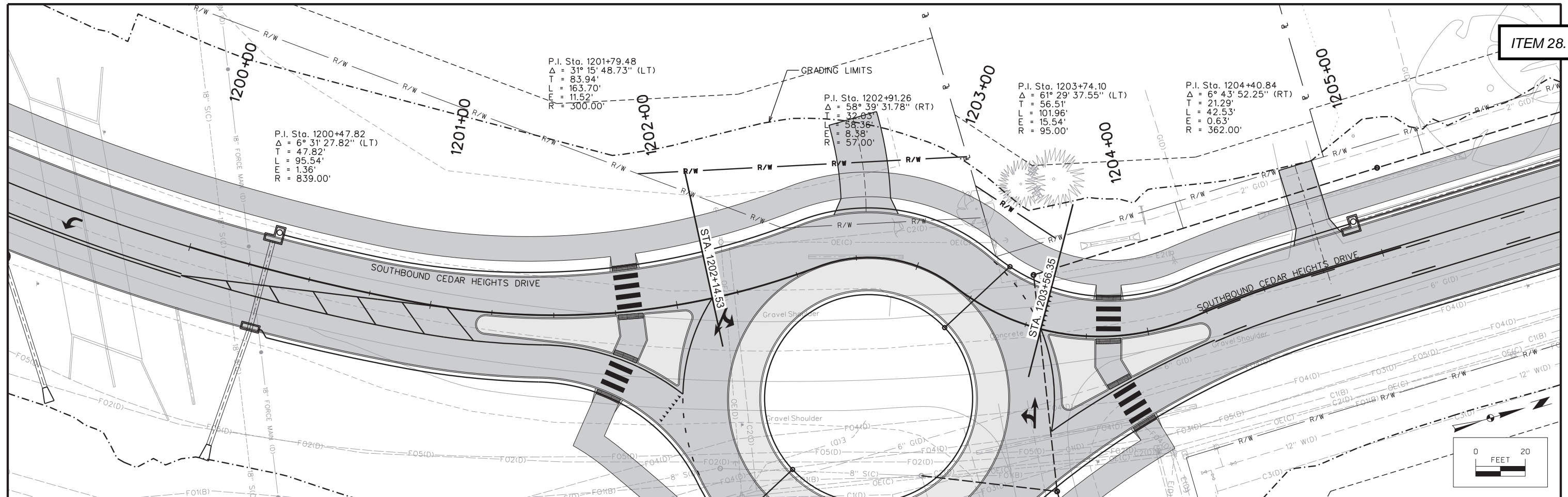
CEDAR HEIGHTS DR / HUNTINGTON RD ROUNDABOUT



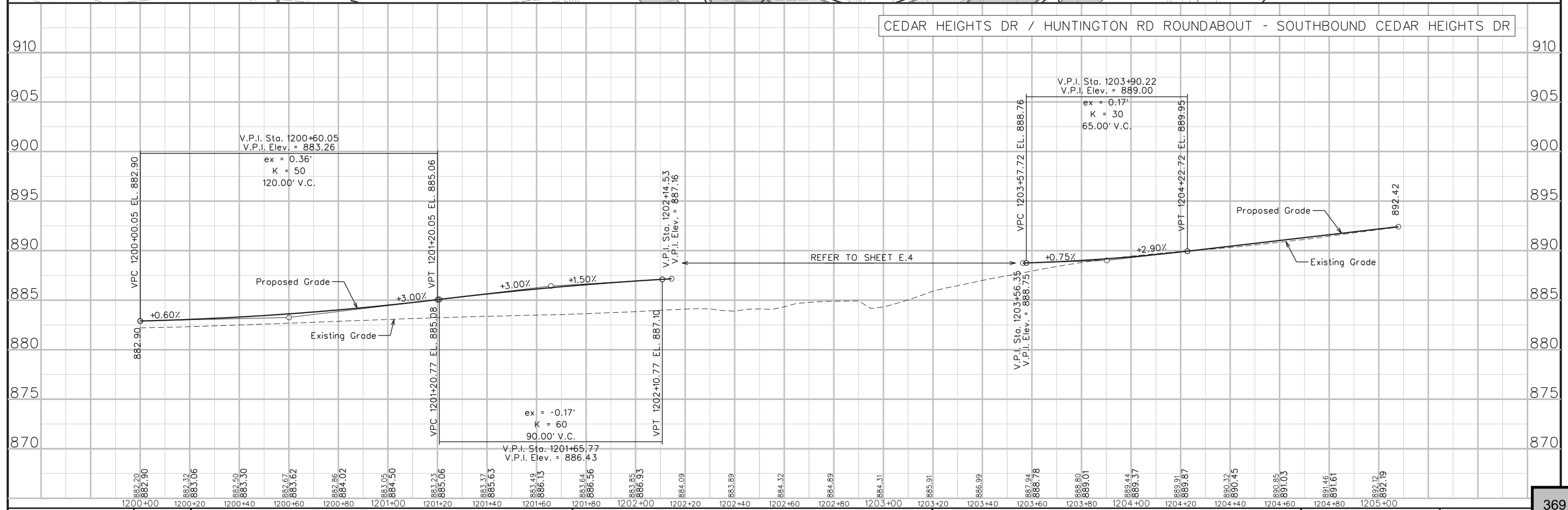
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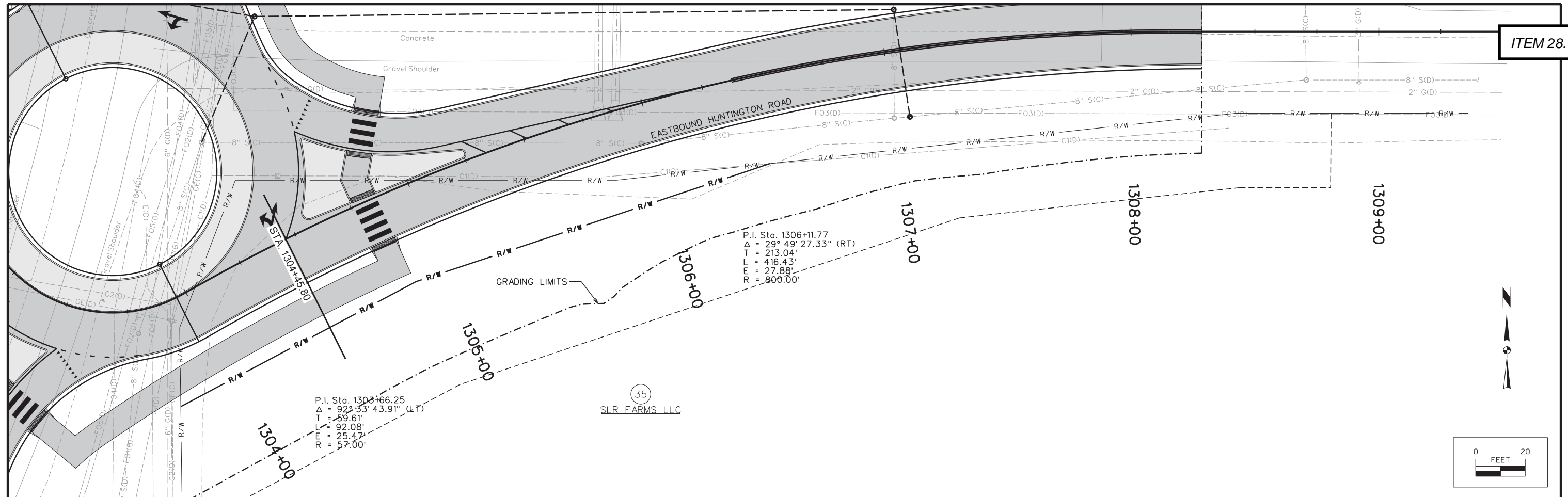




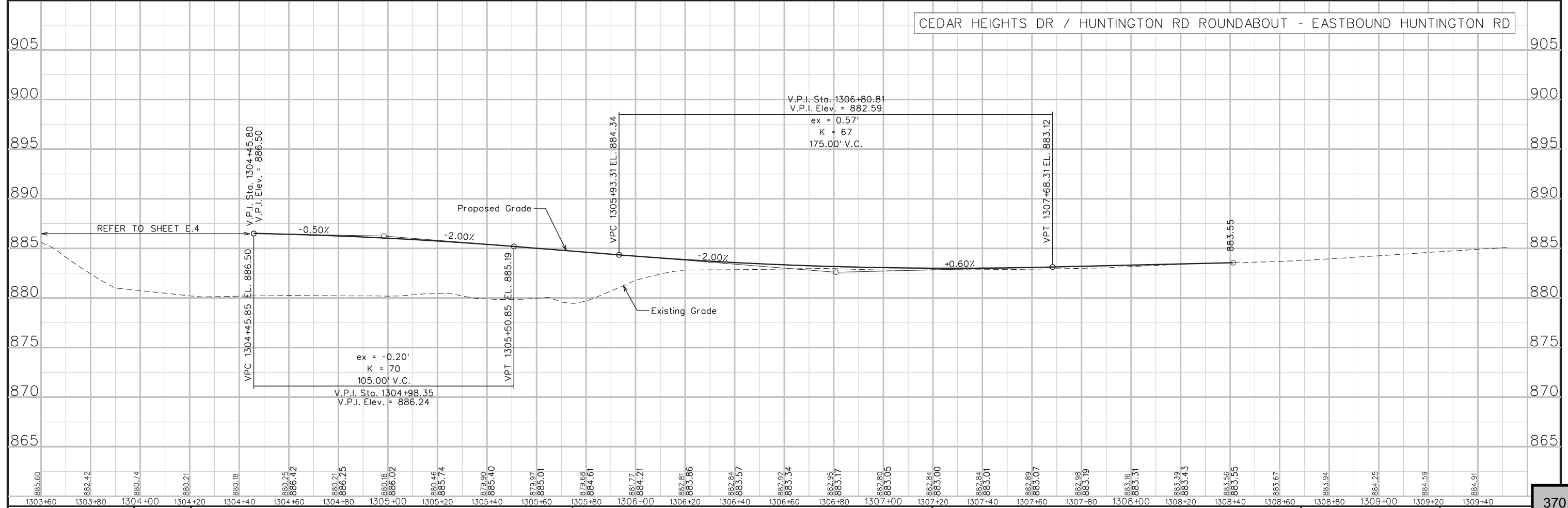


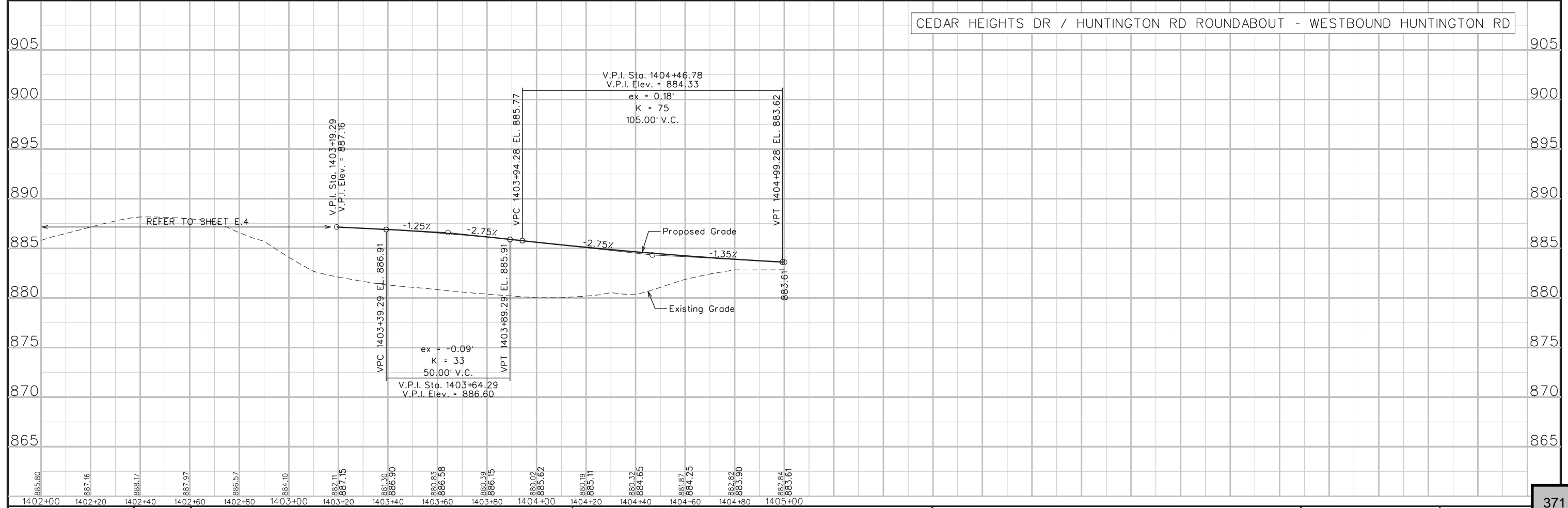
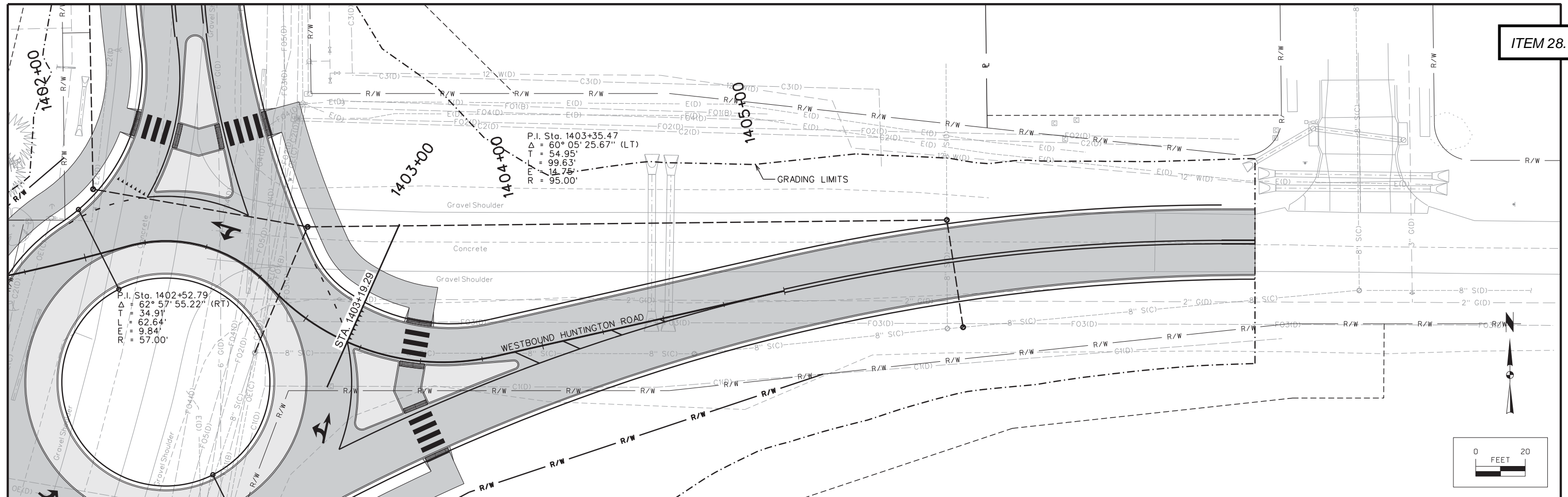
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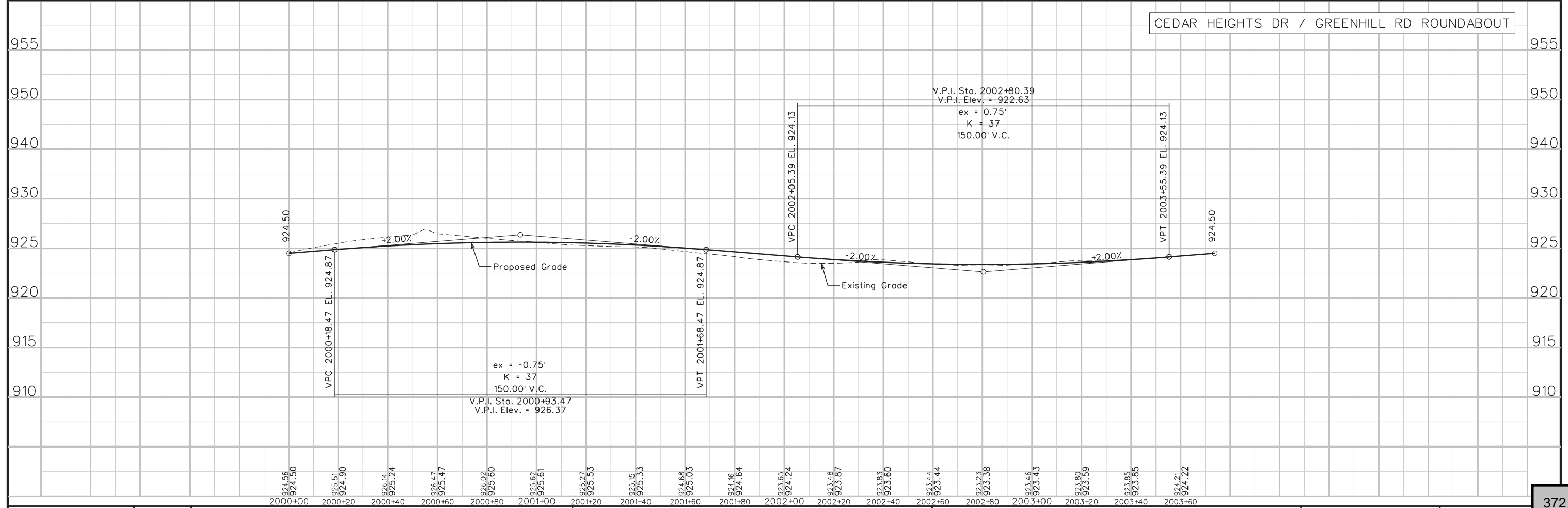
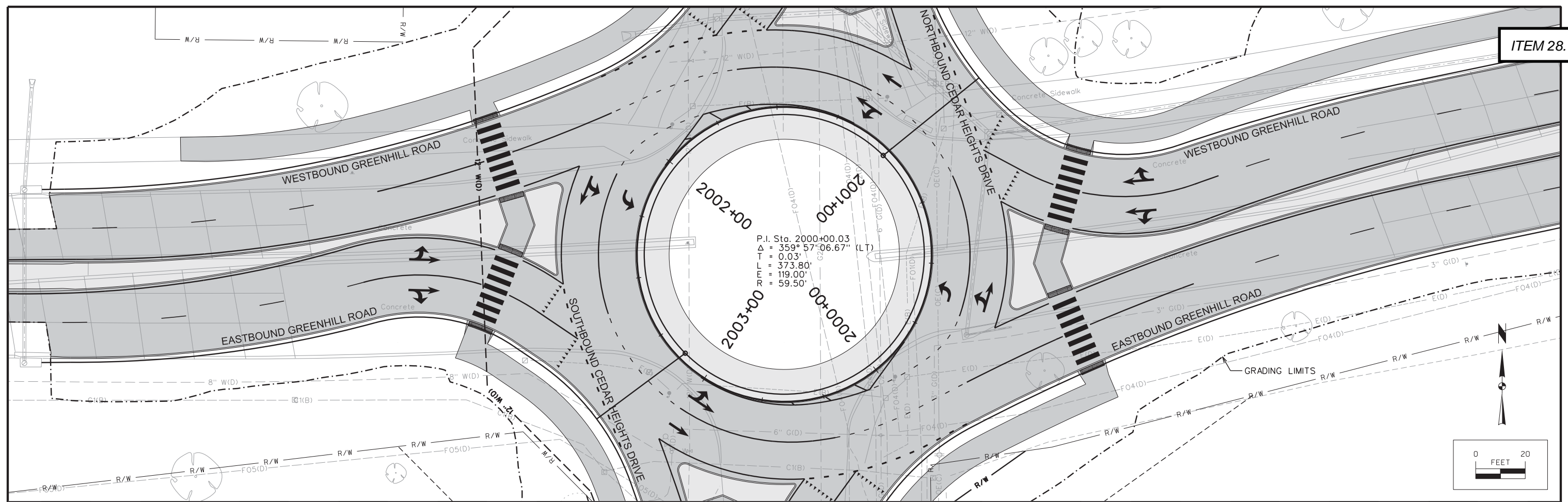


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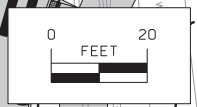
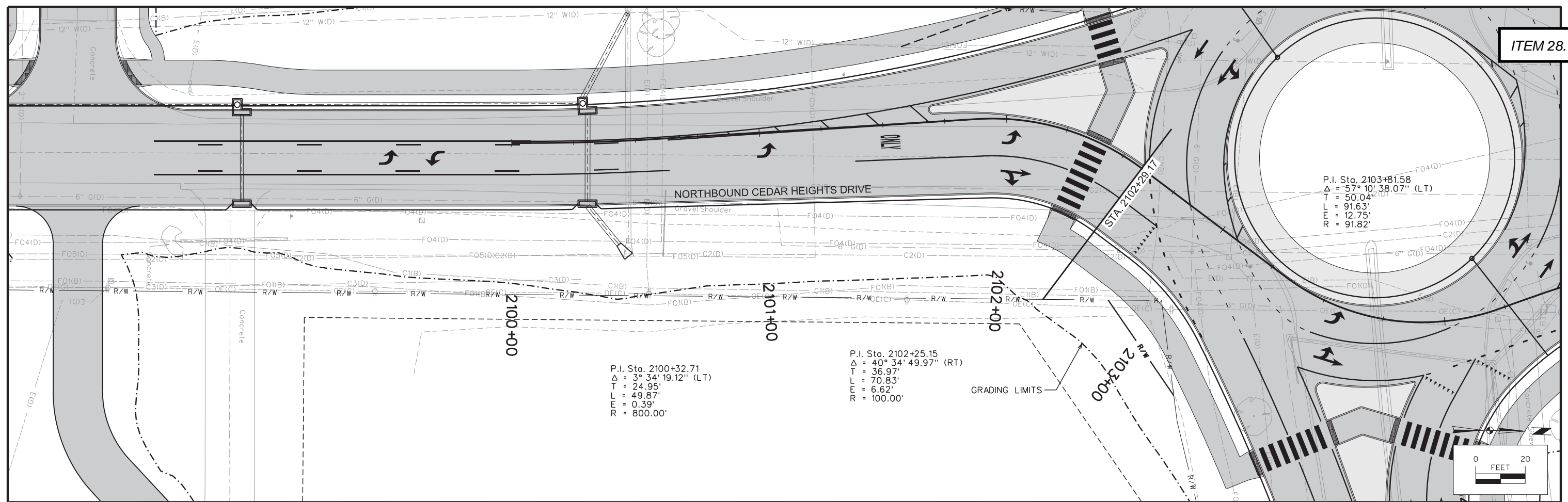
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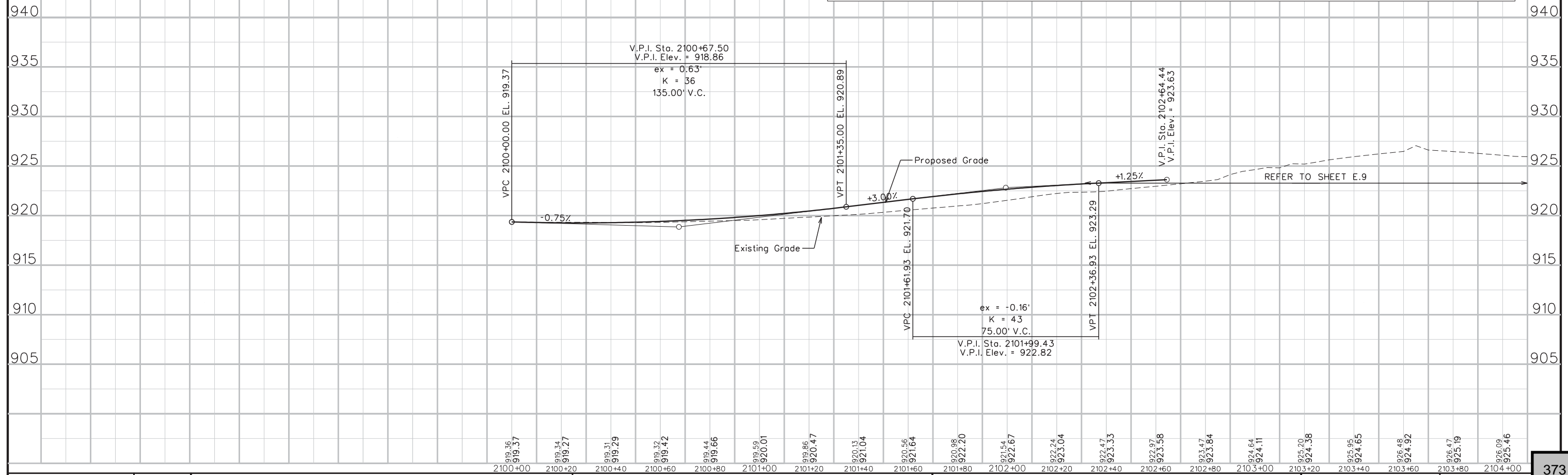
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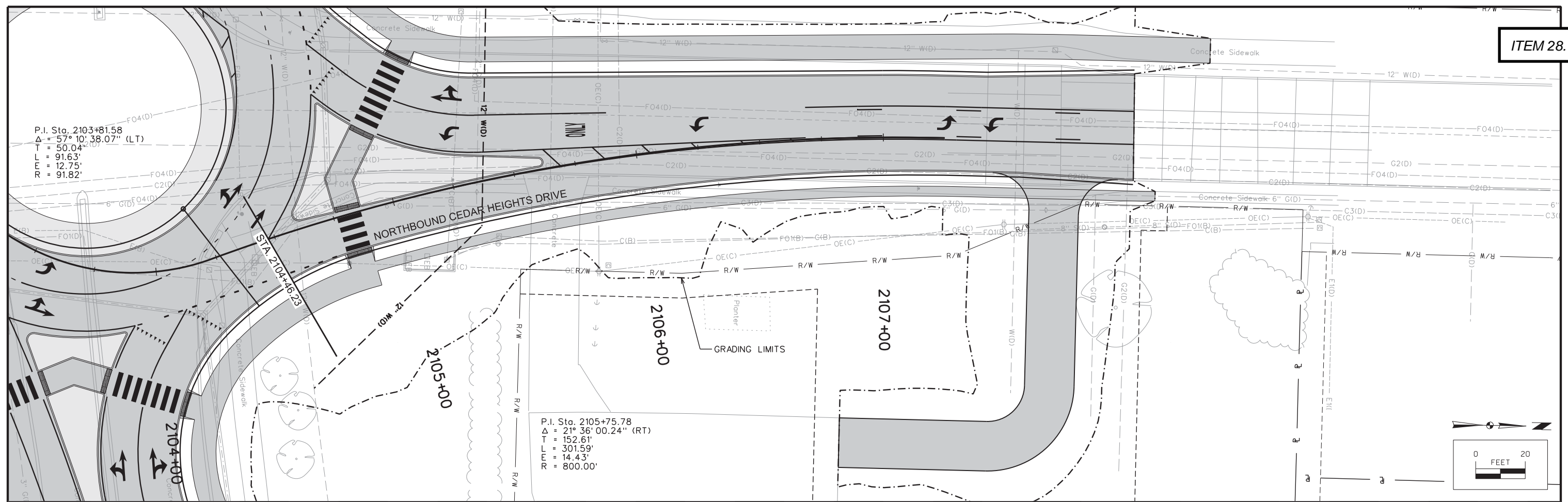
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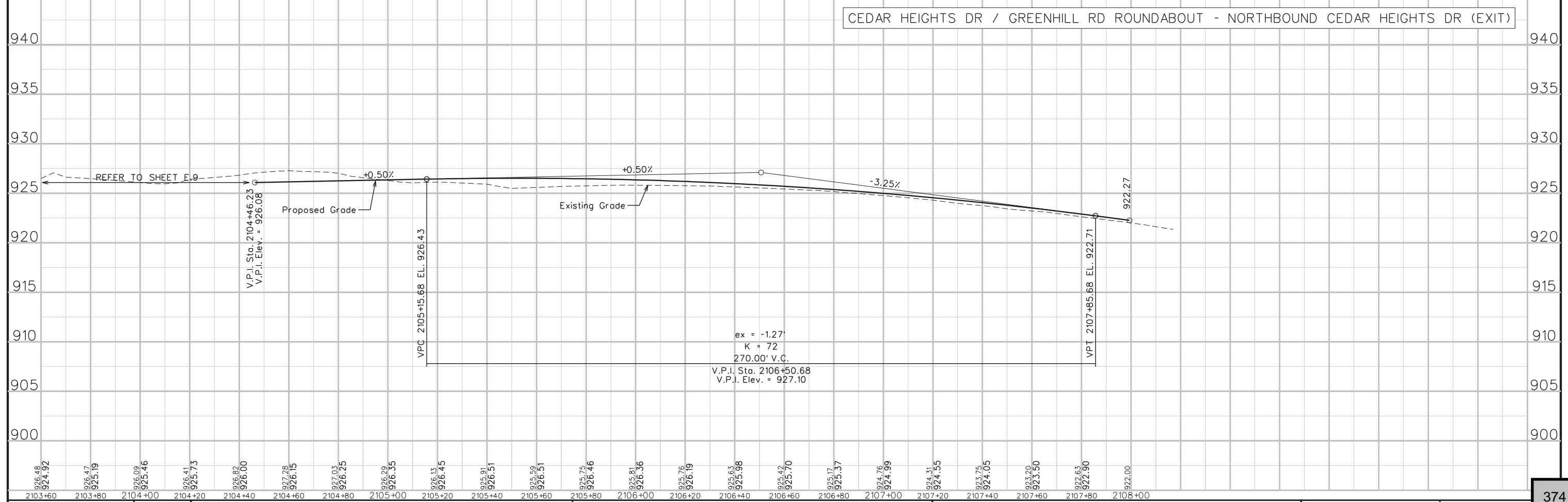
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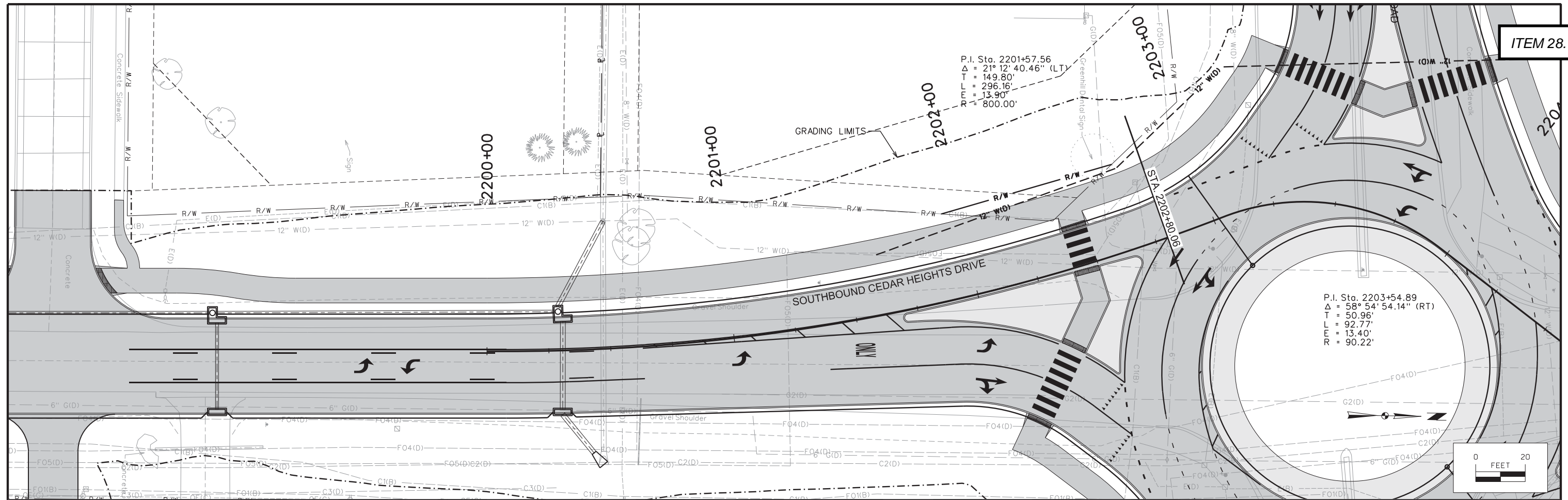


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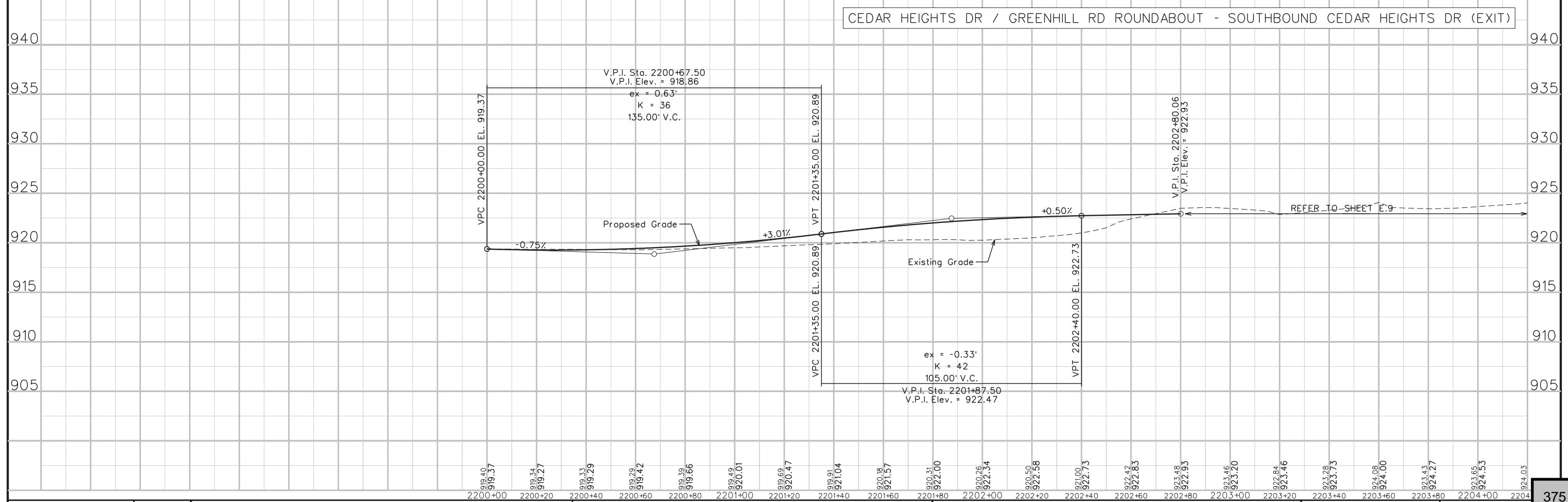


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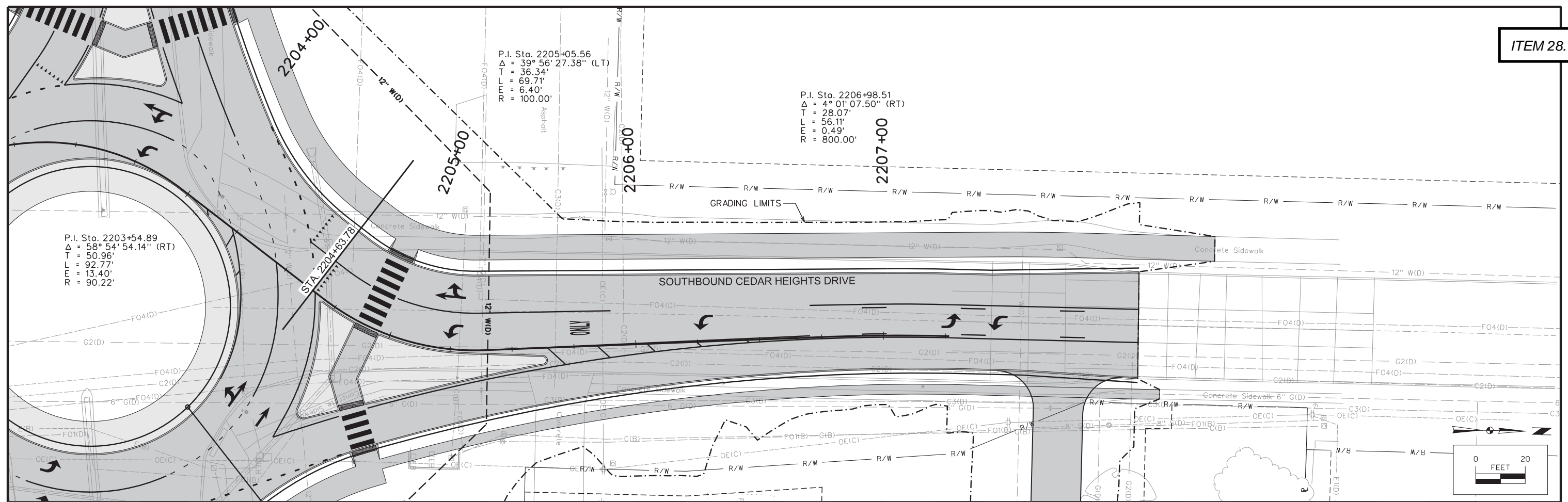




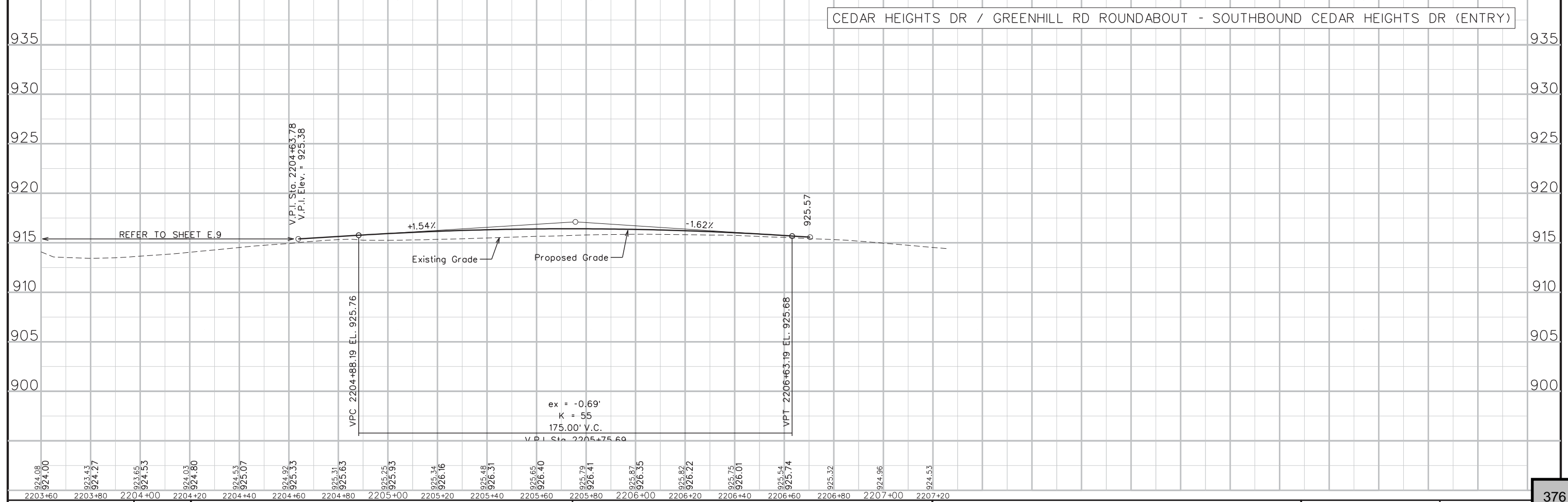
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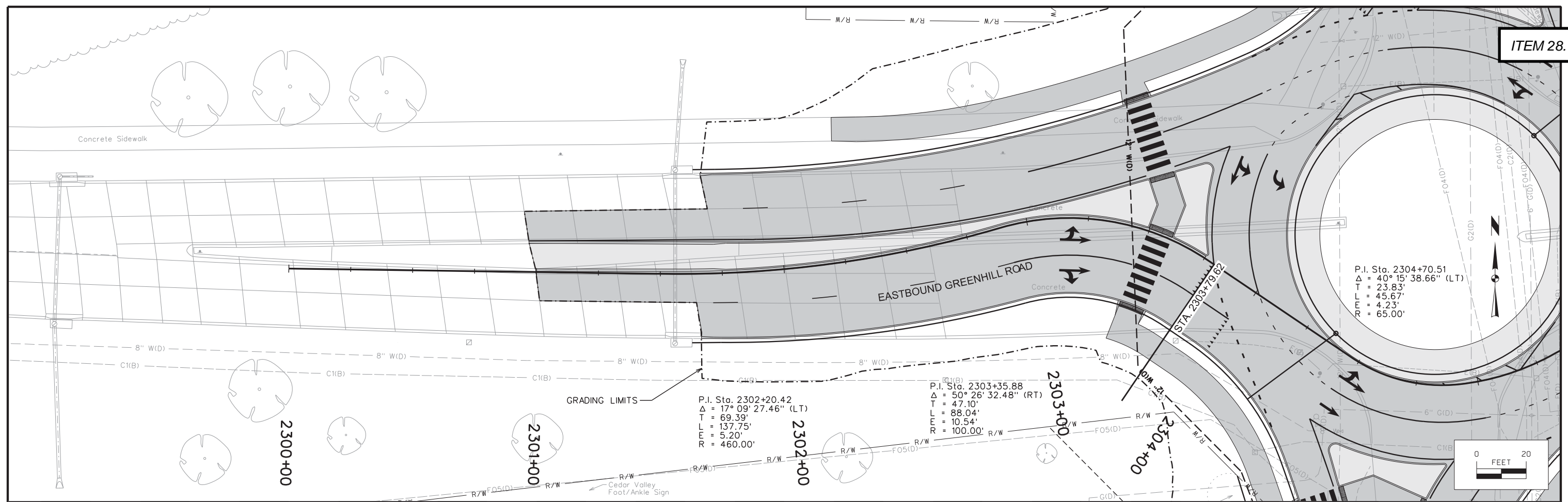
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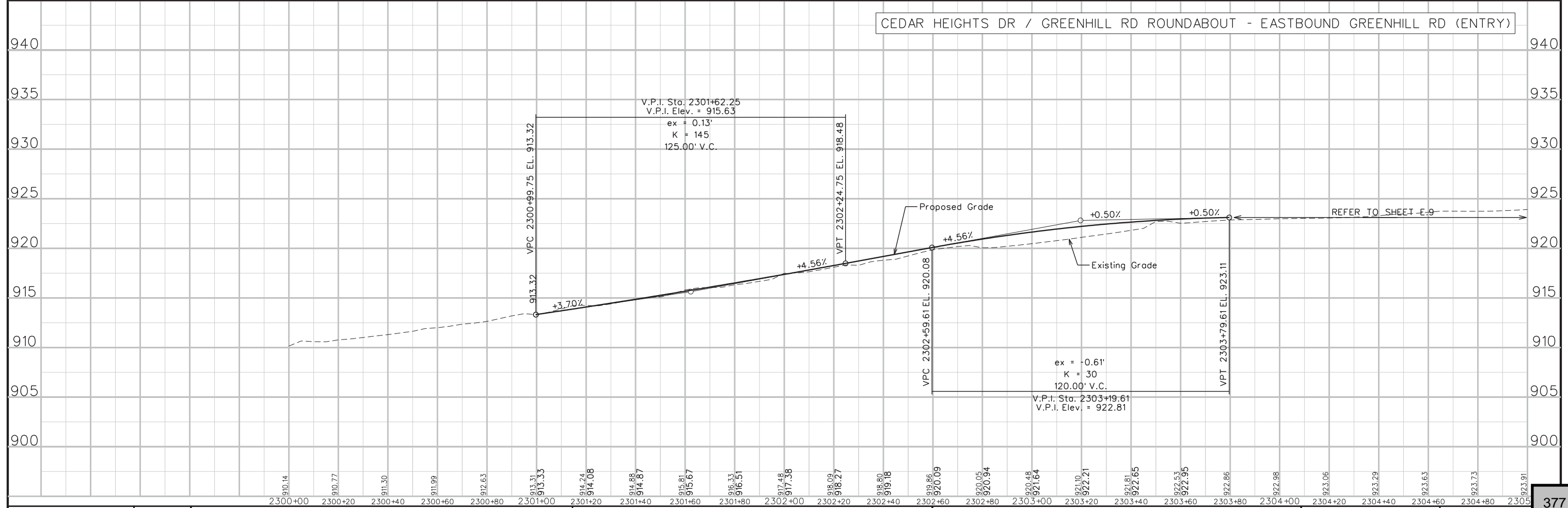
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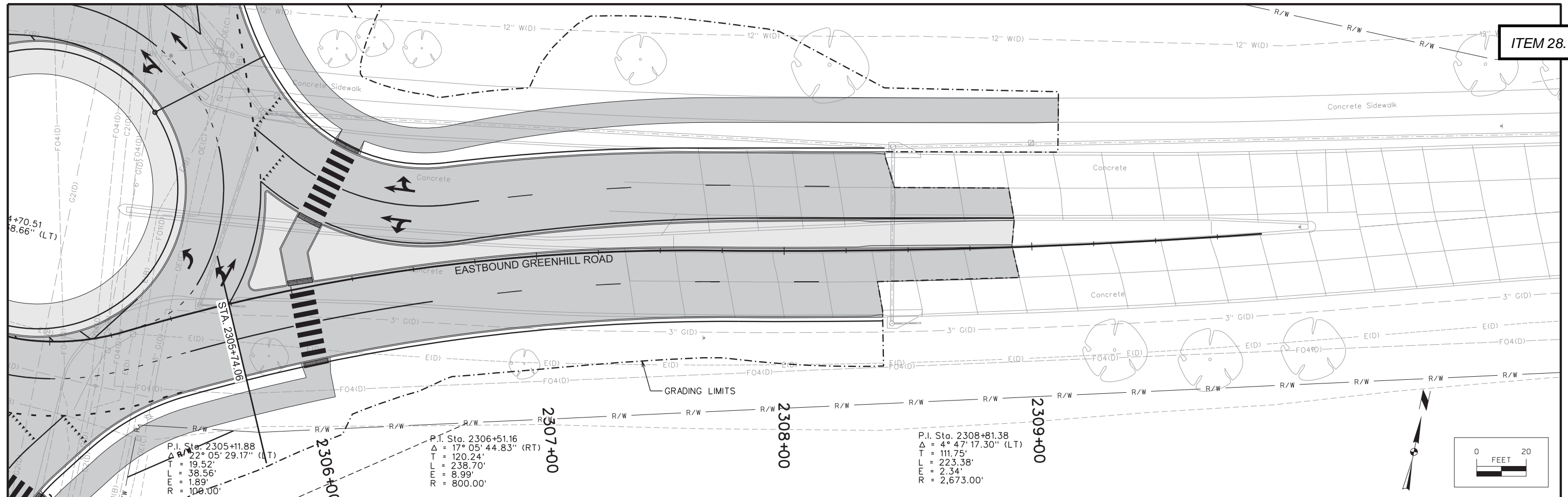




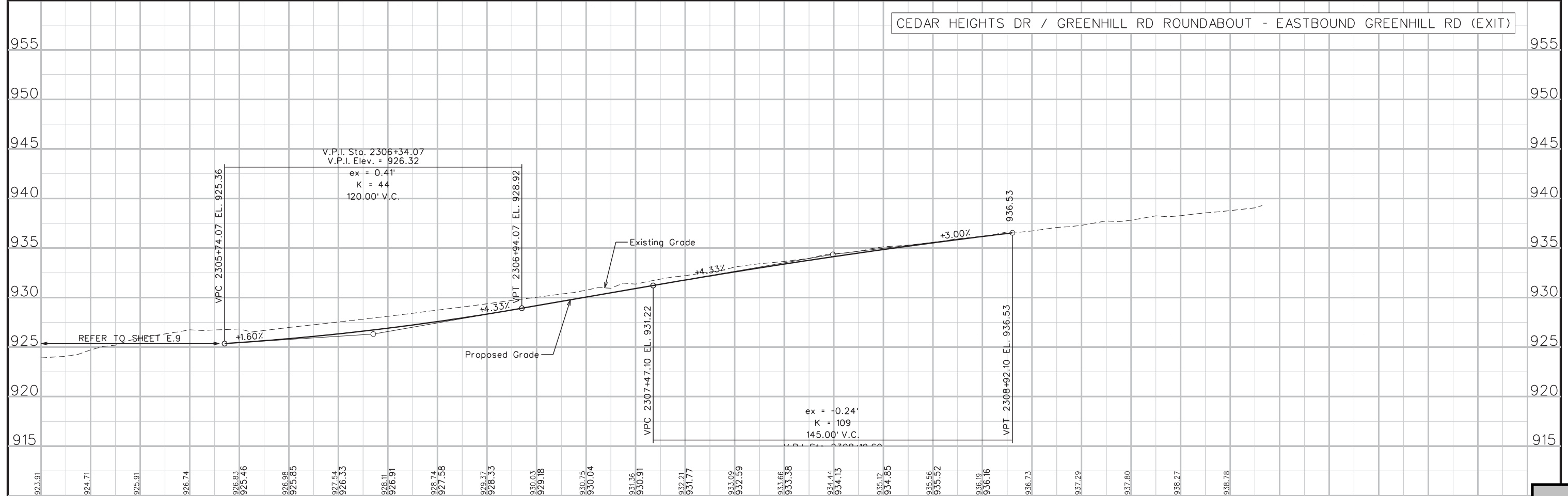


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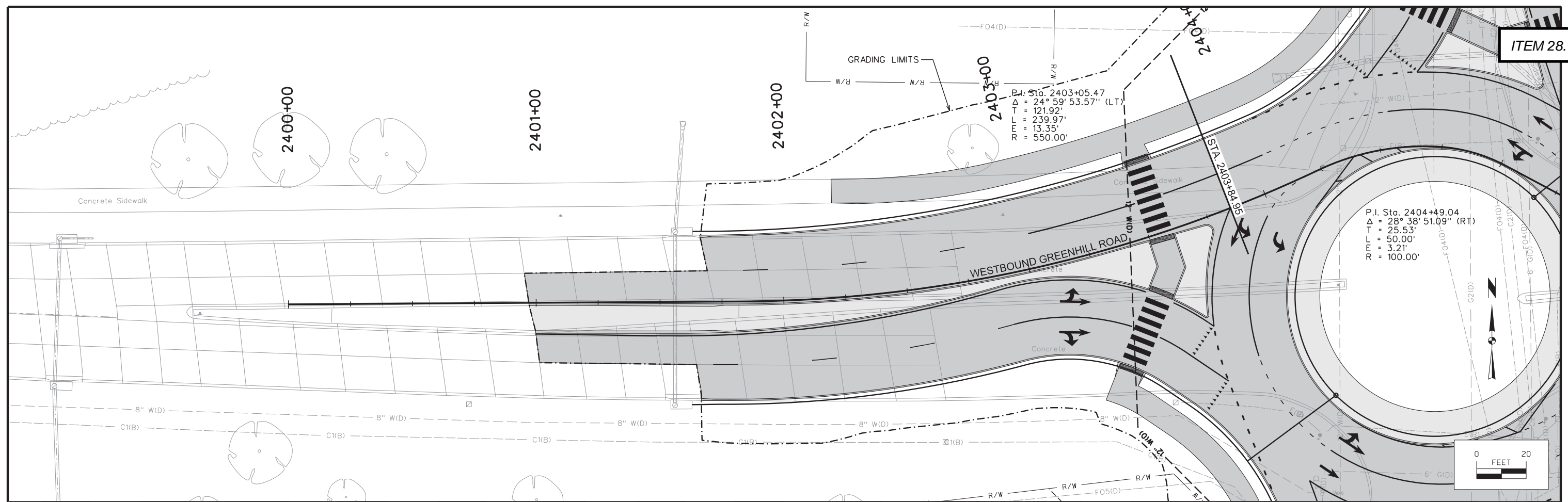




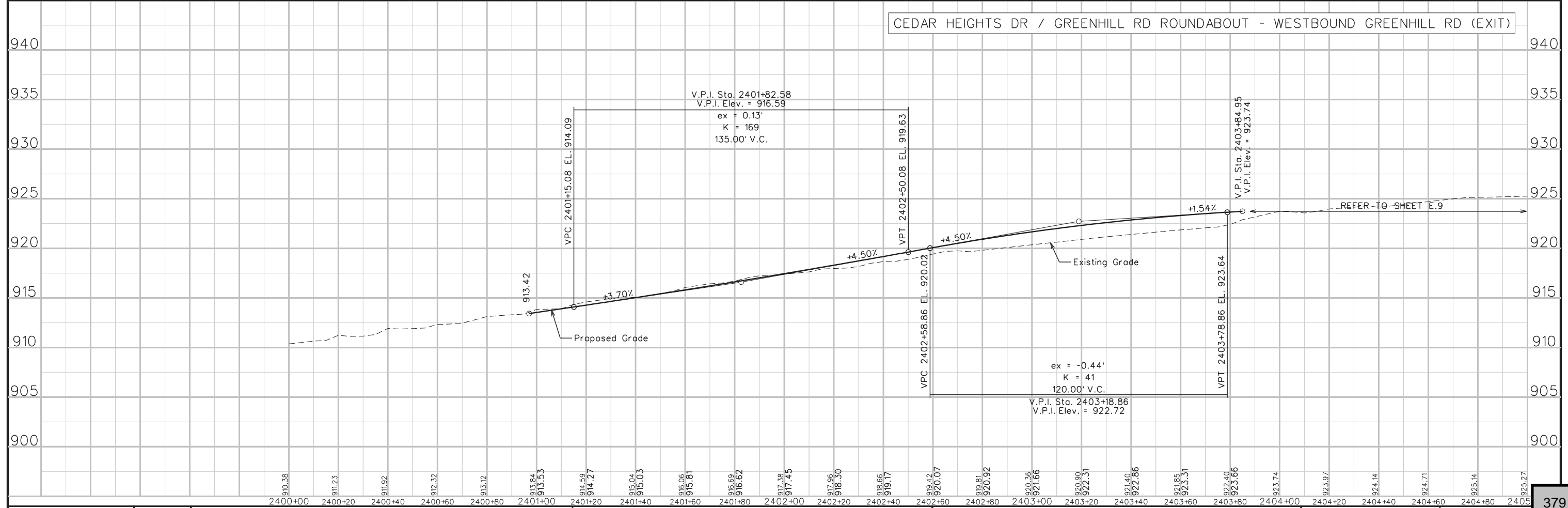
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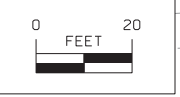
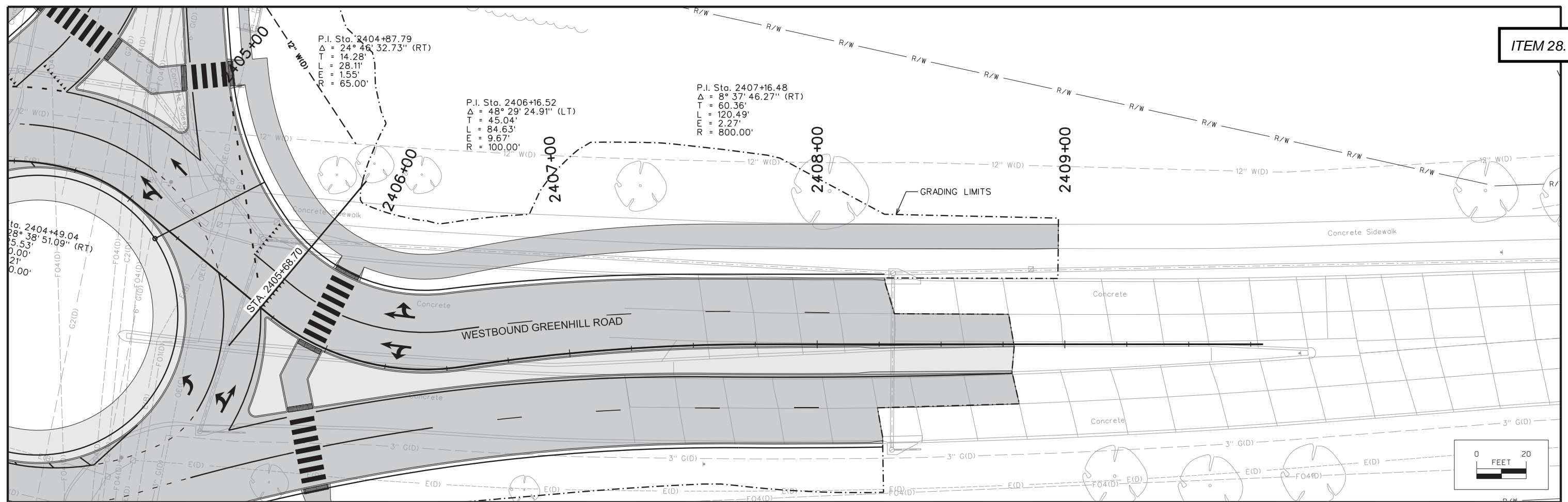
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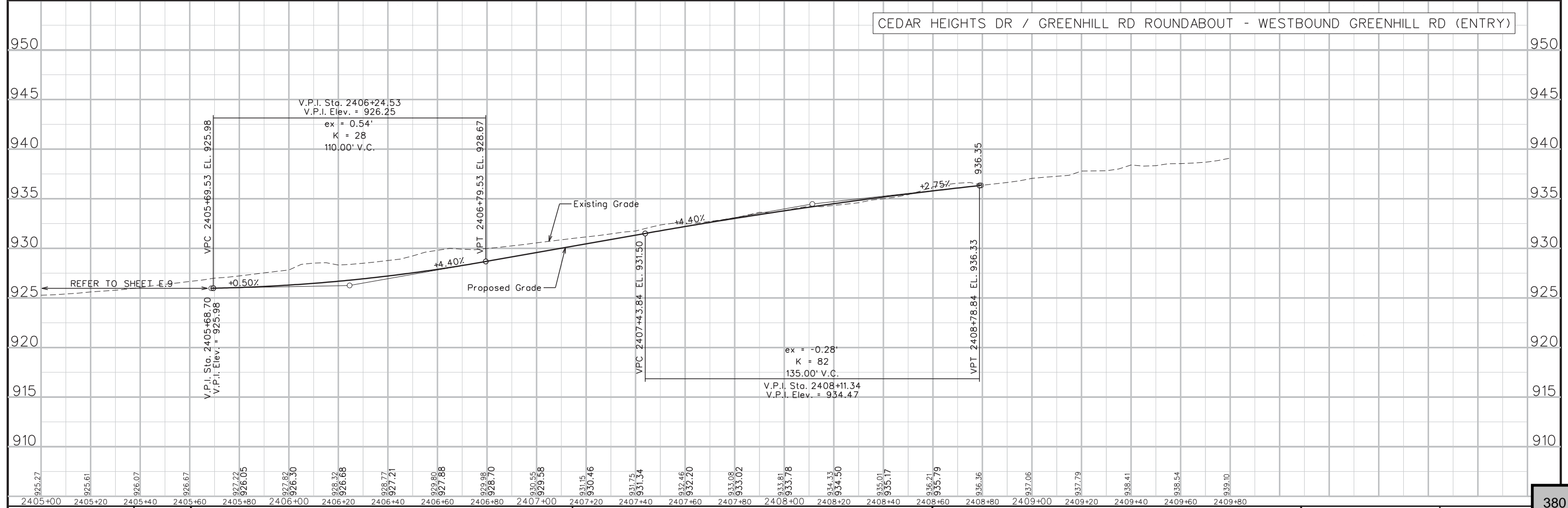
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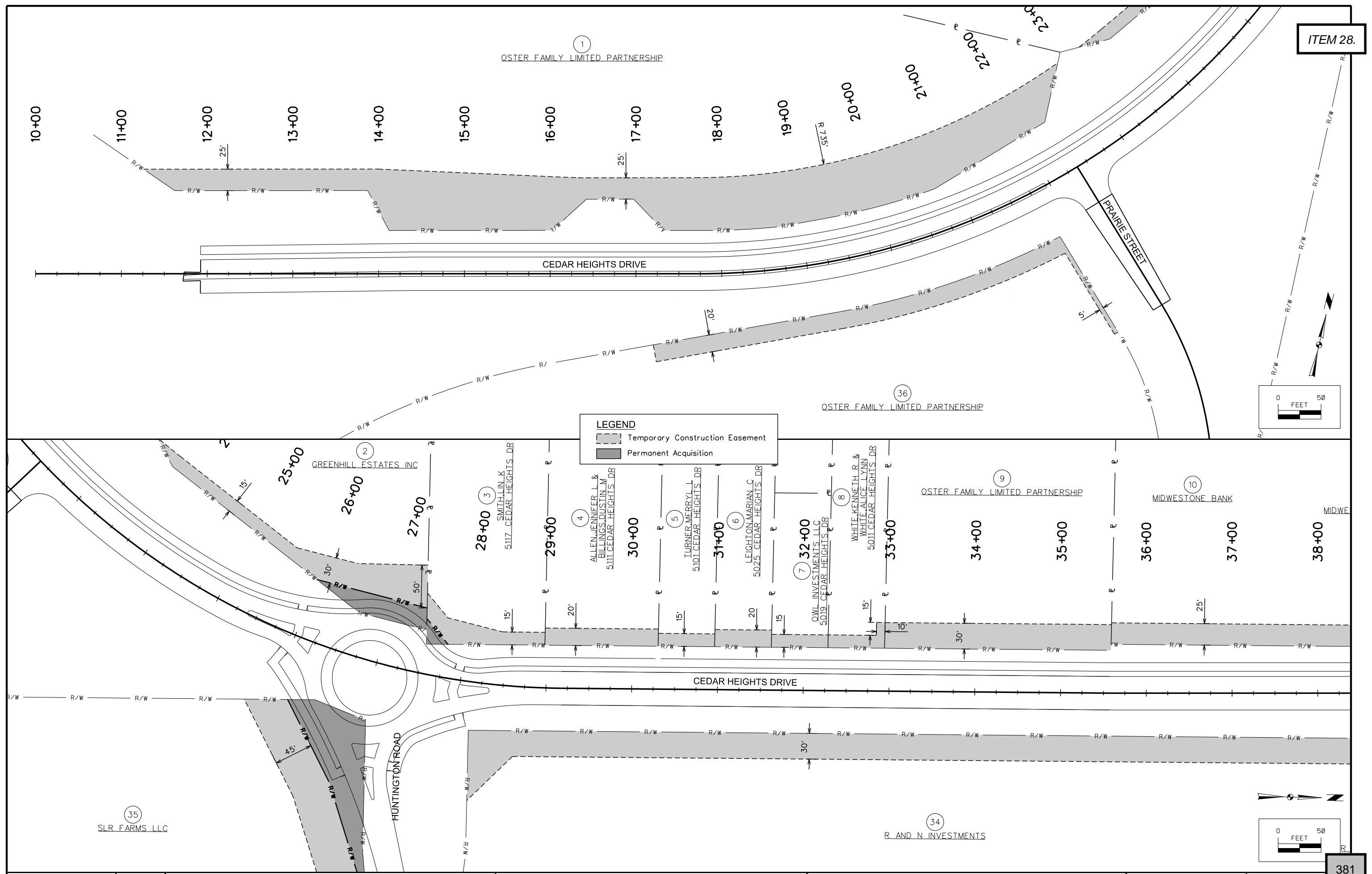


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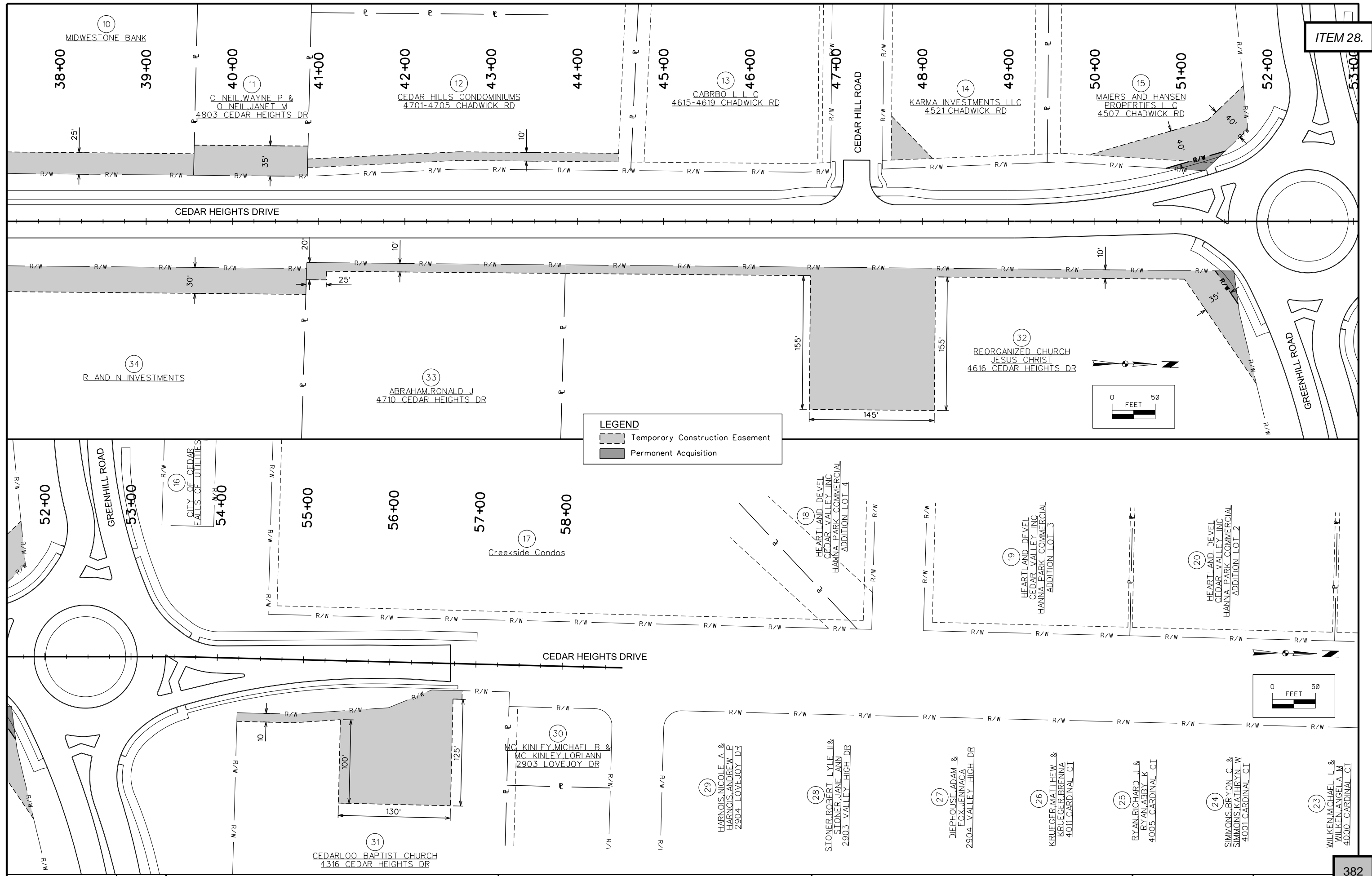
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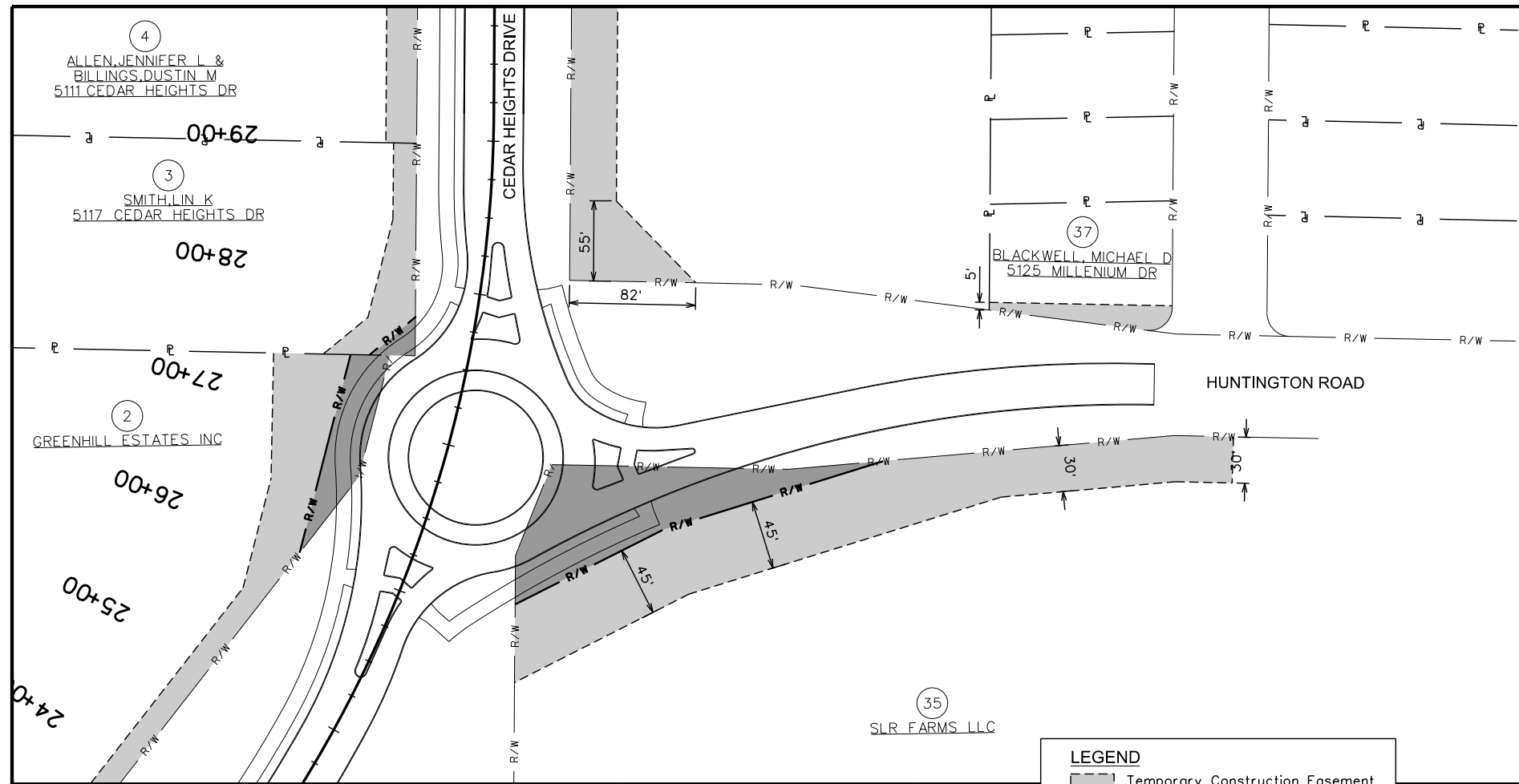




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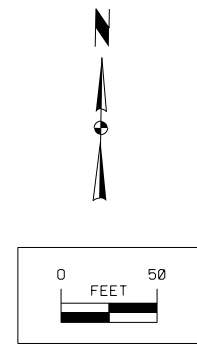
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- Permanent Acquisition

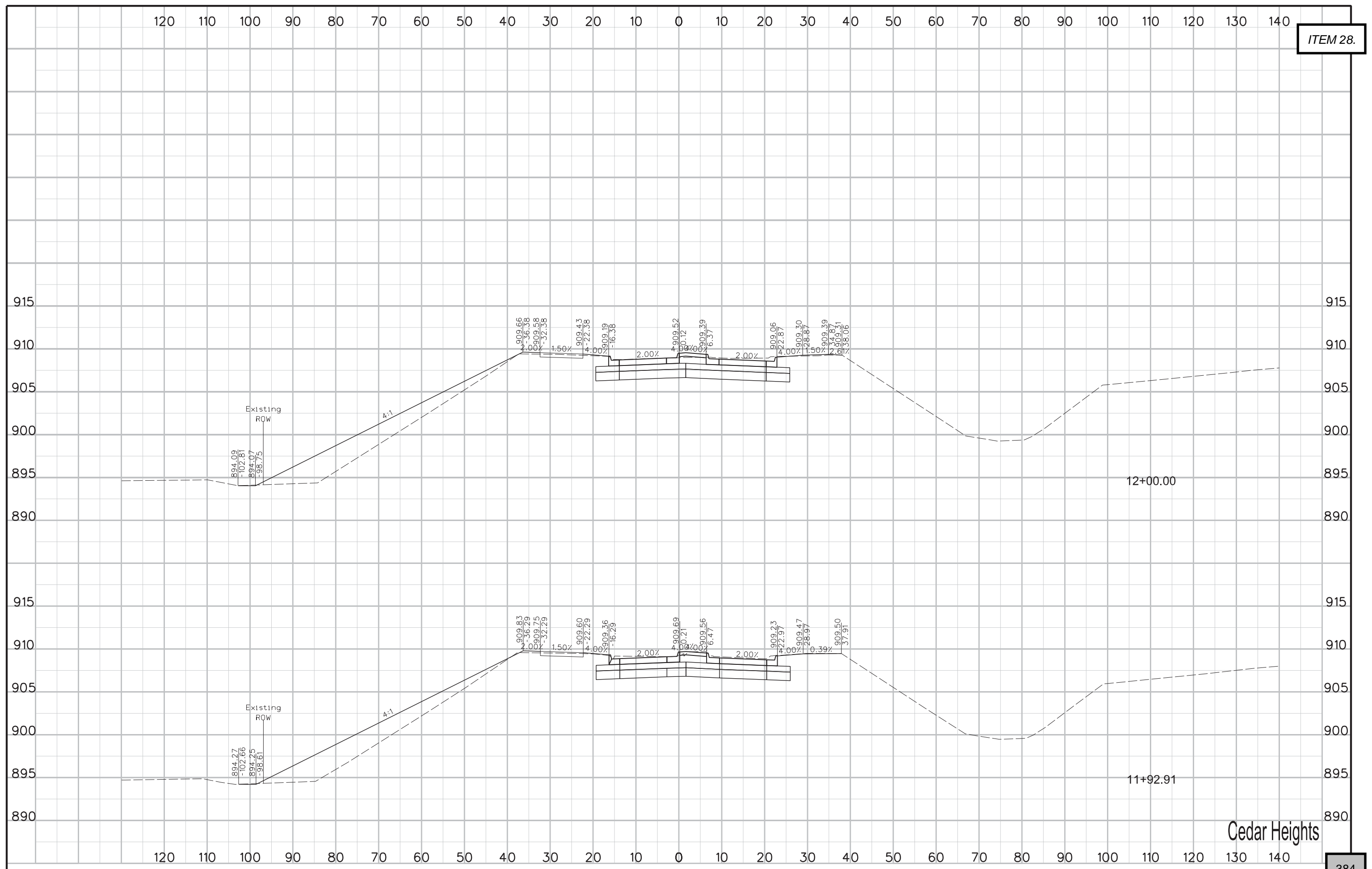




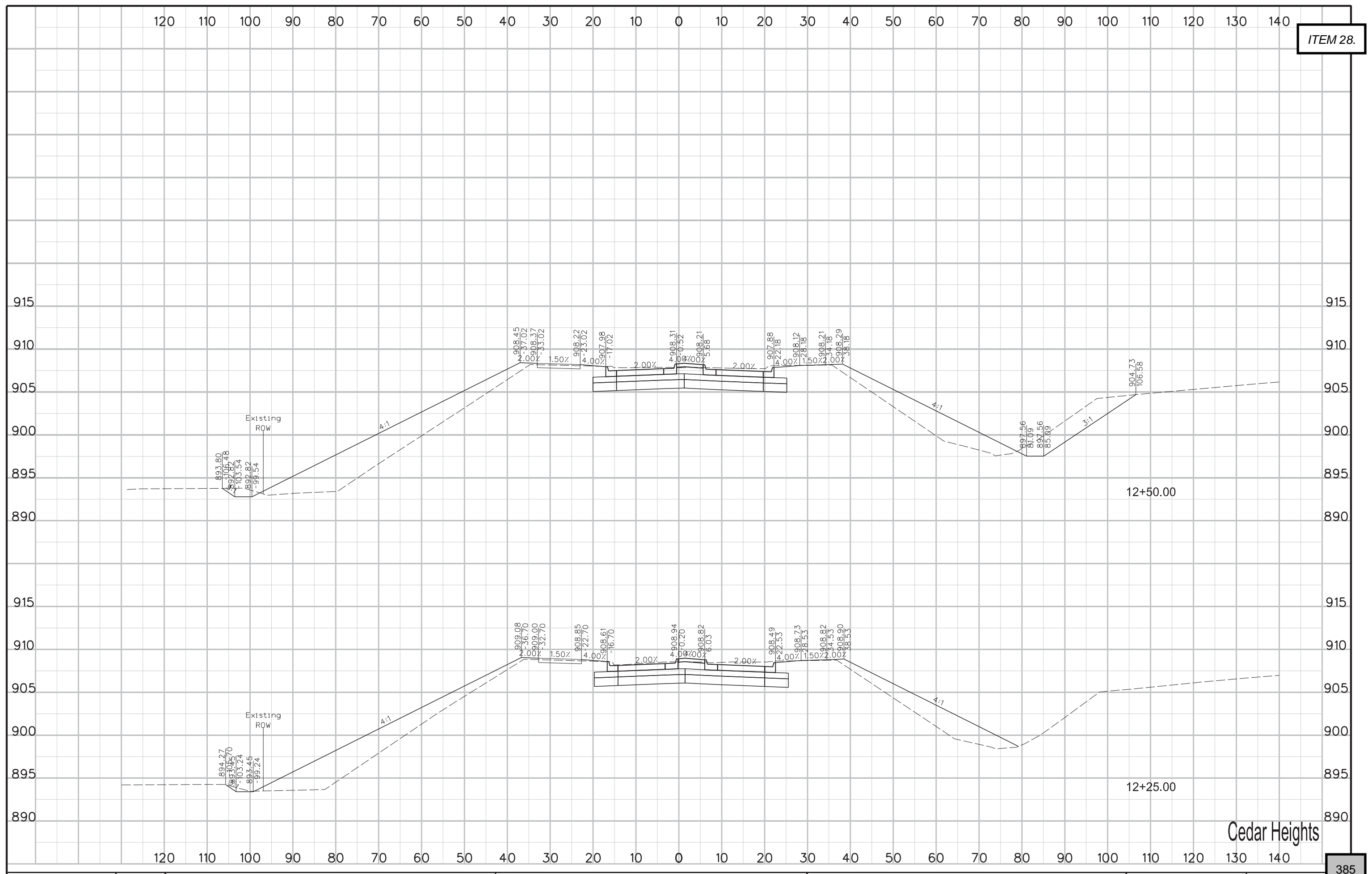
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- Temporary Construction Easement
- Permanent Acquisition

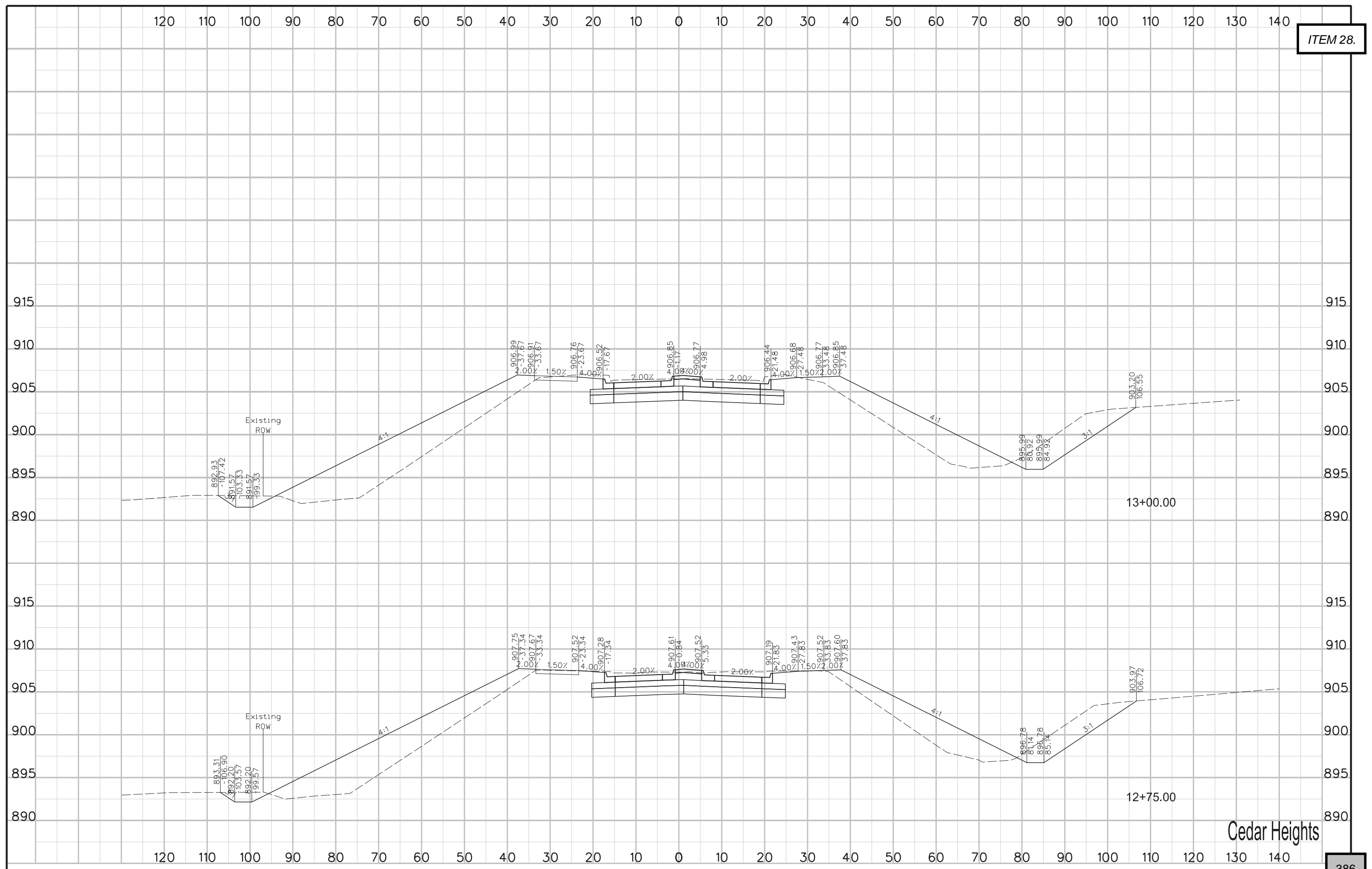




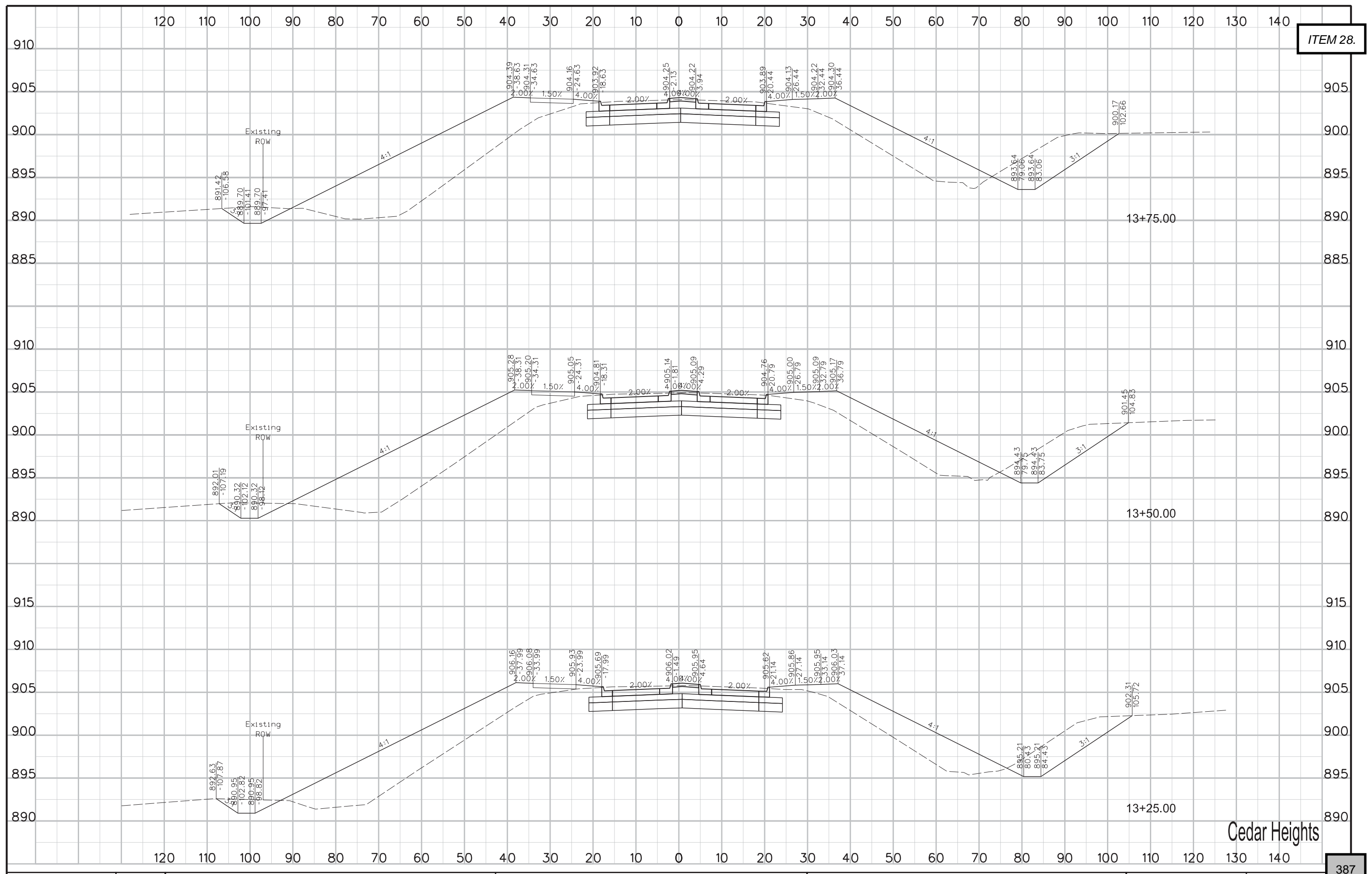




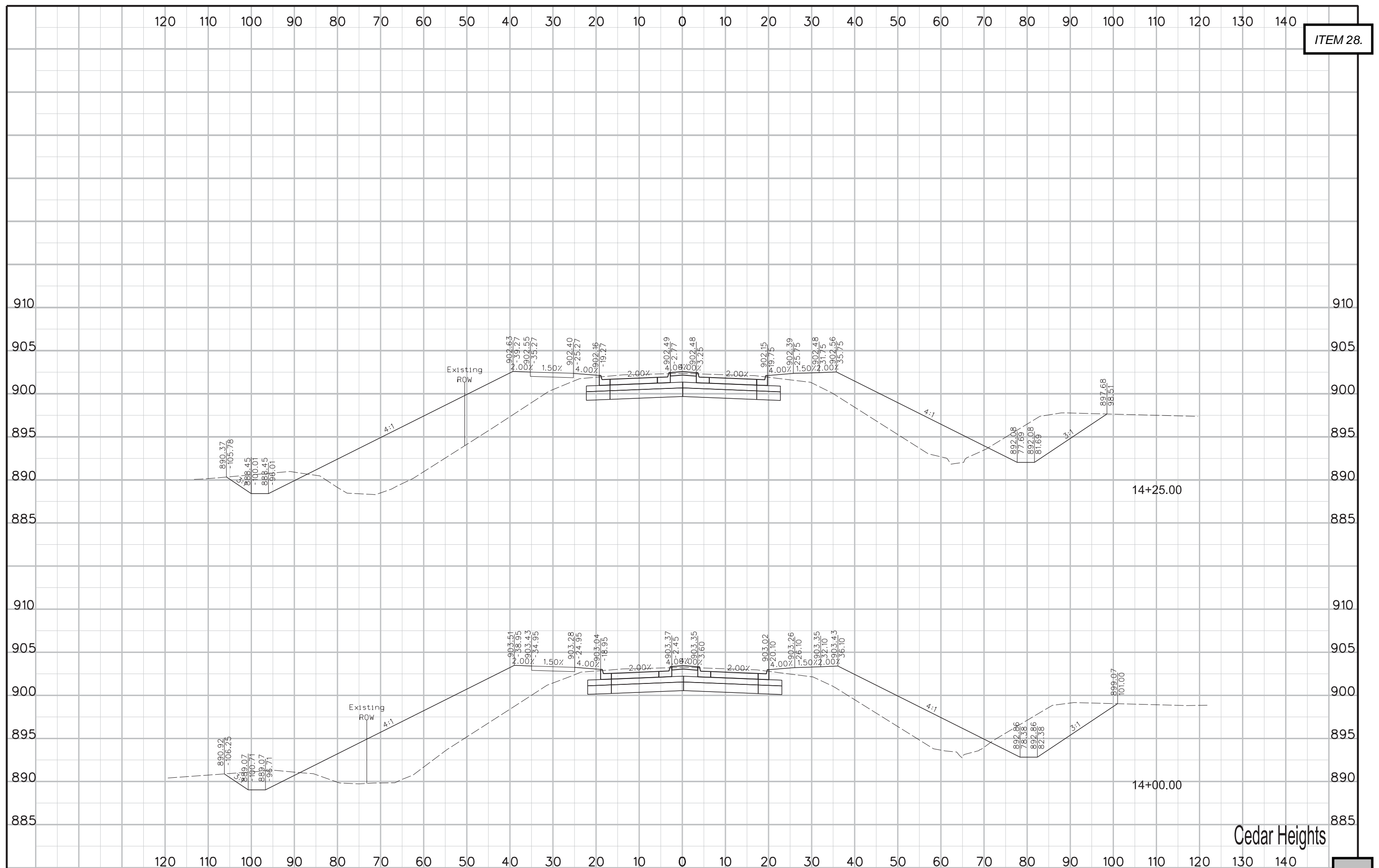
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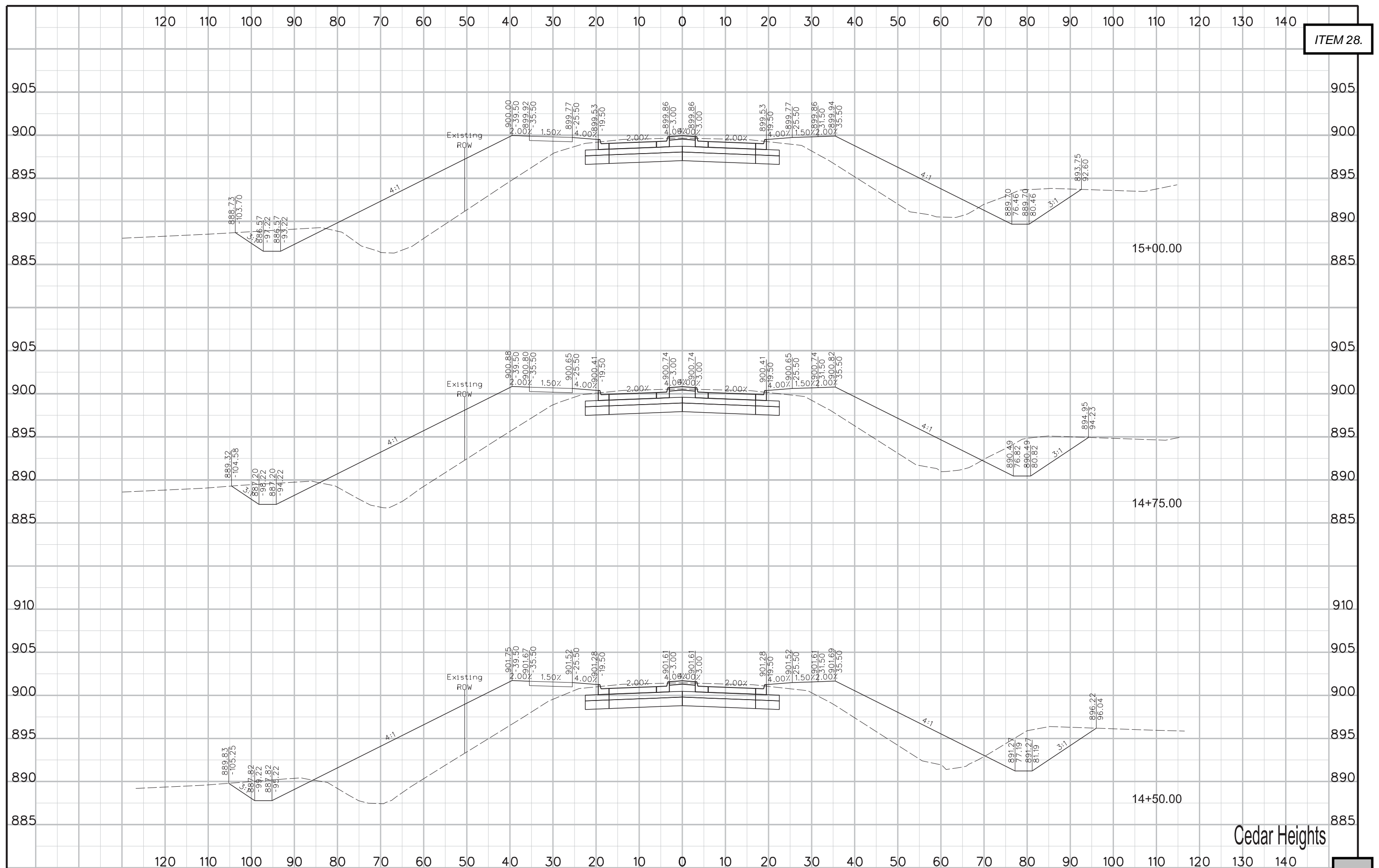
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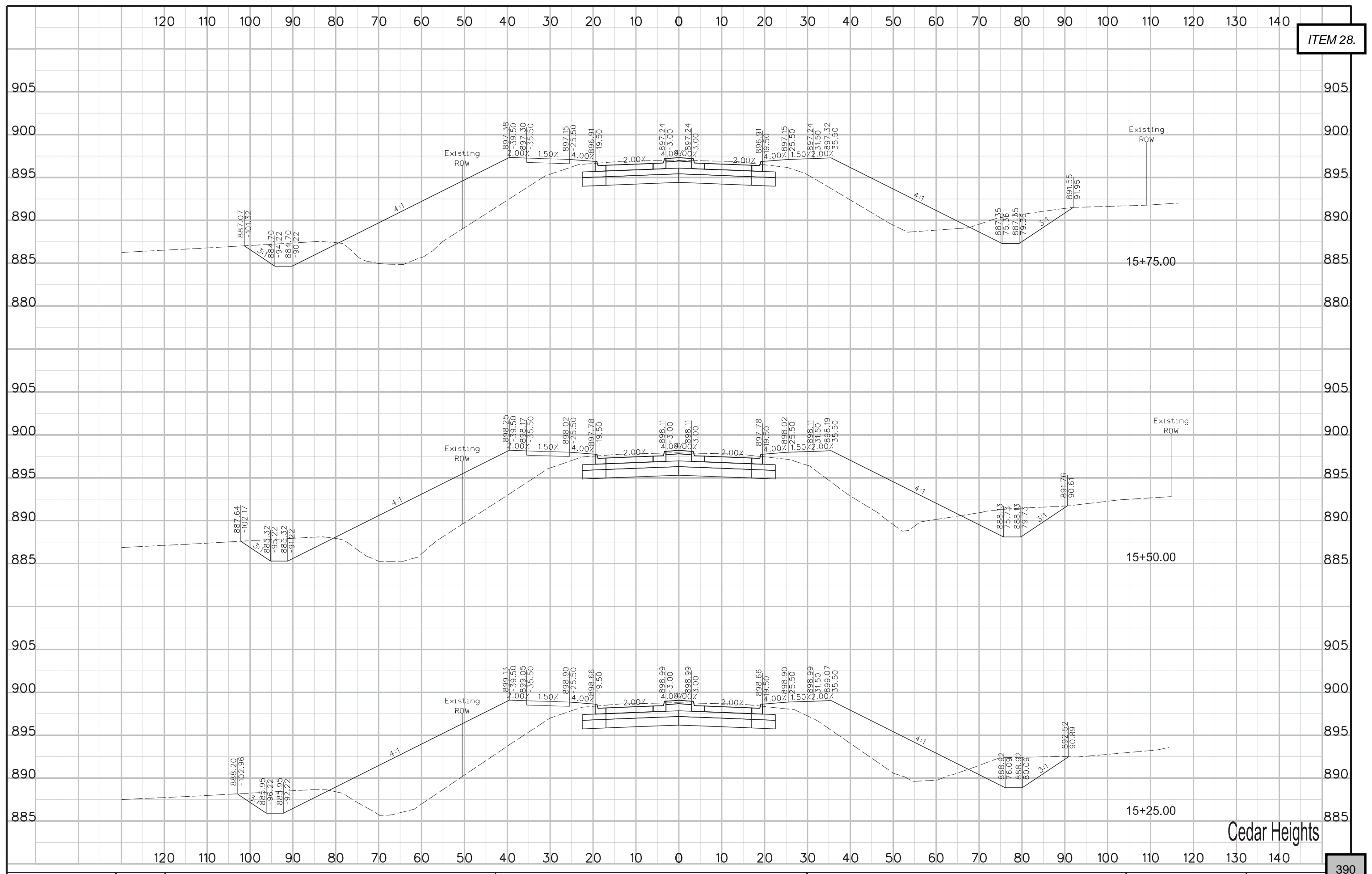
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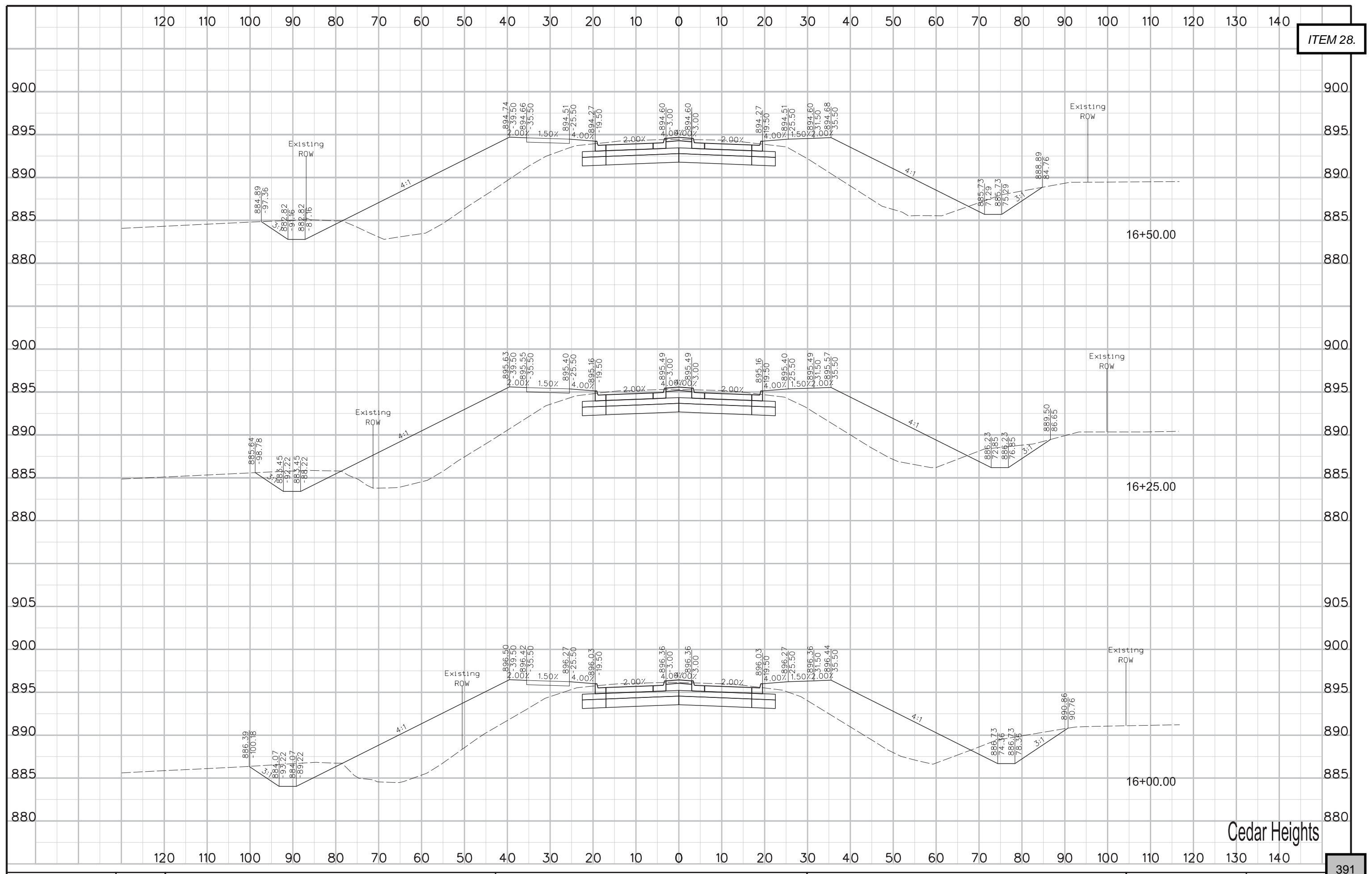


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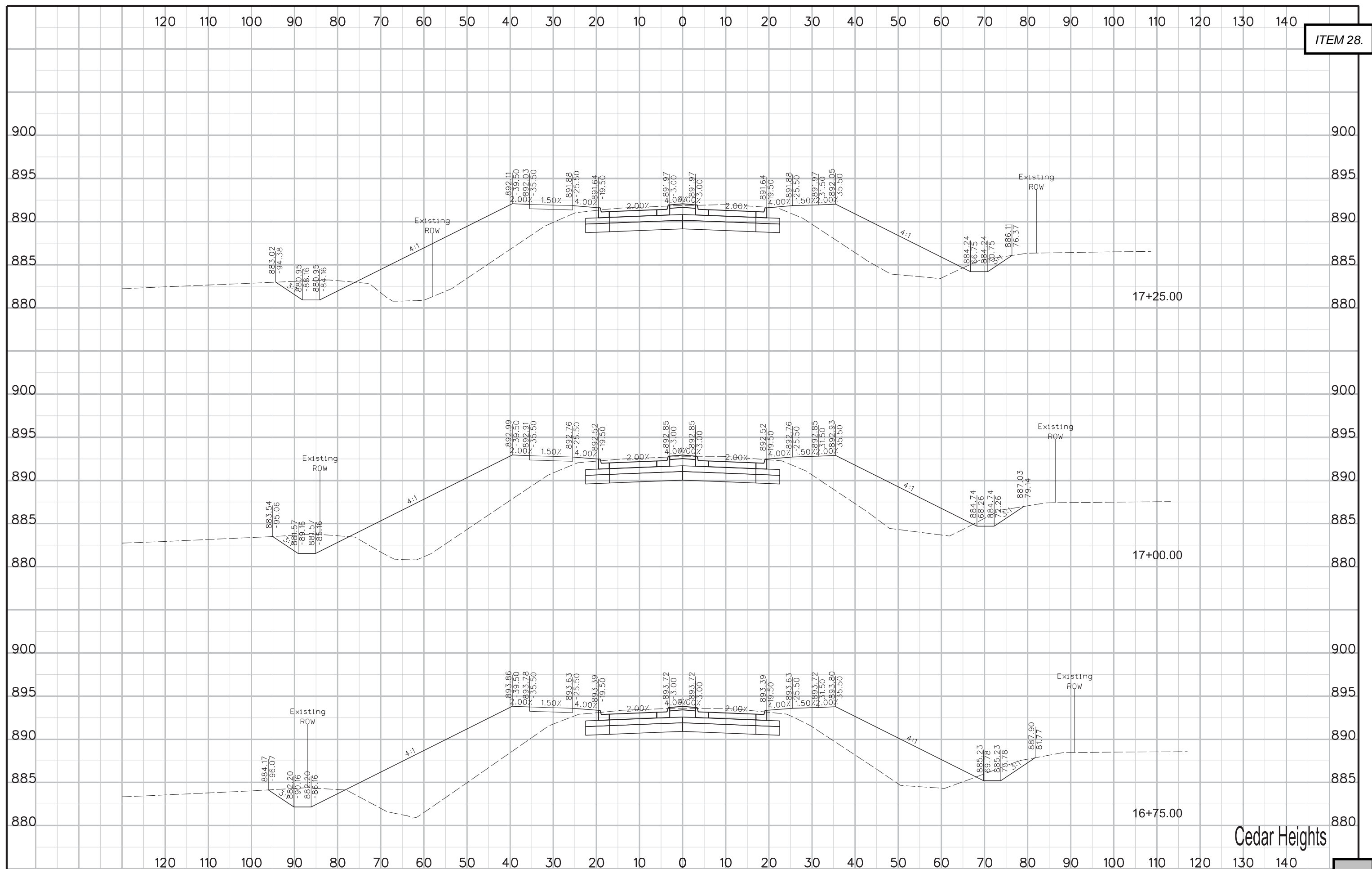


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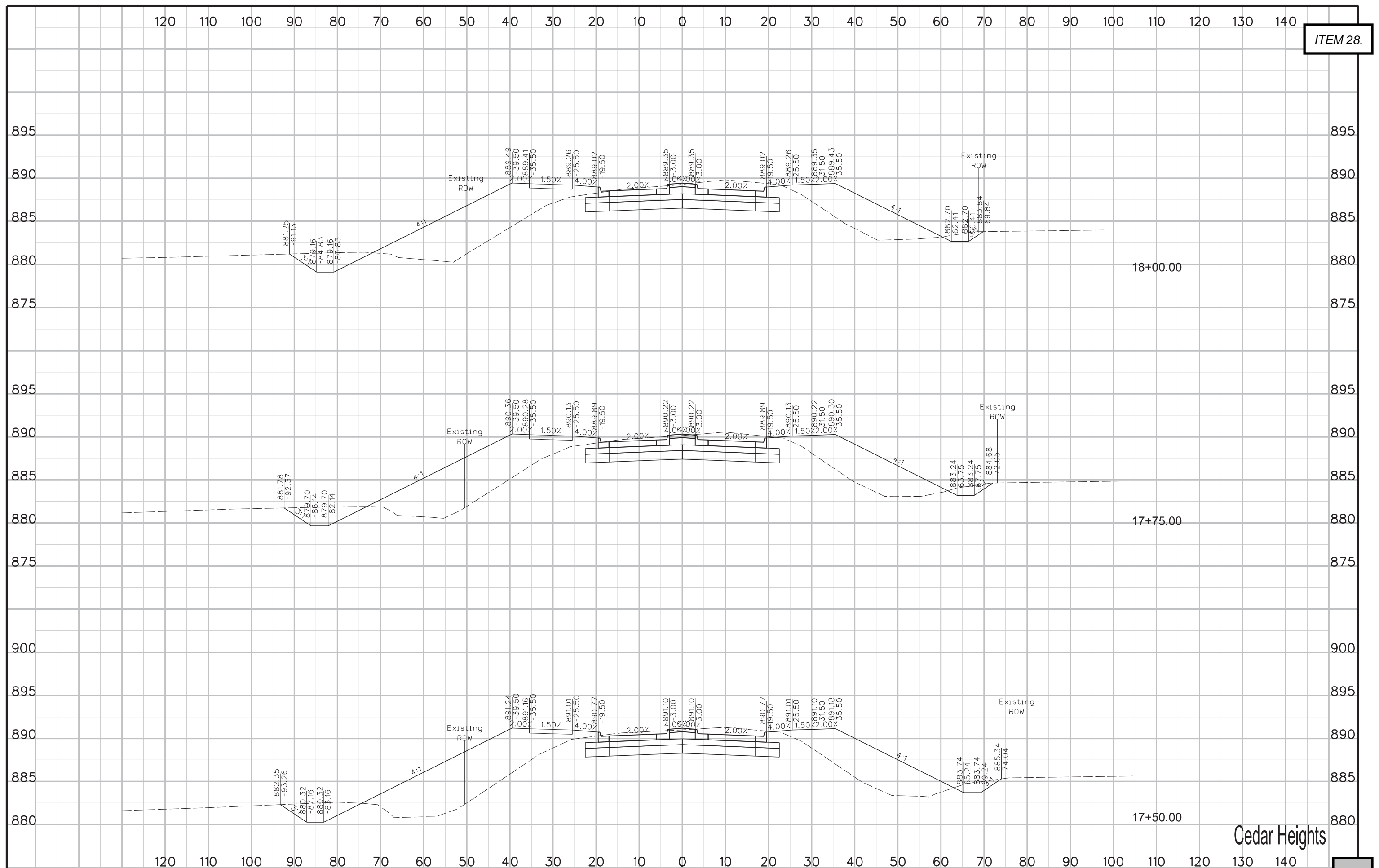
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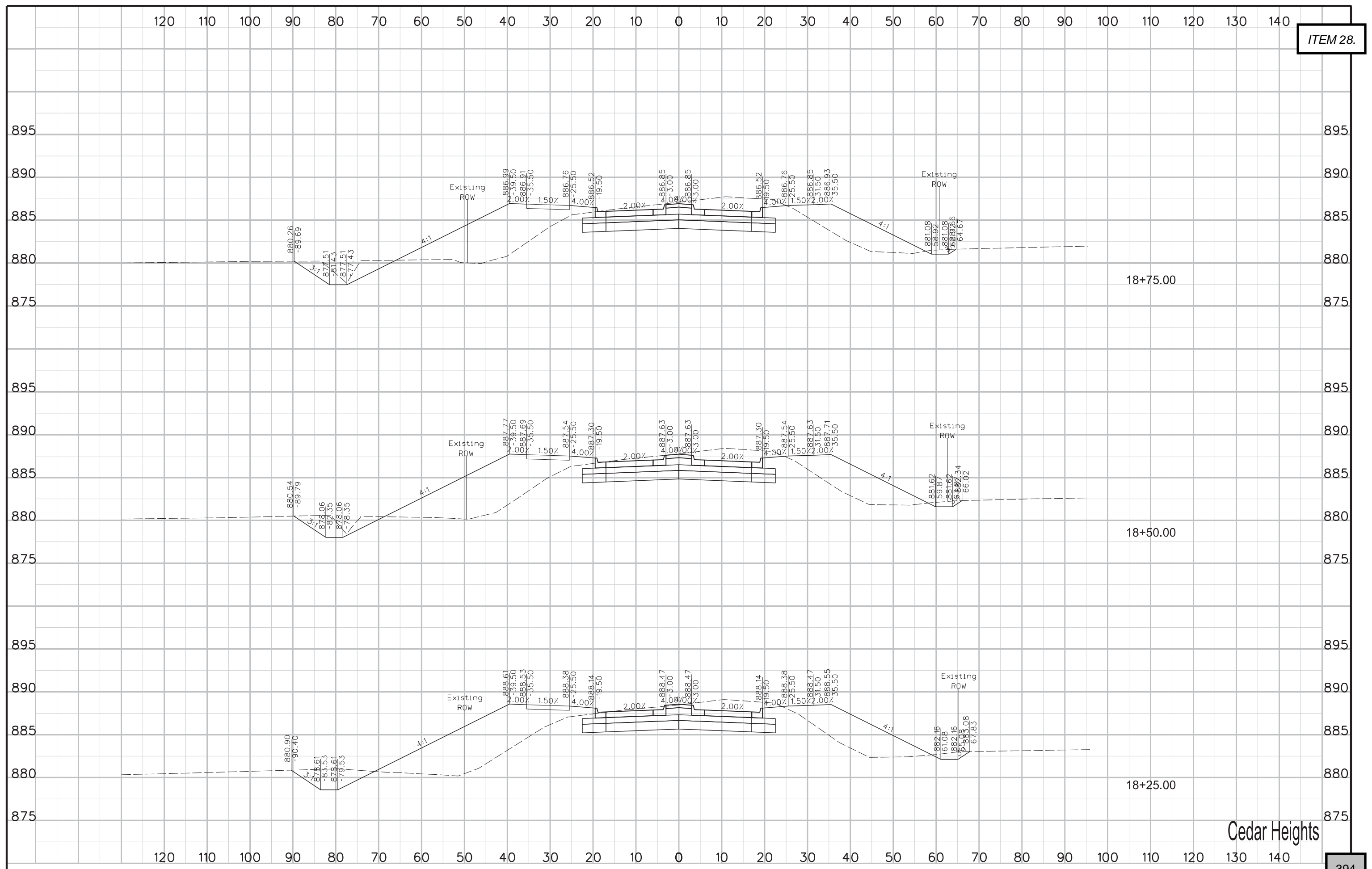
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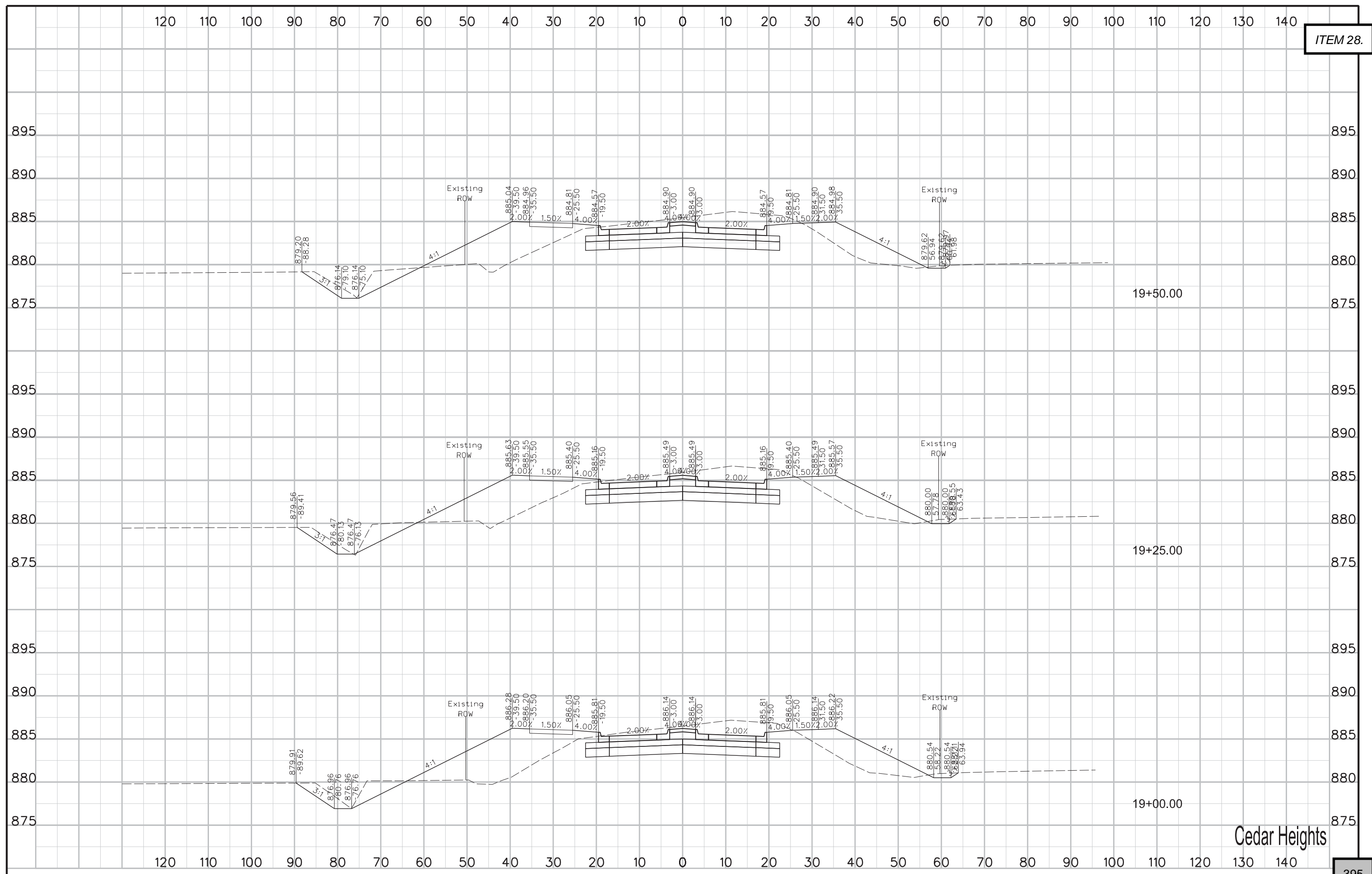
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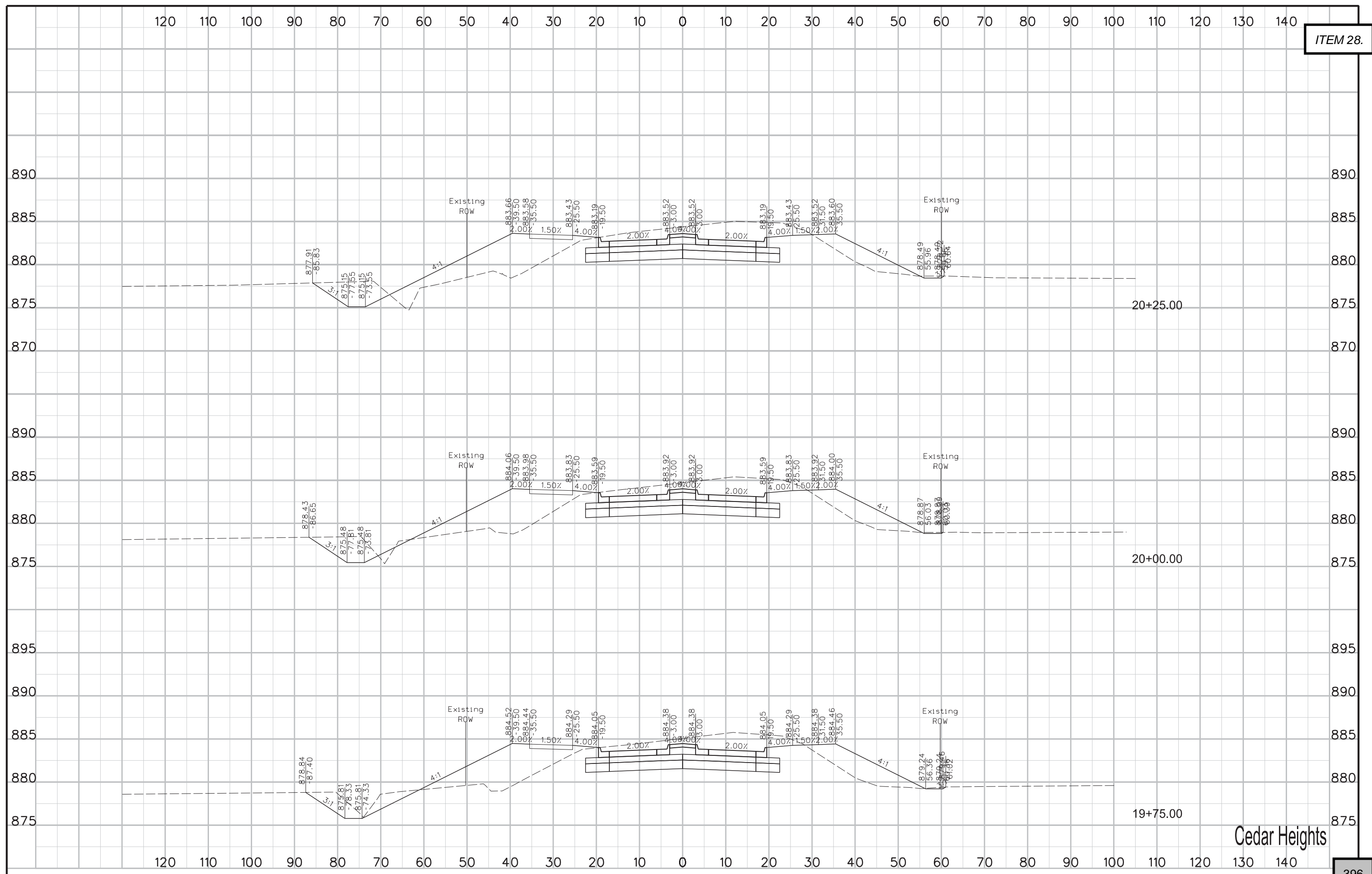
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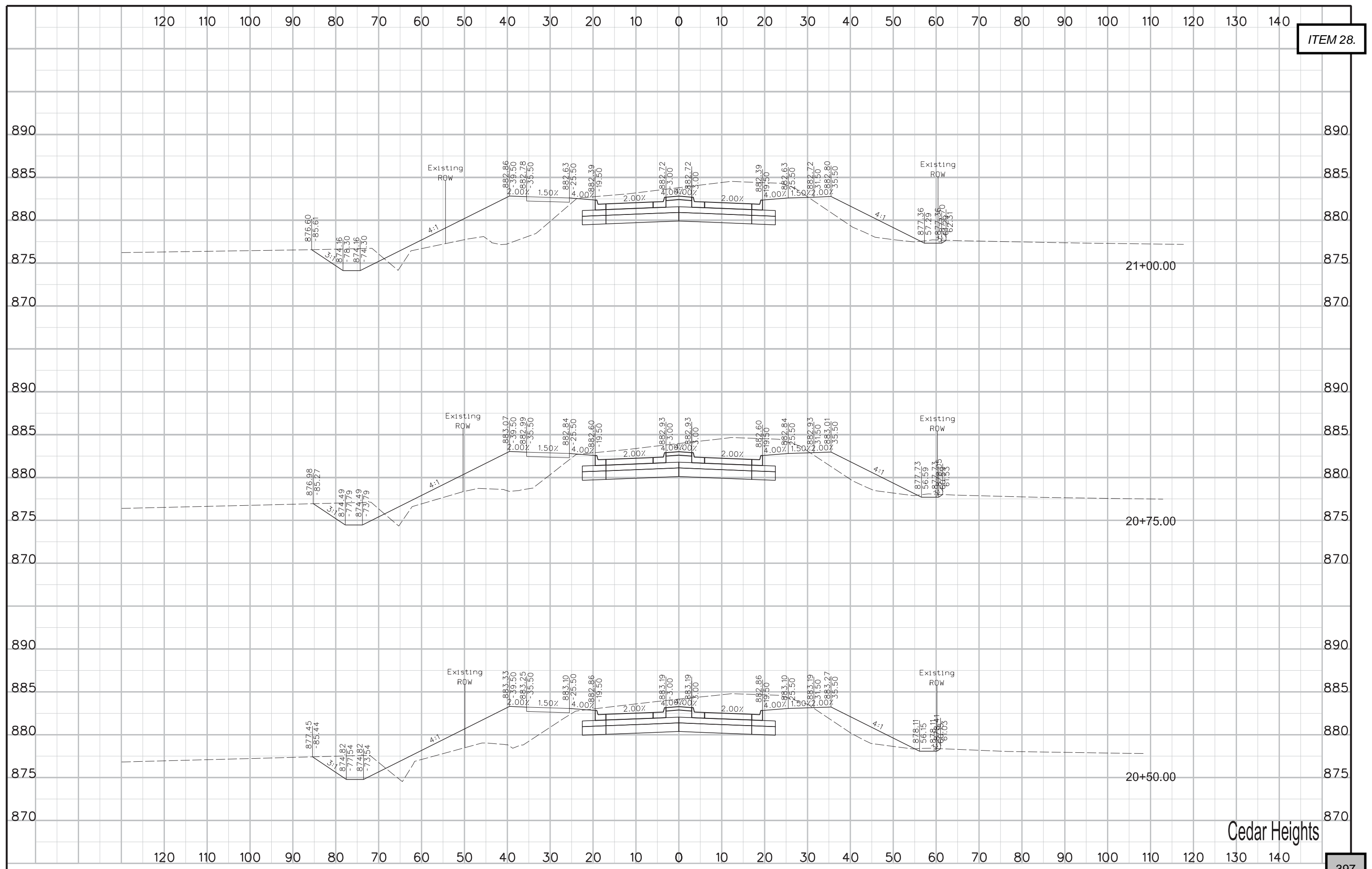
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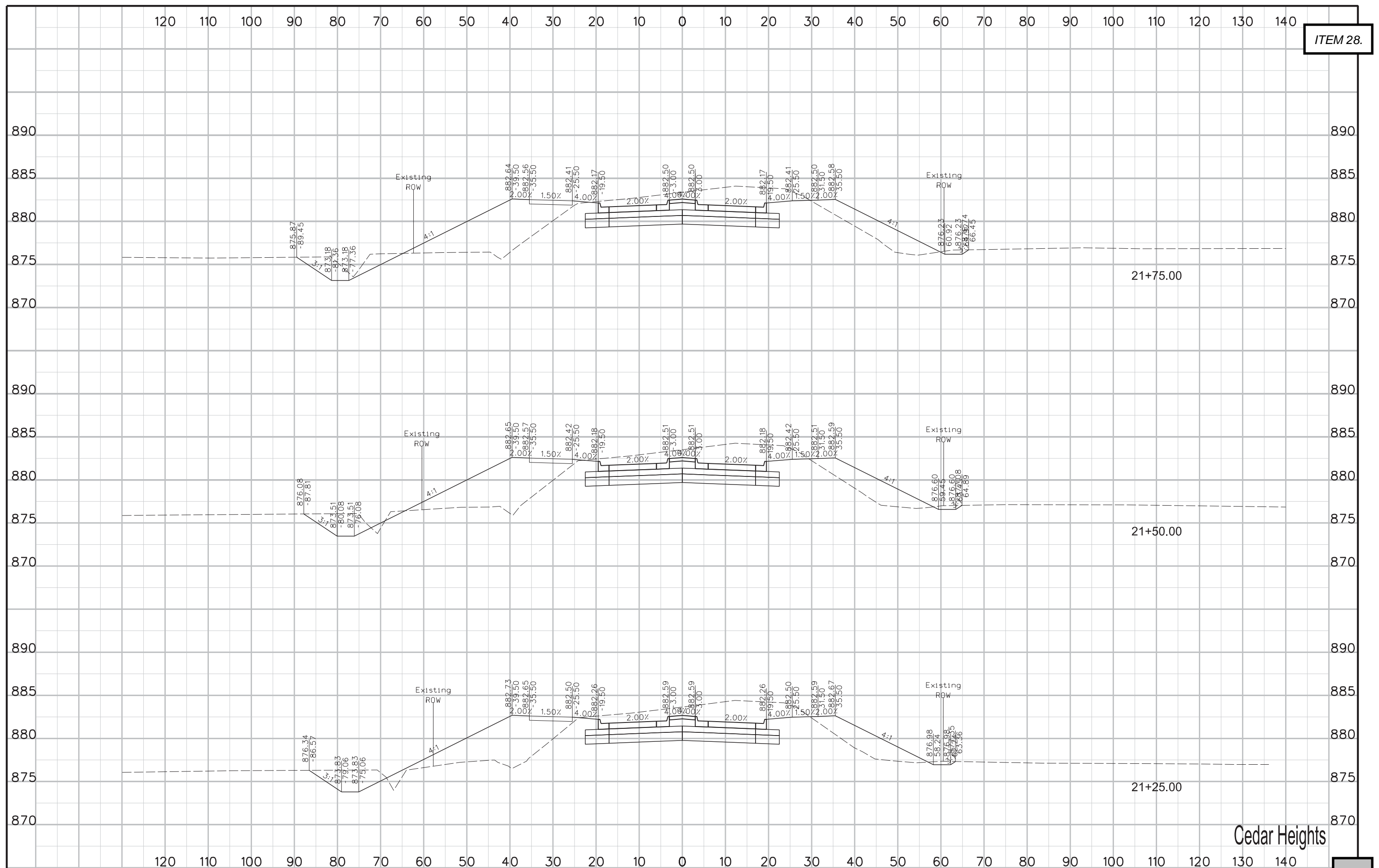
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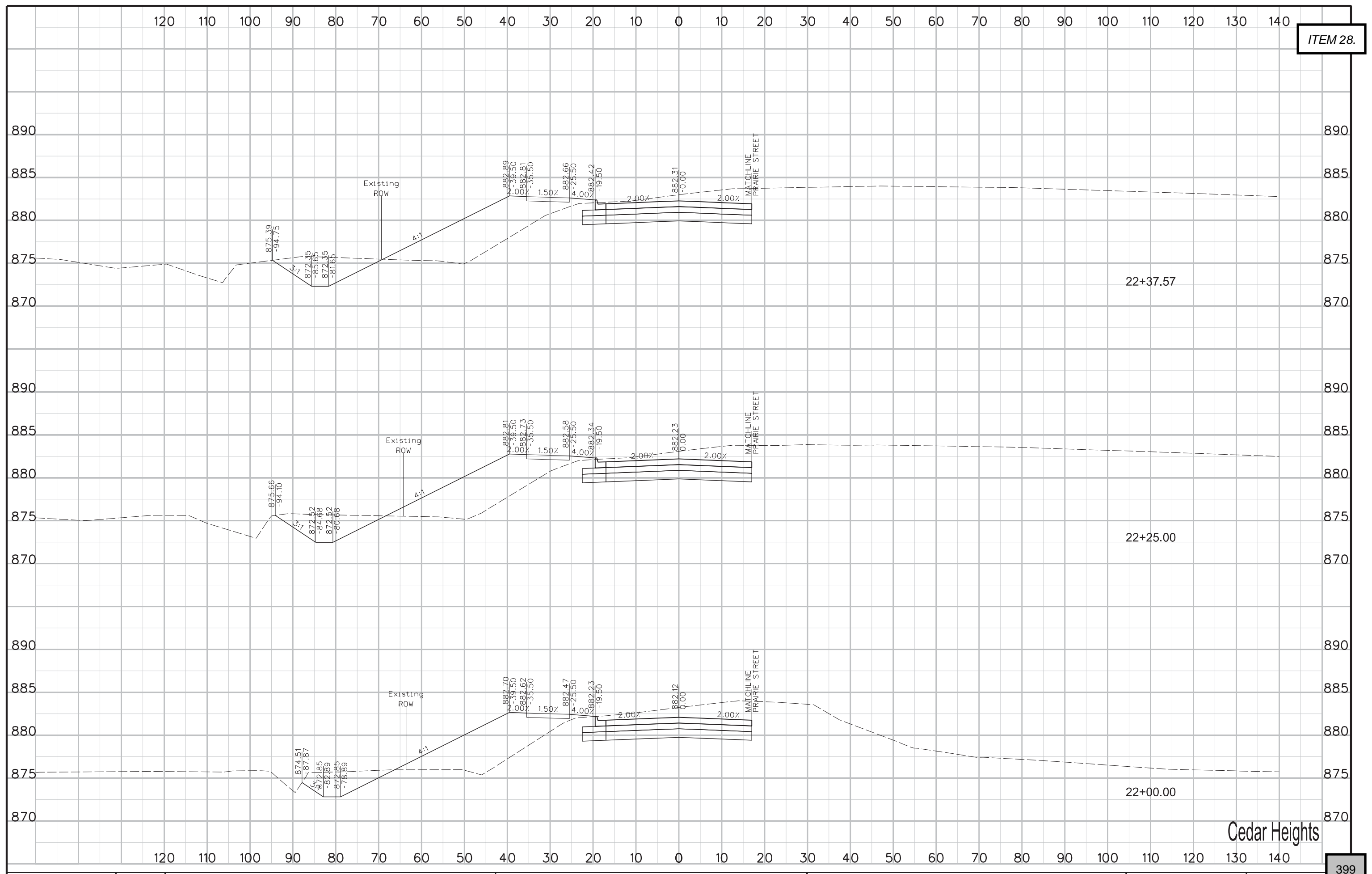
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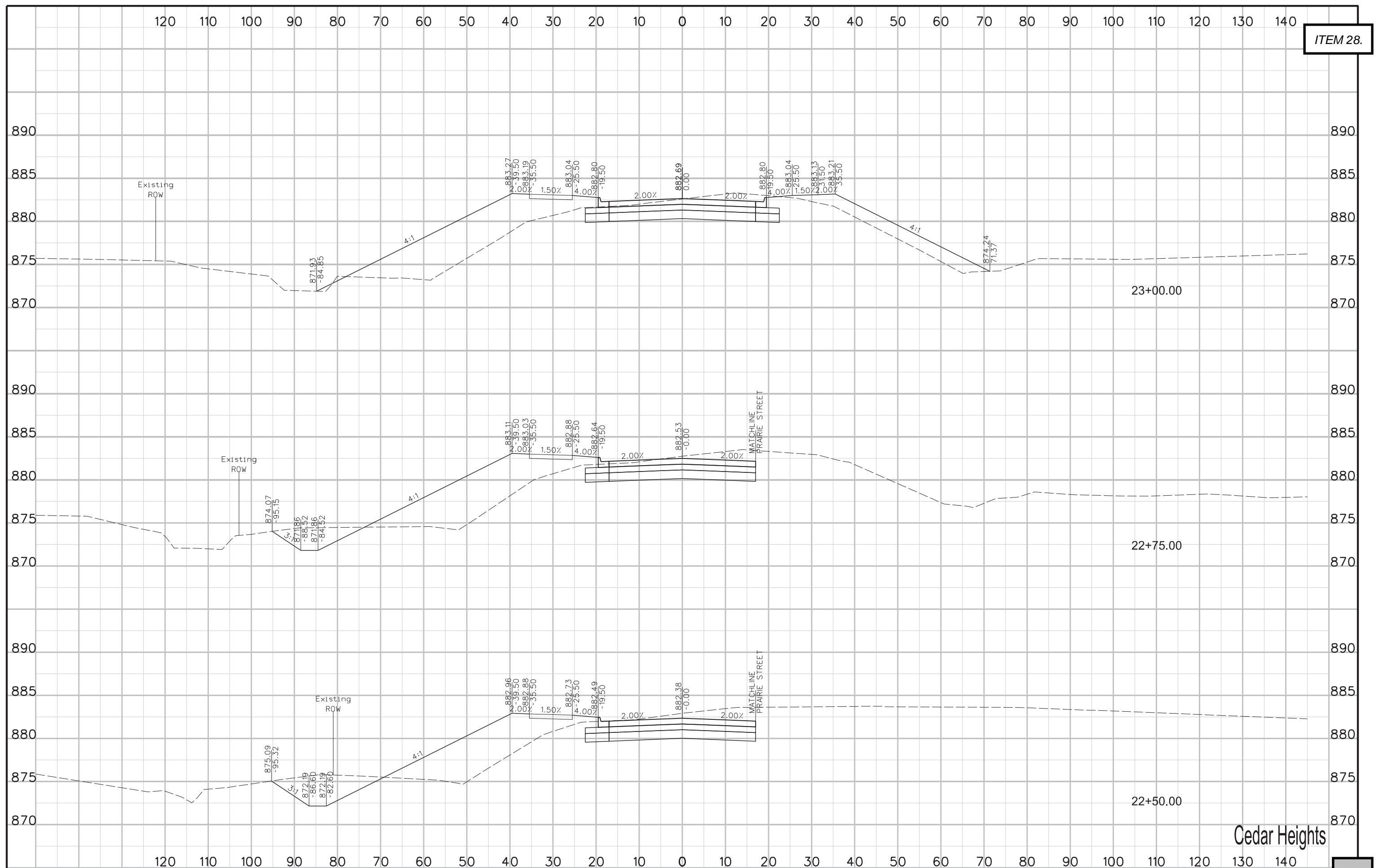
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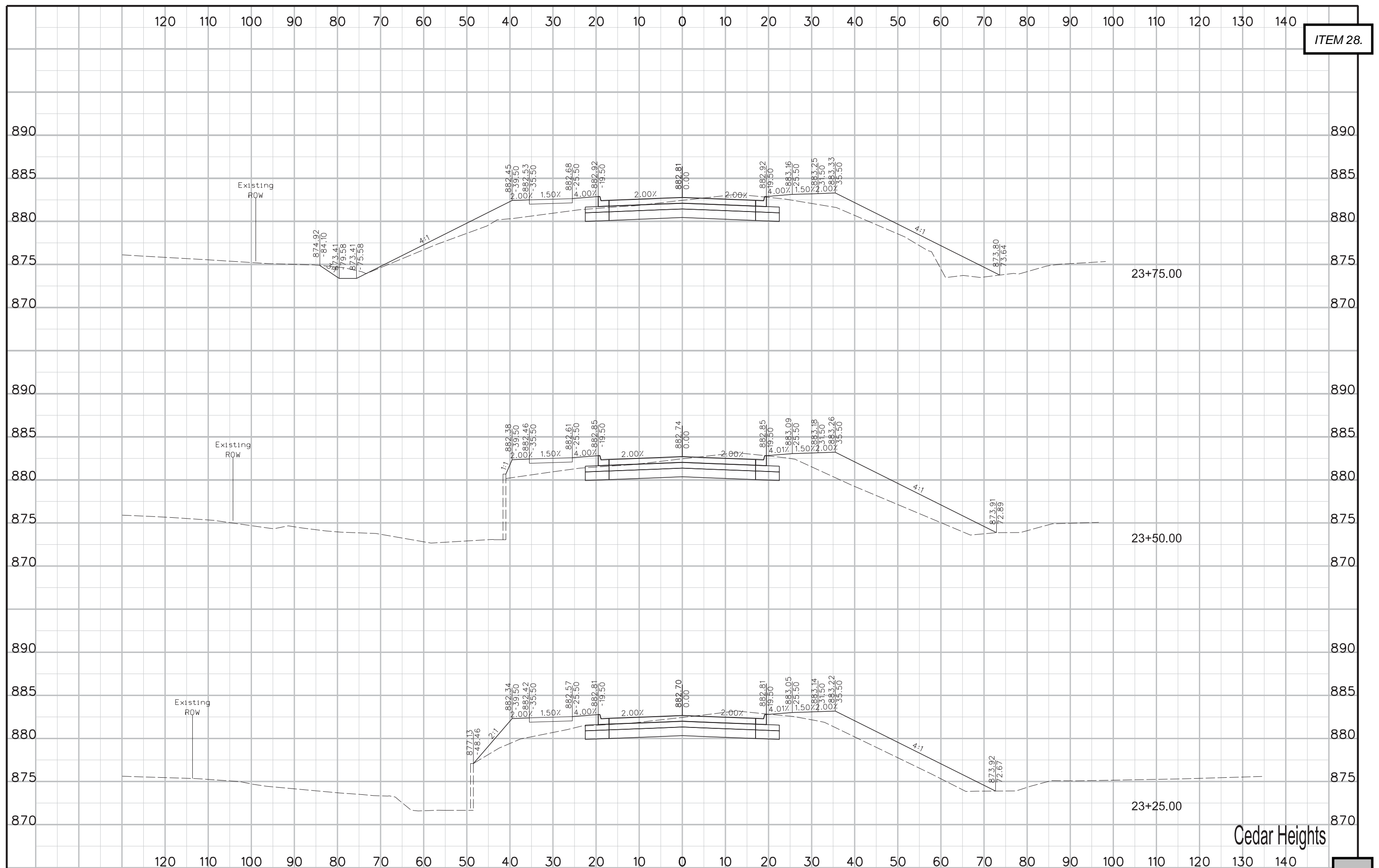


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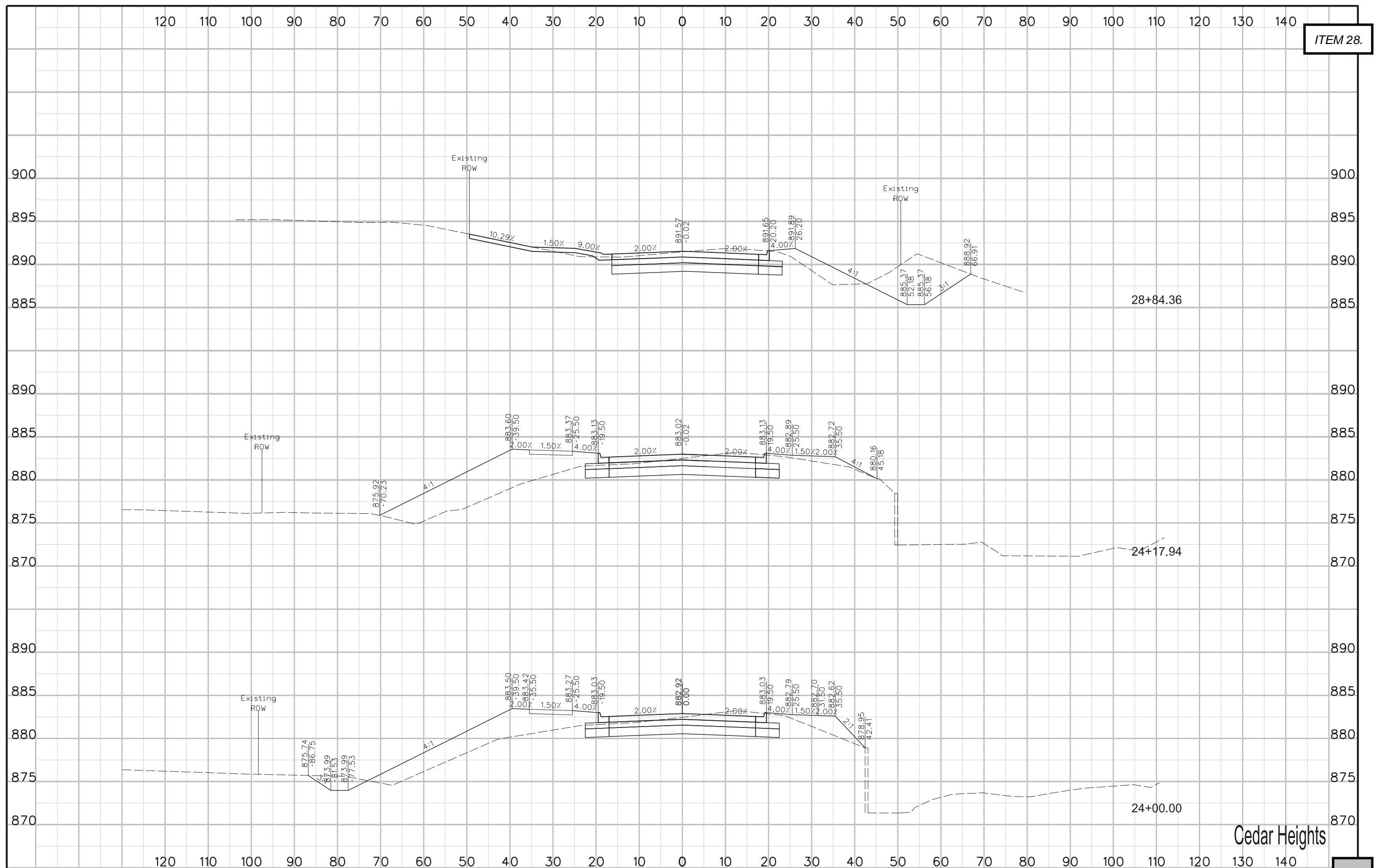


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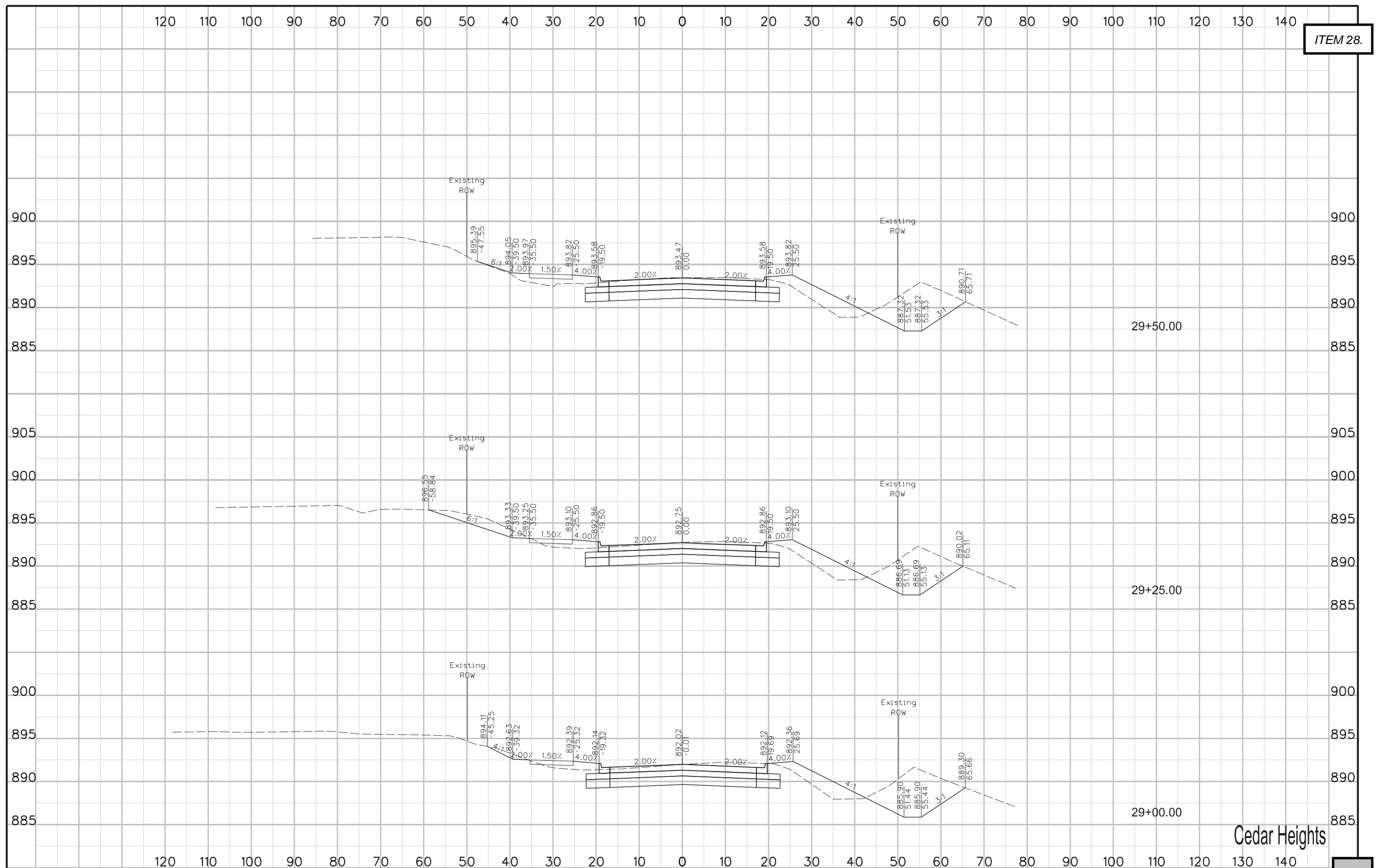




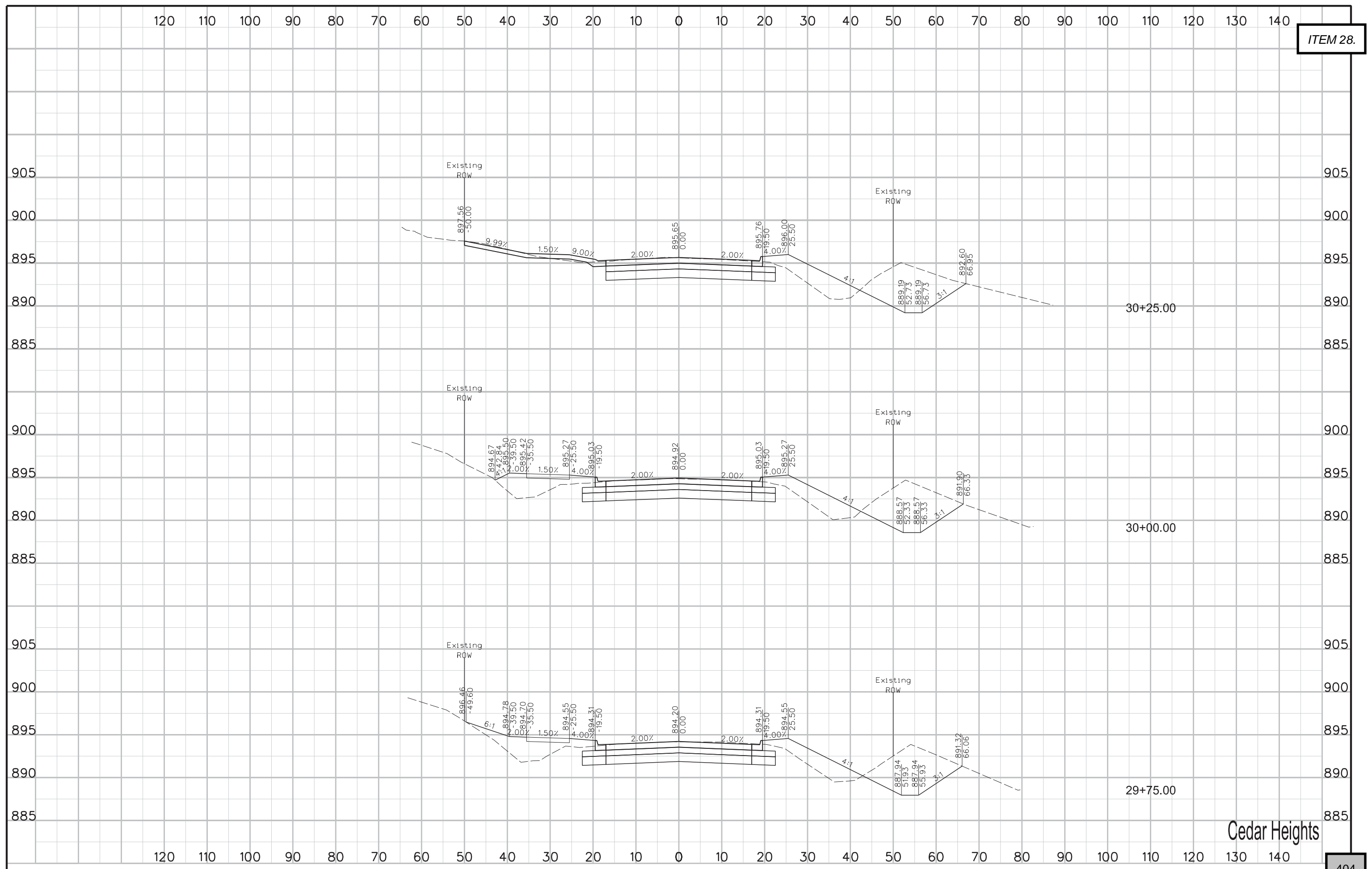
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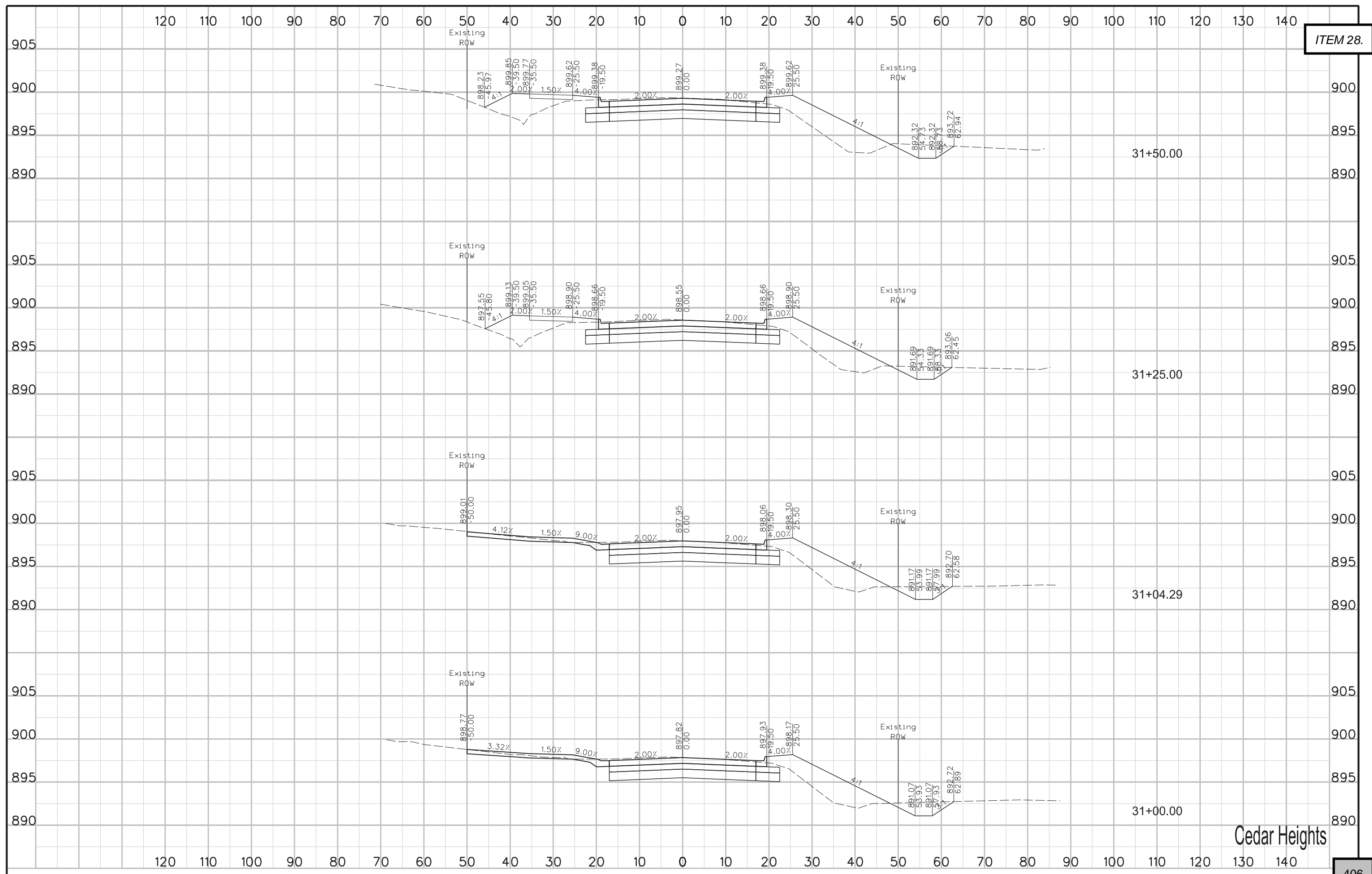


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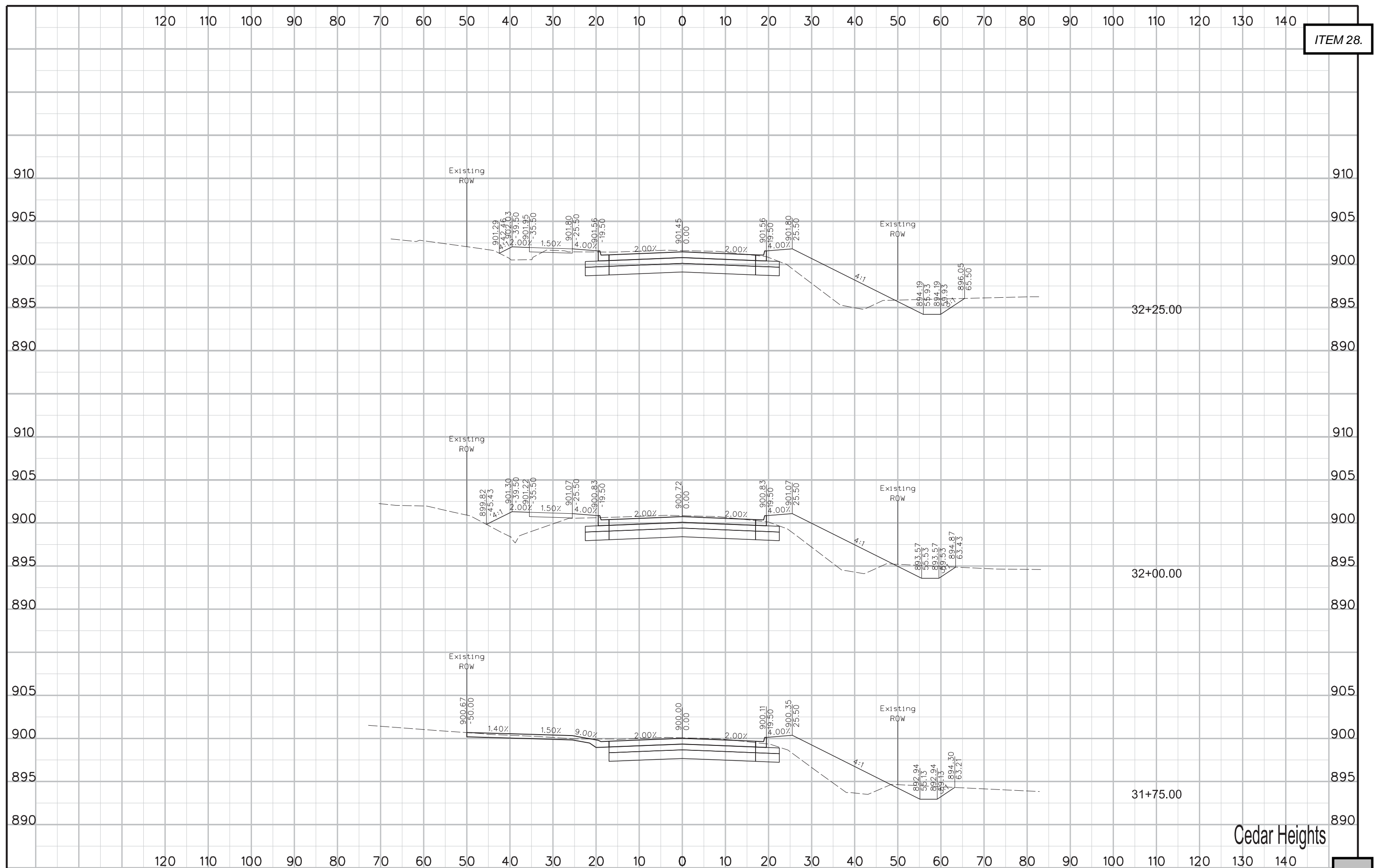


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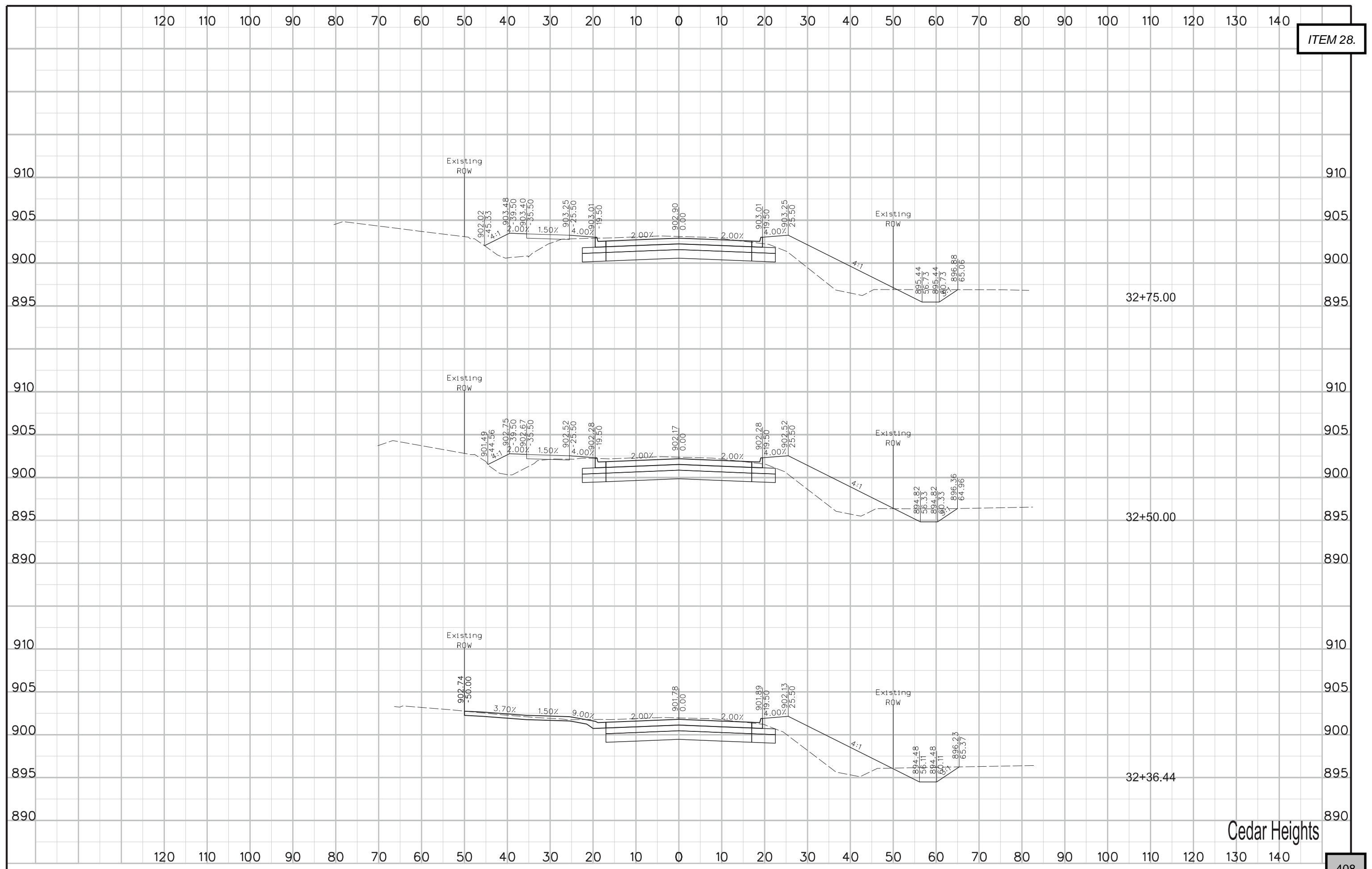




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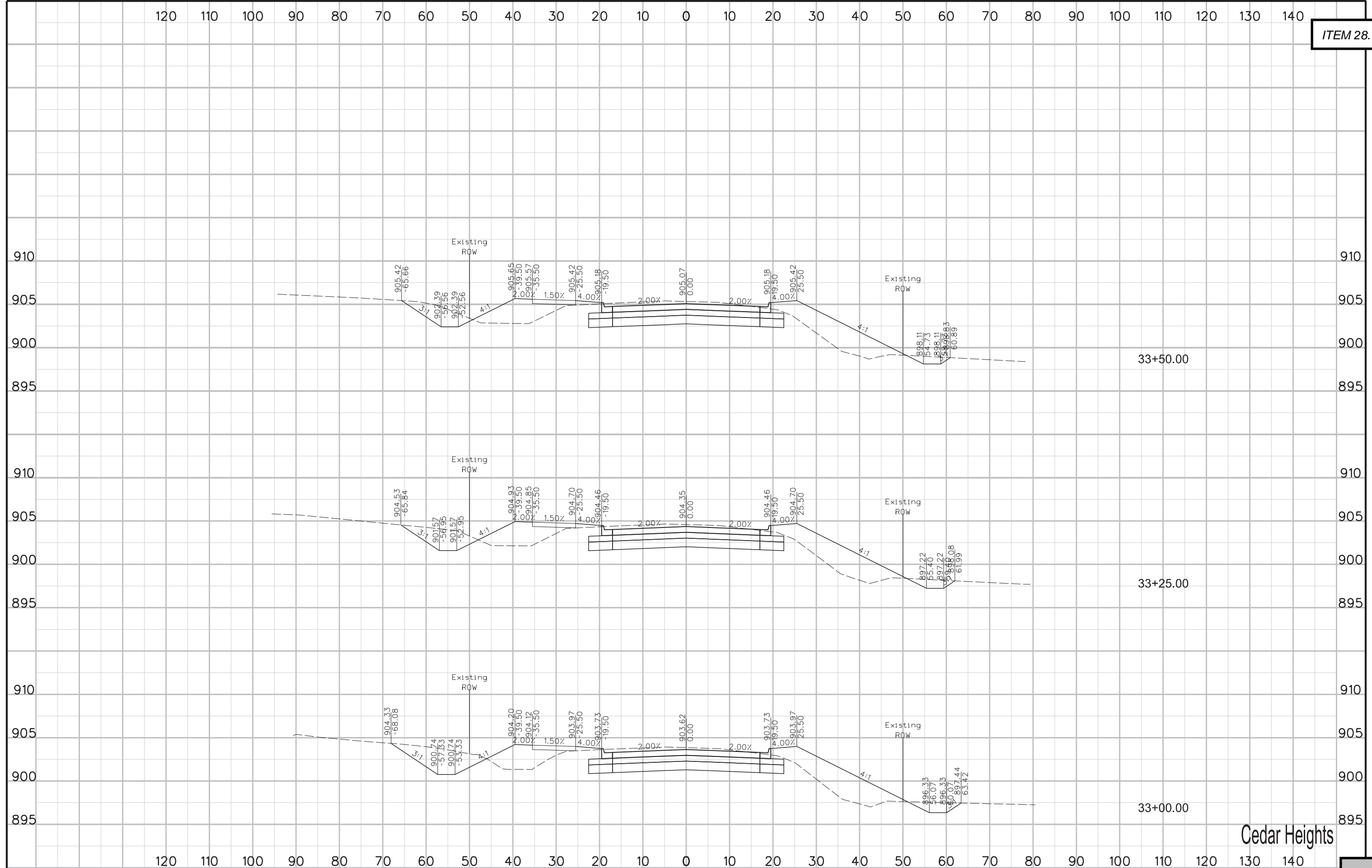


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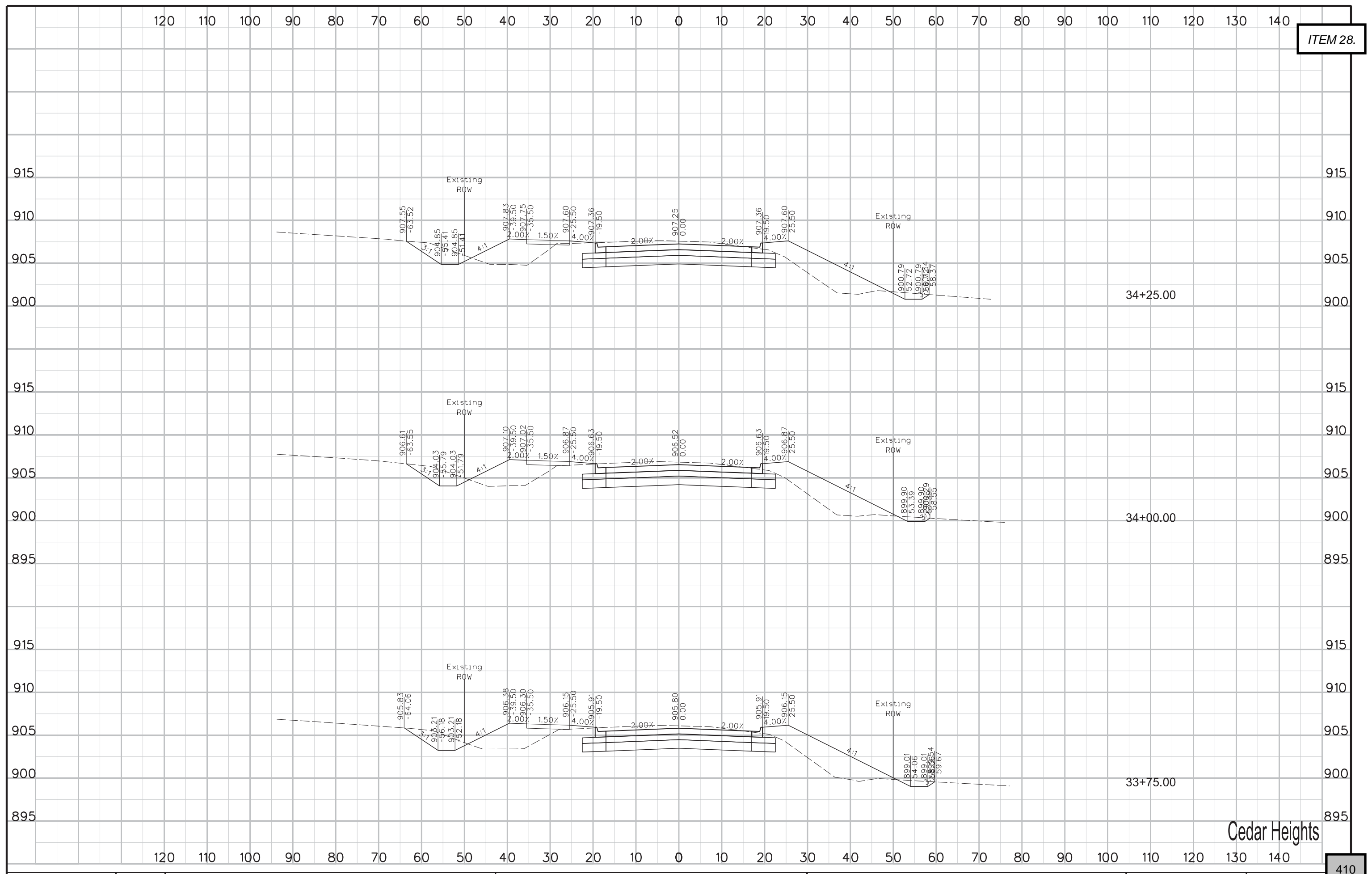
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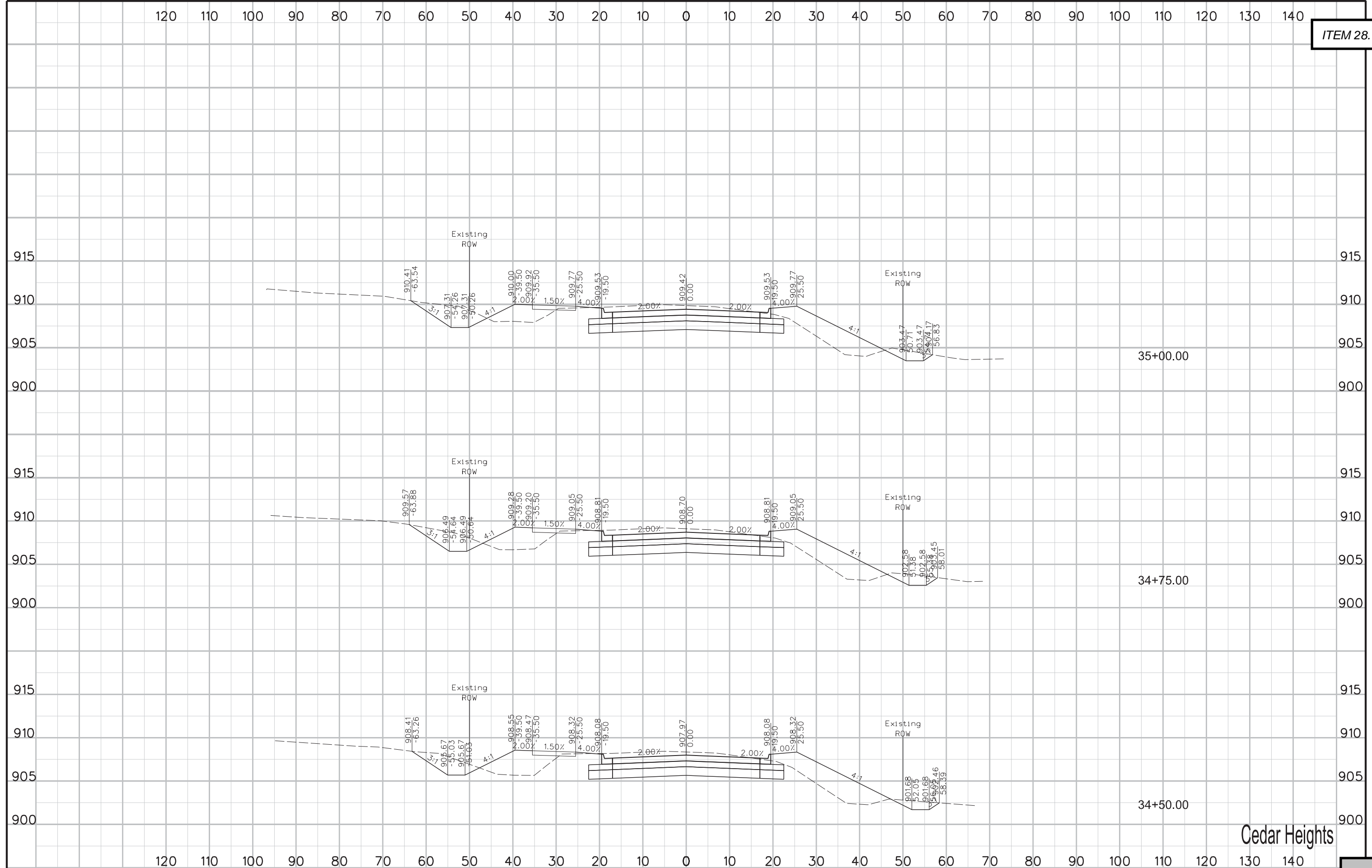


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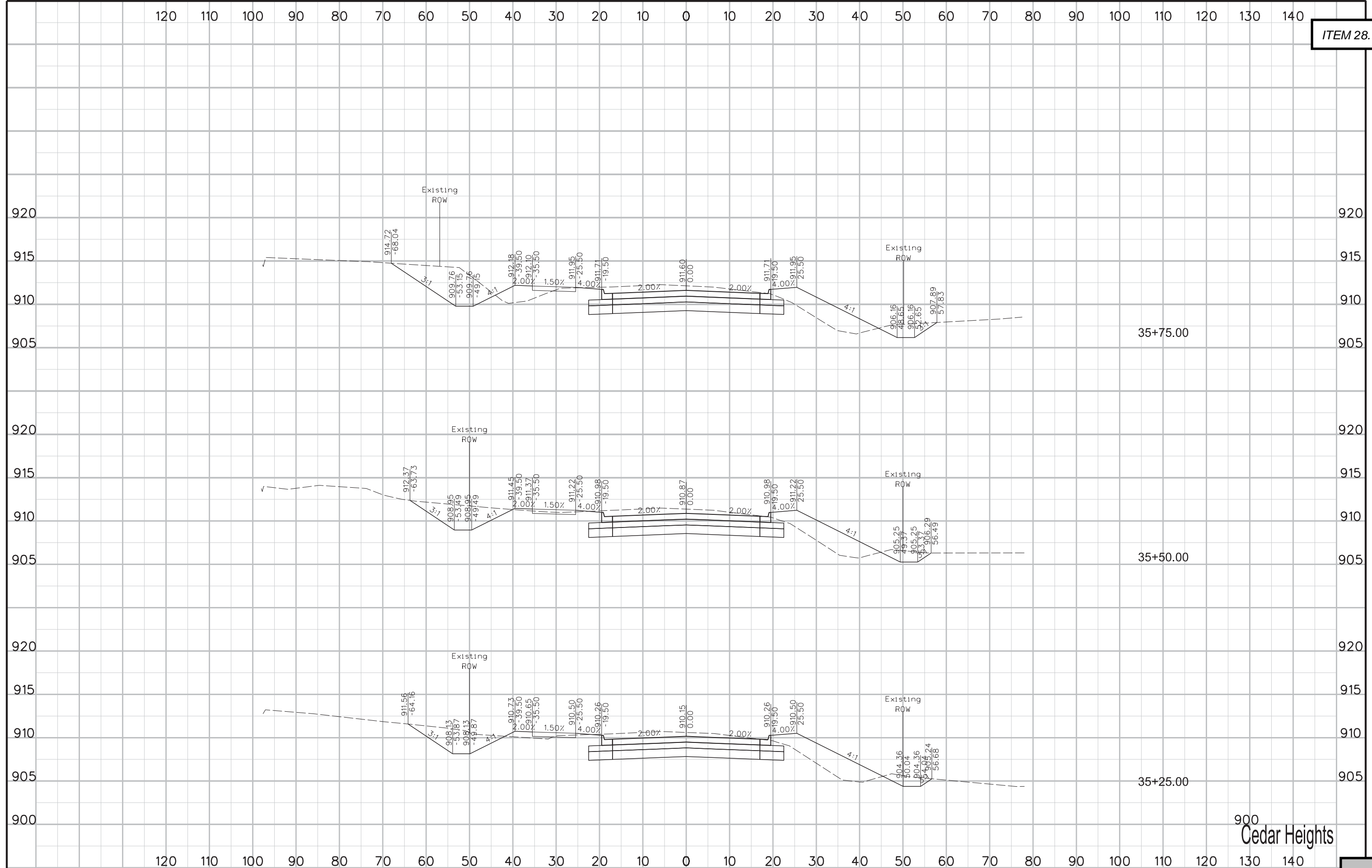
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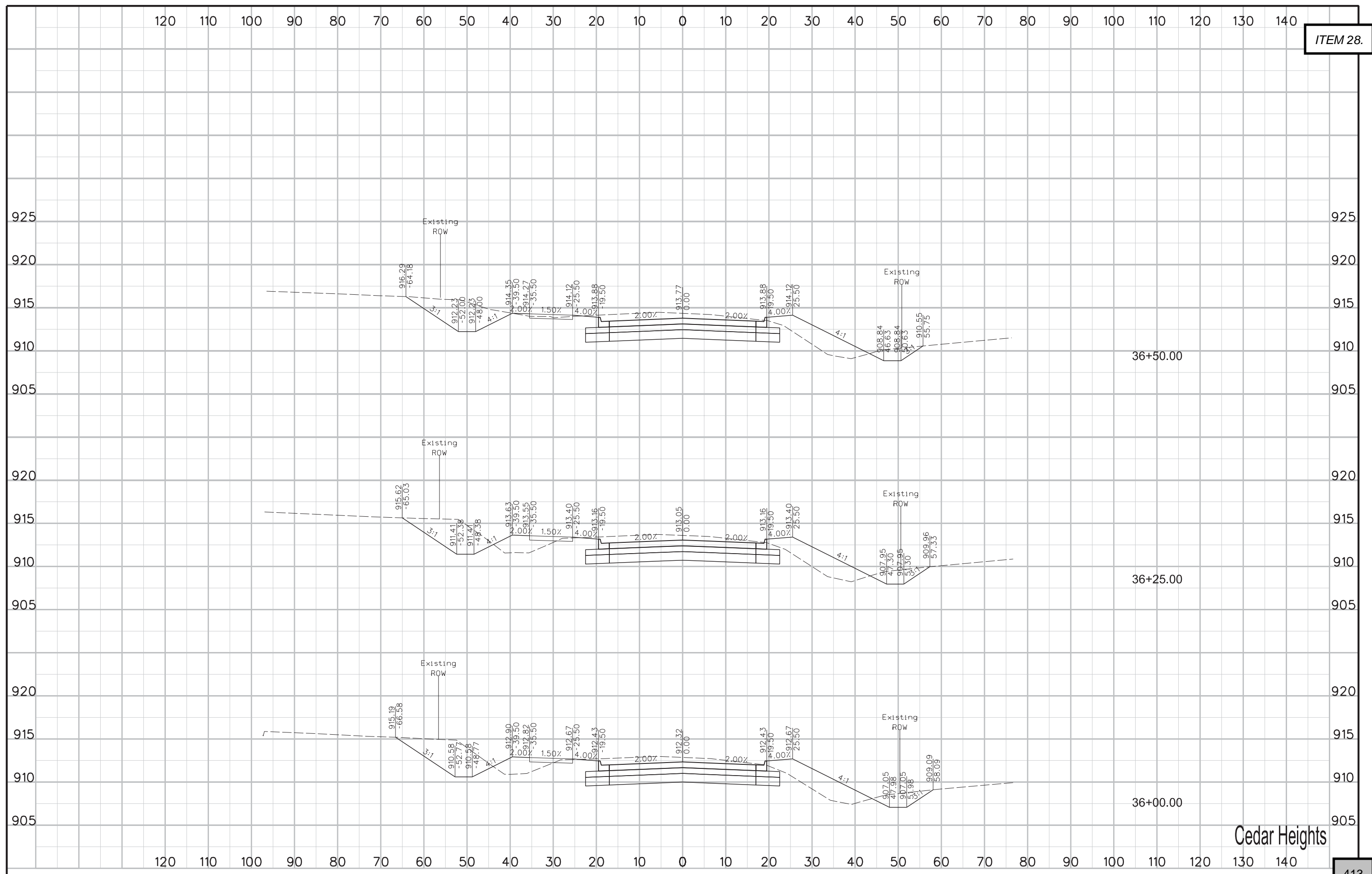
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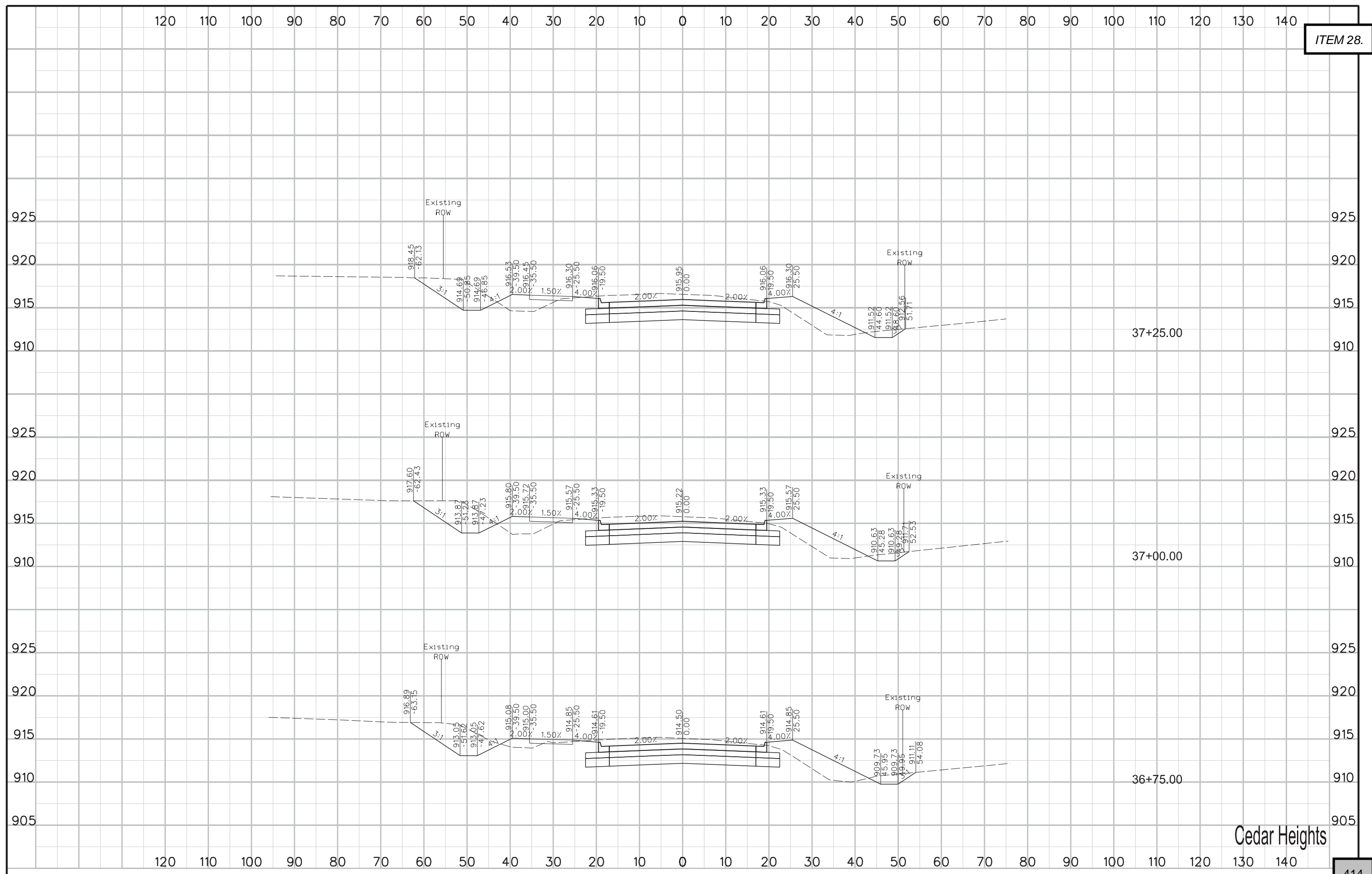
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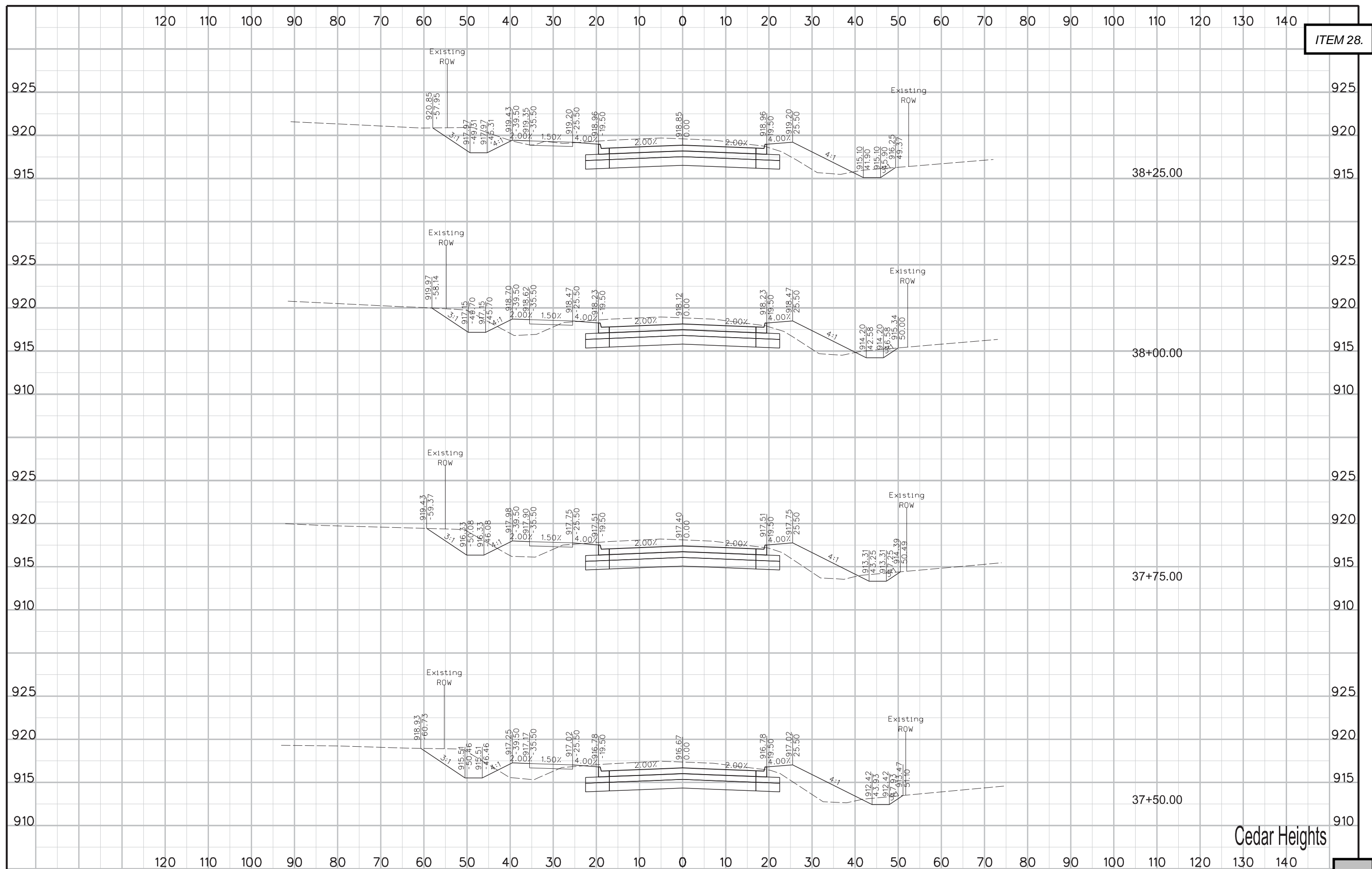
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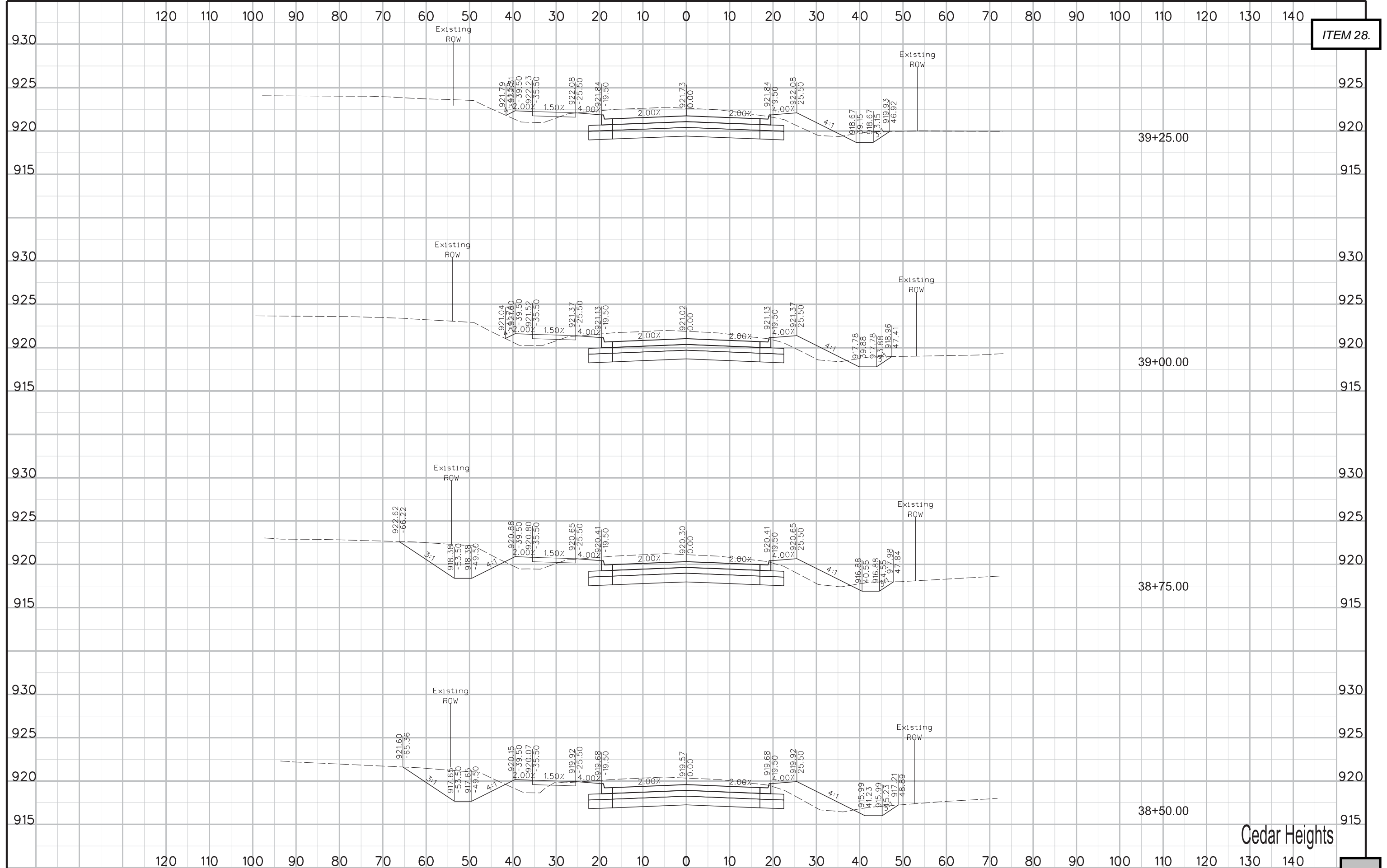


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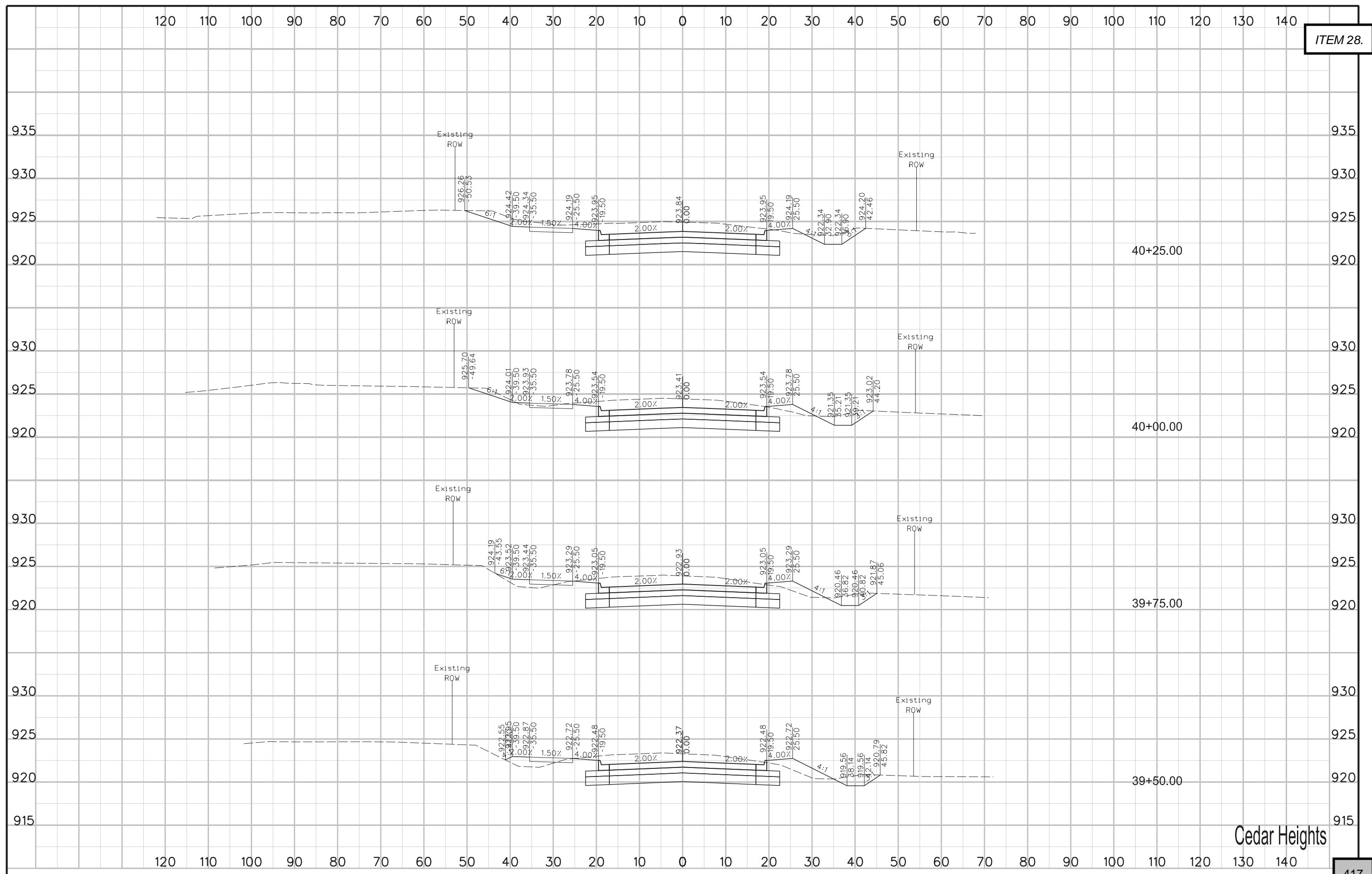
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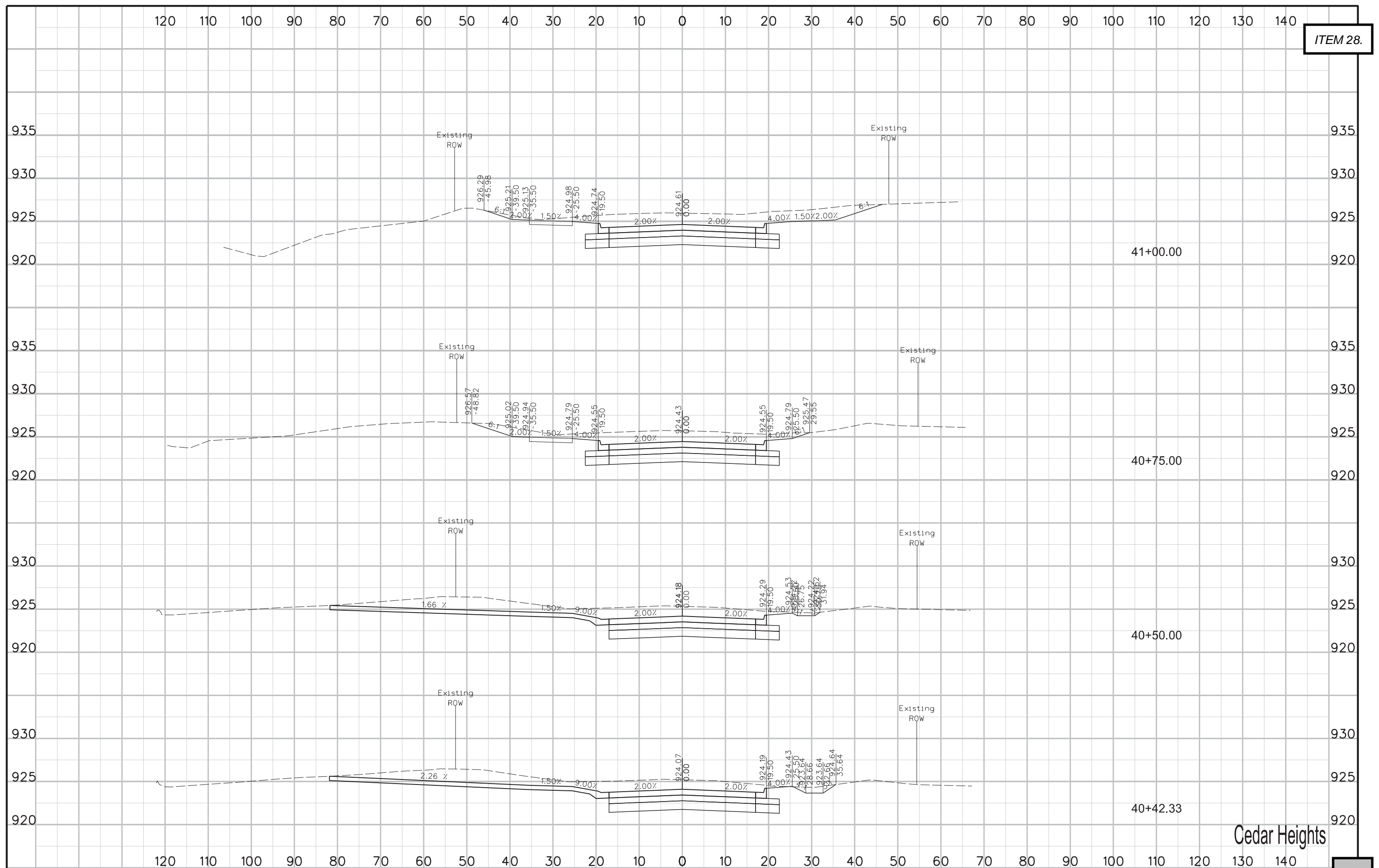


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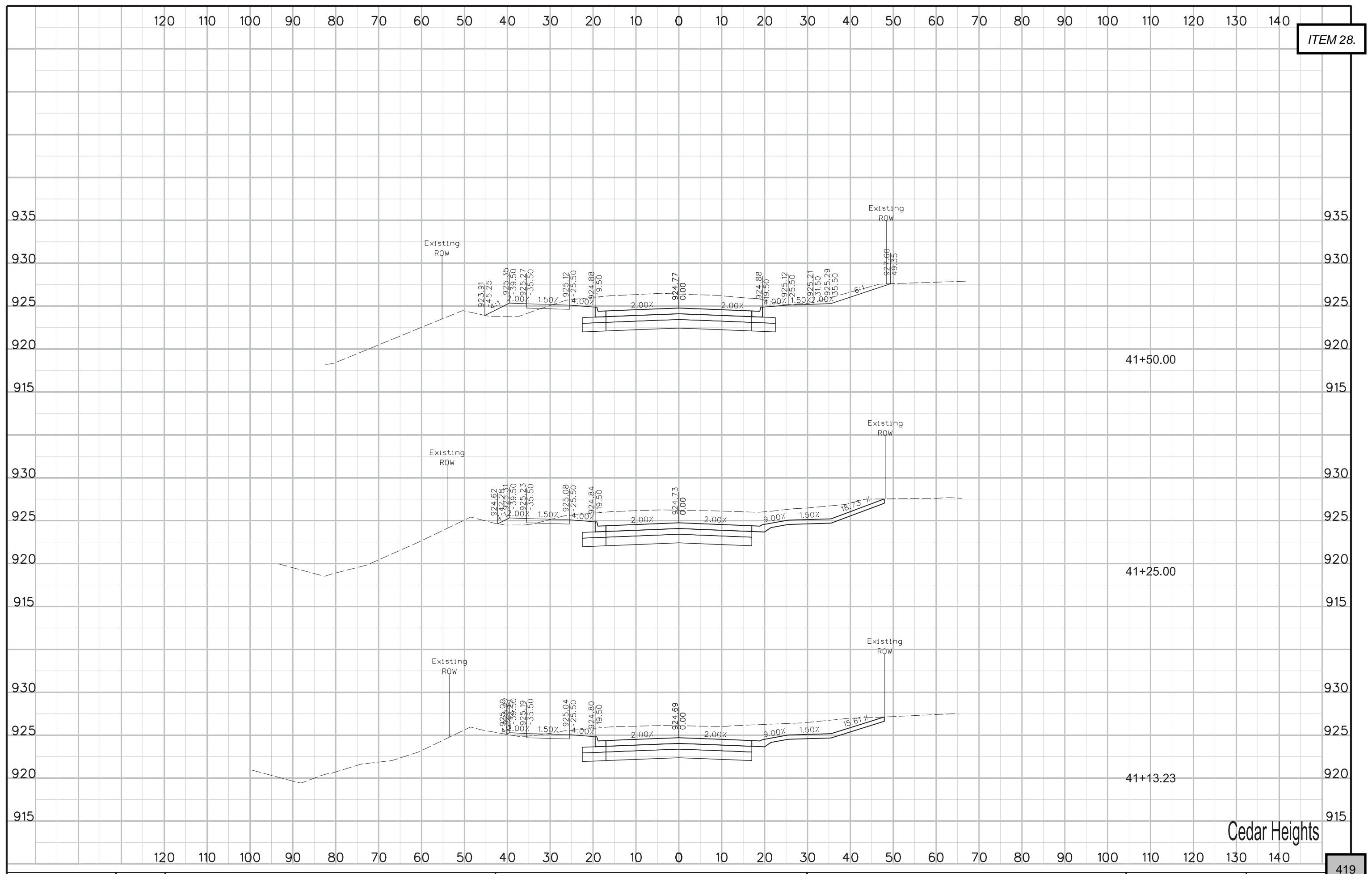




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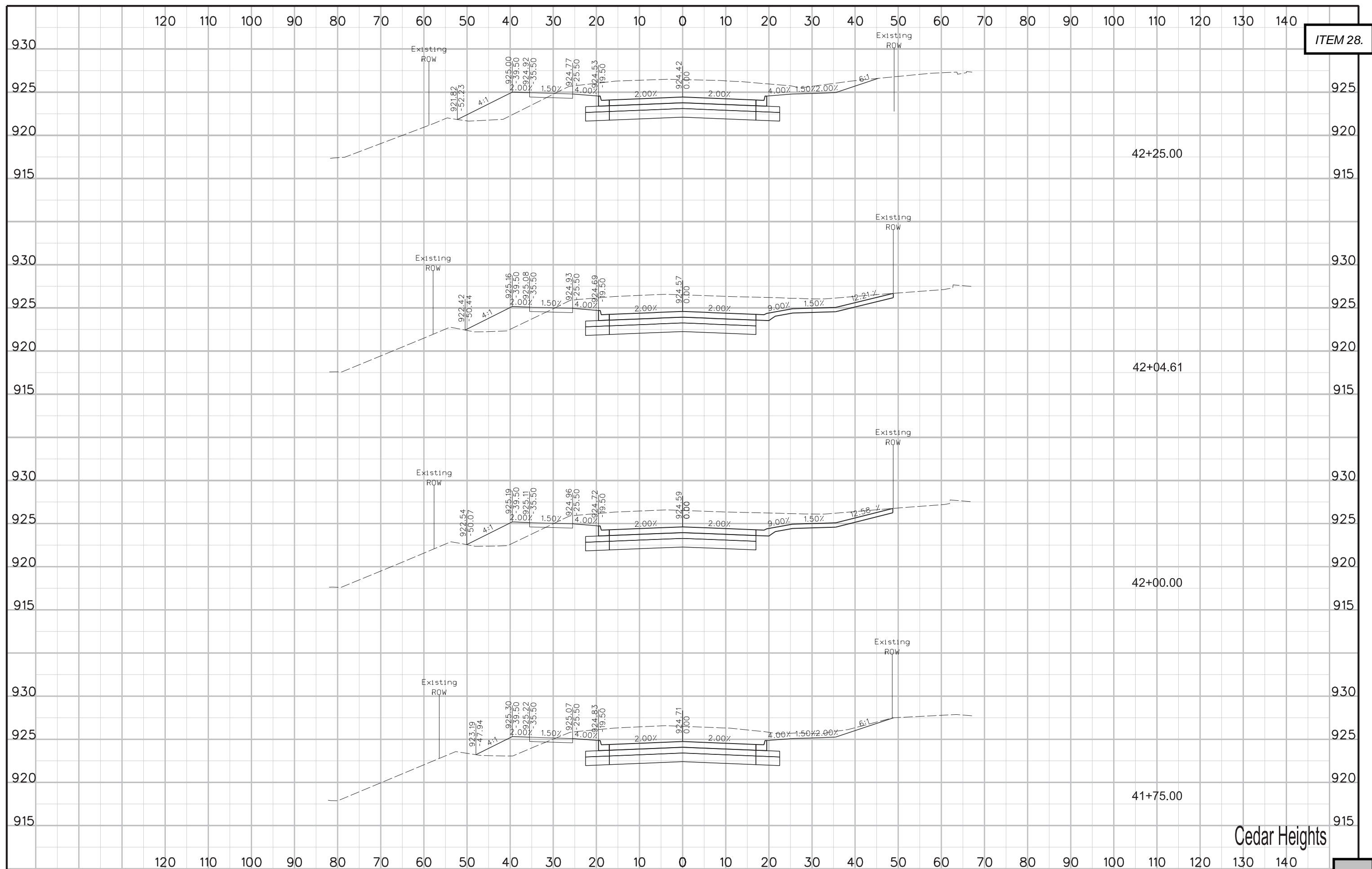
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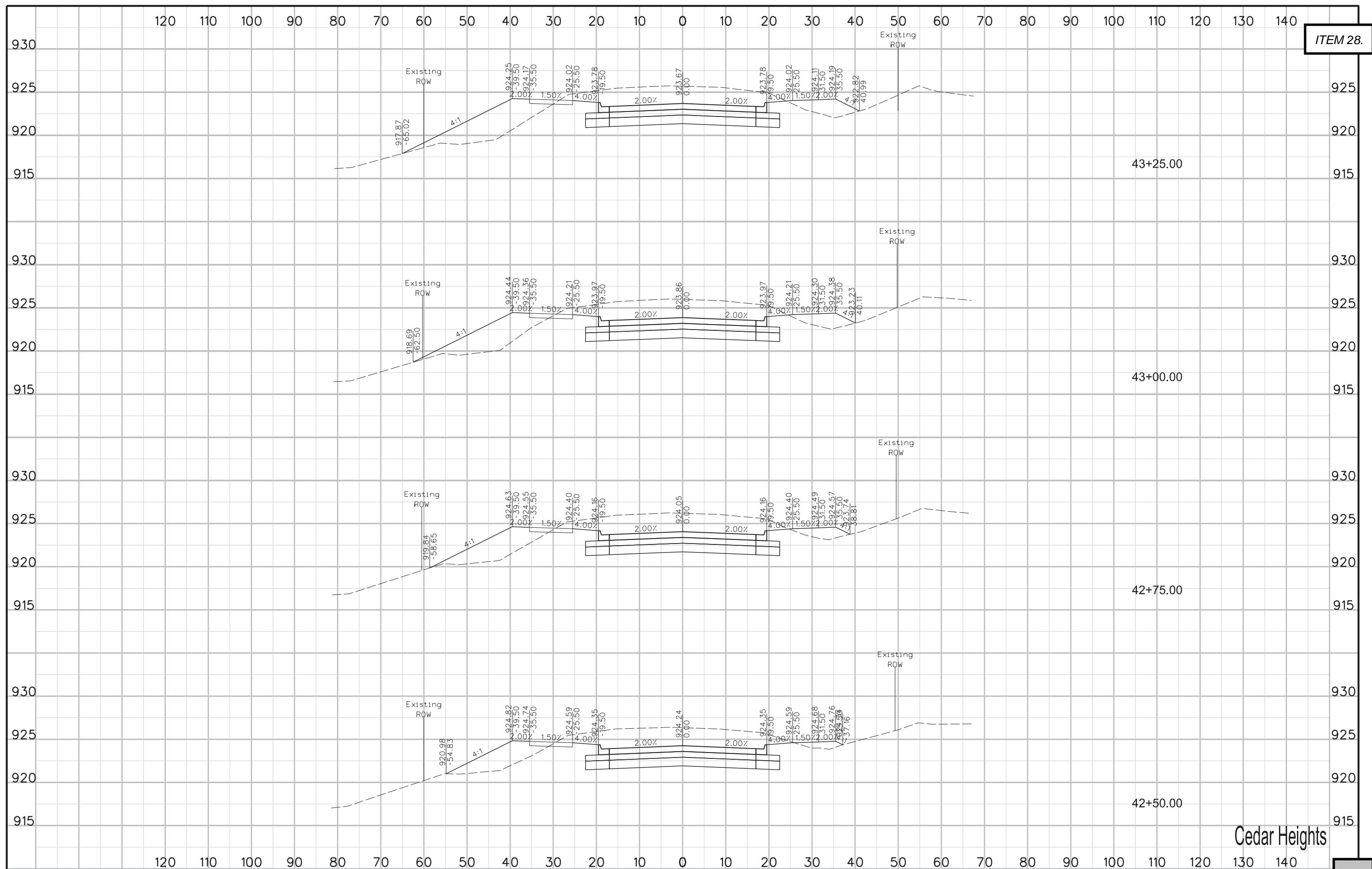
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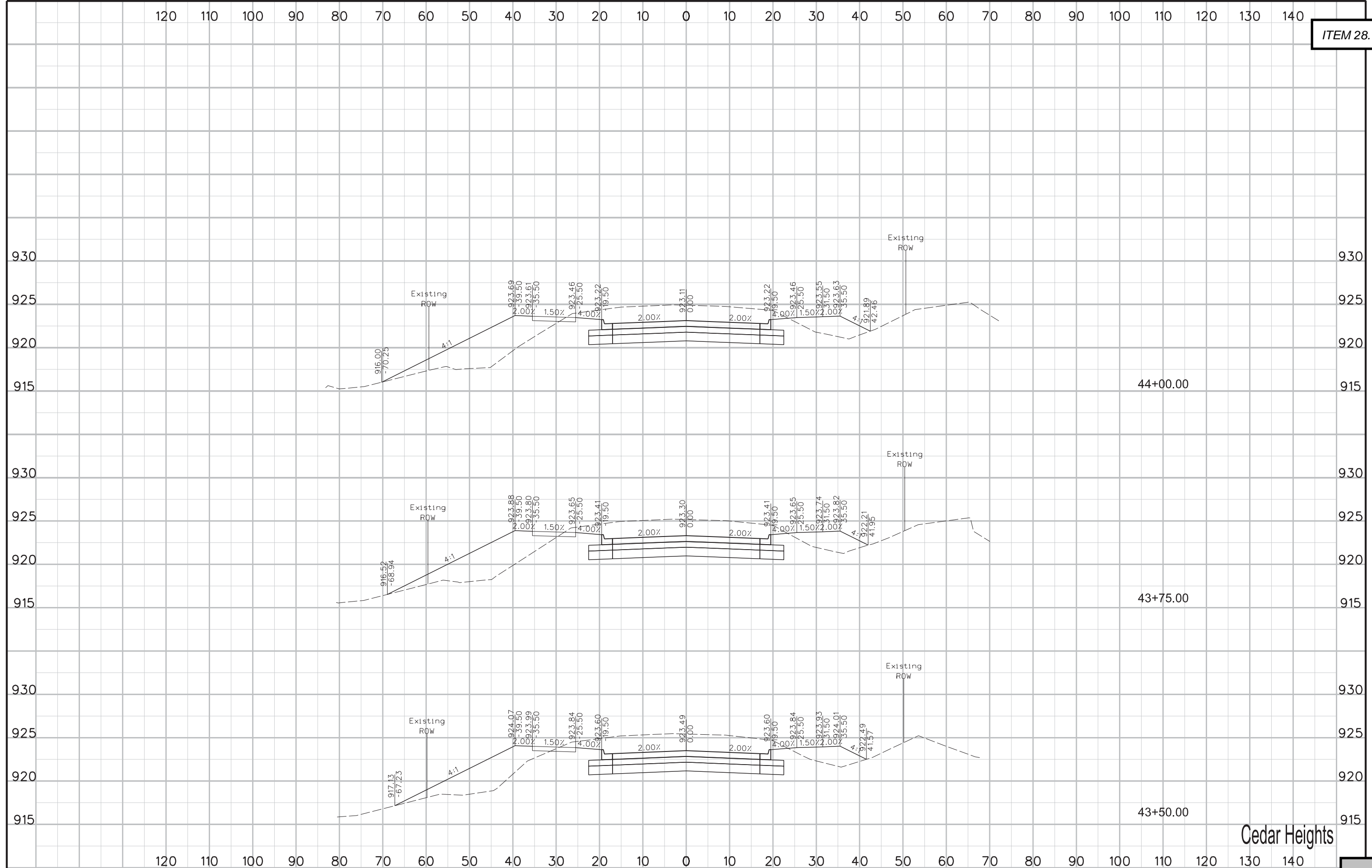
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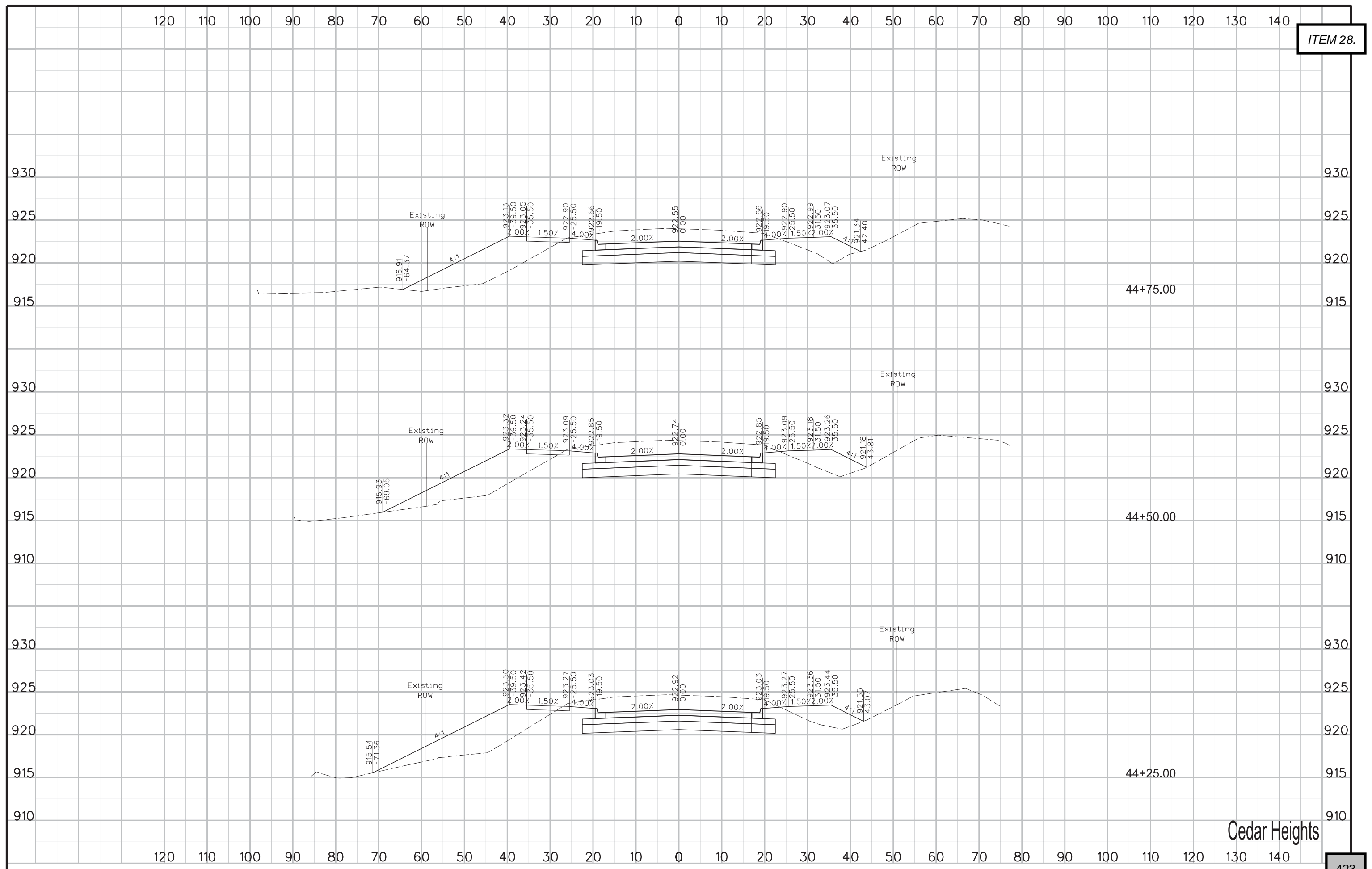
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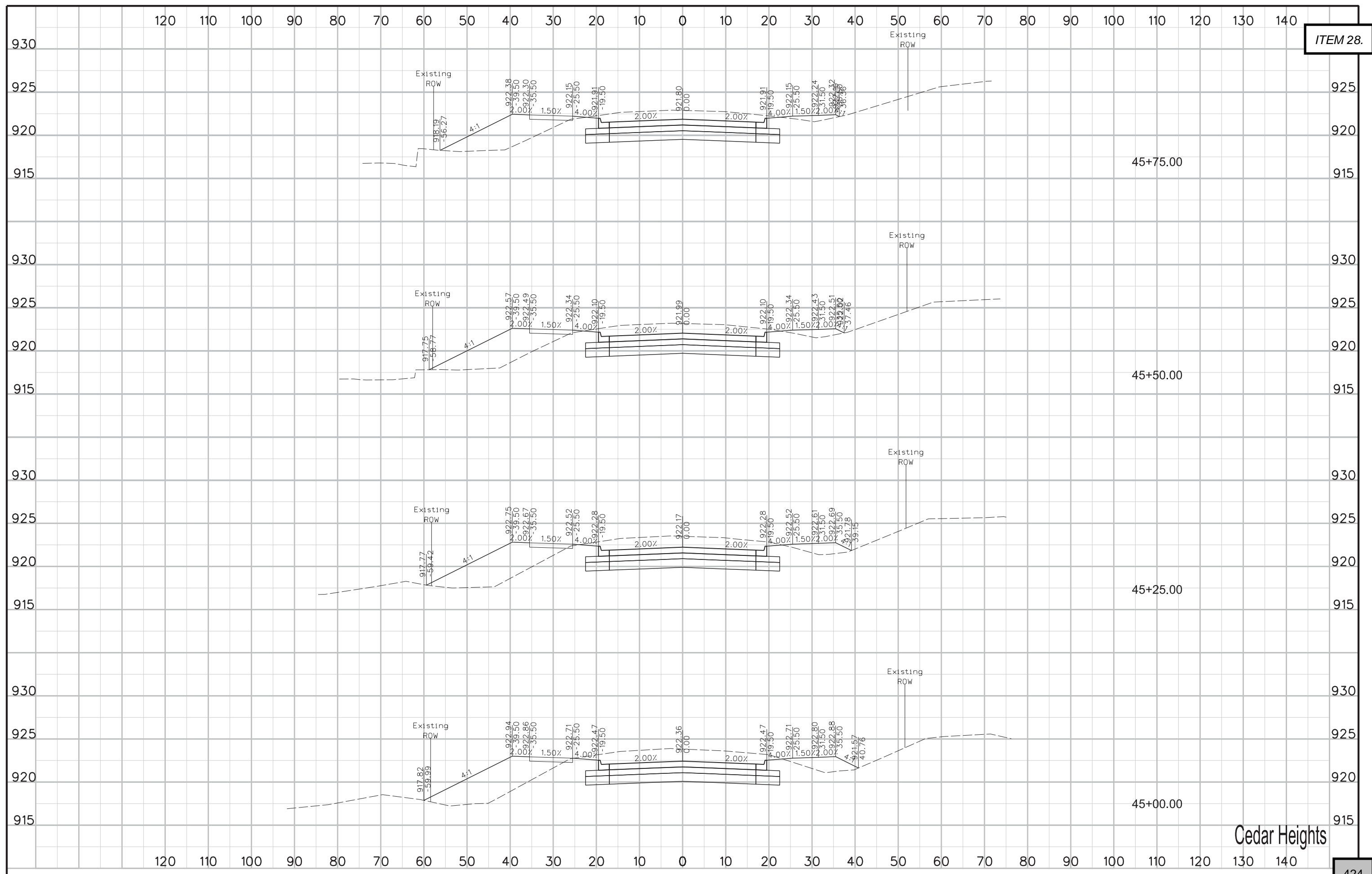


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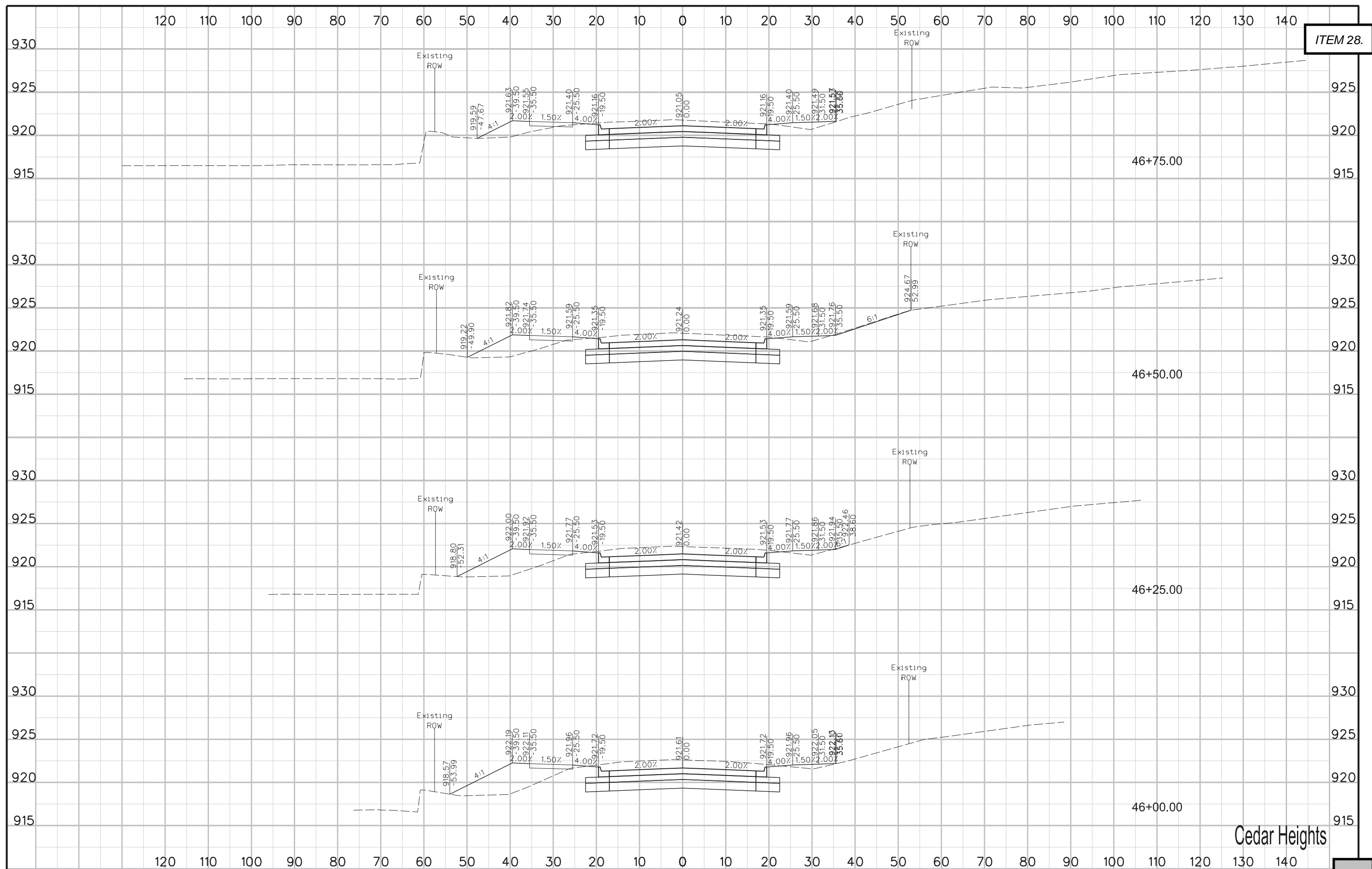
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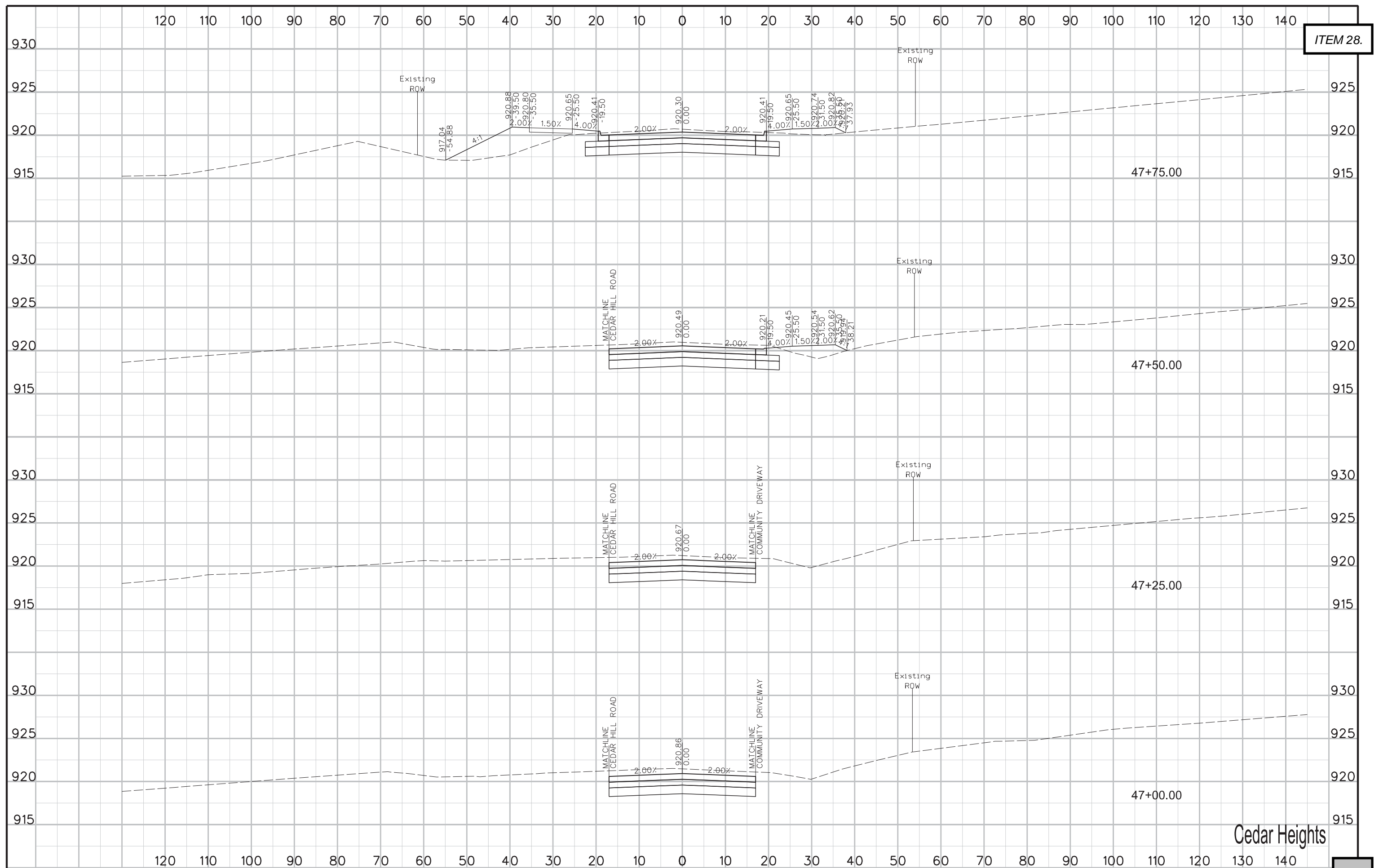
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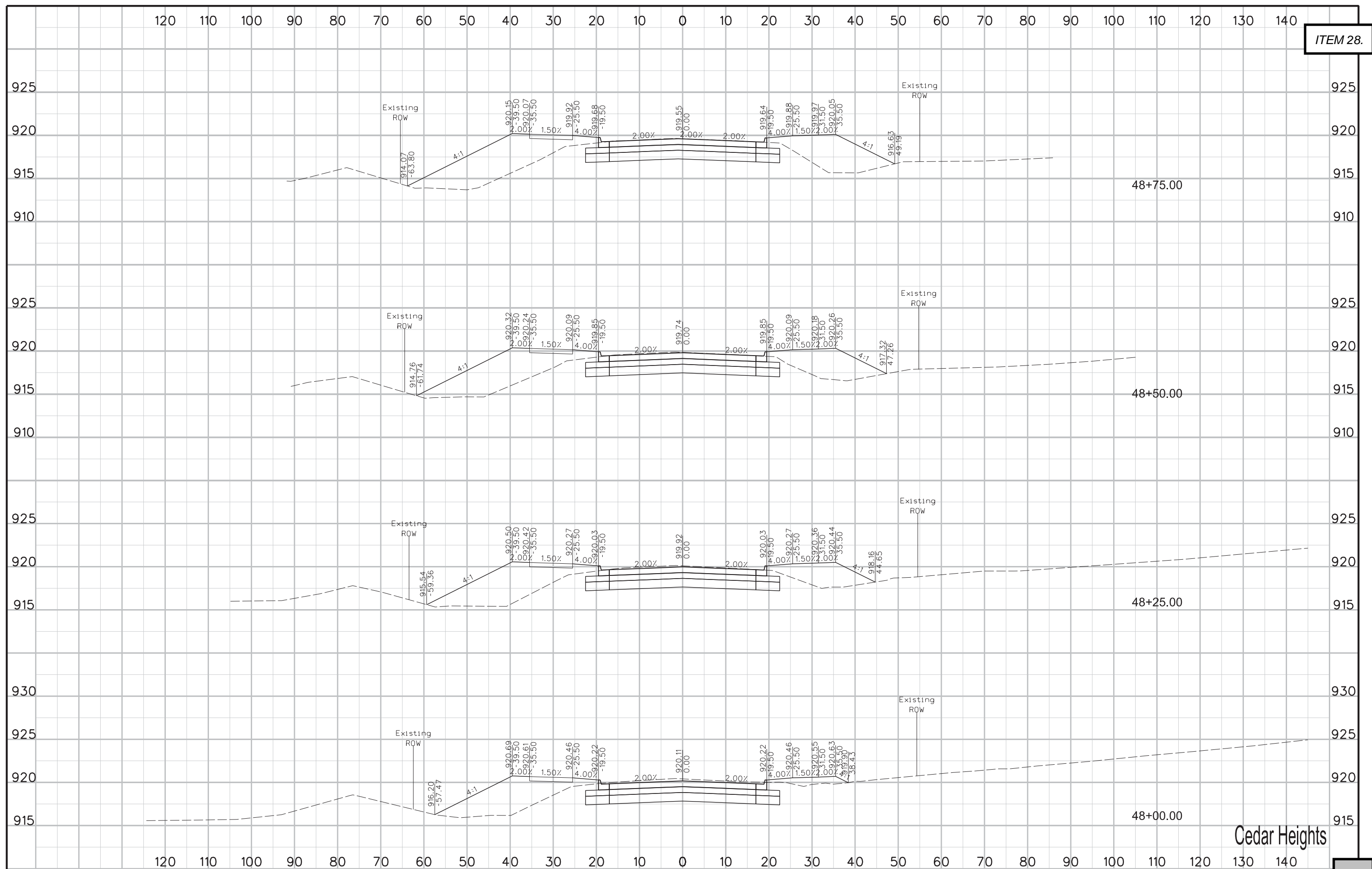


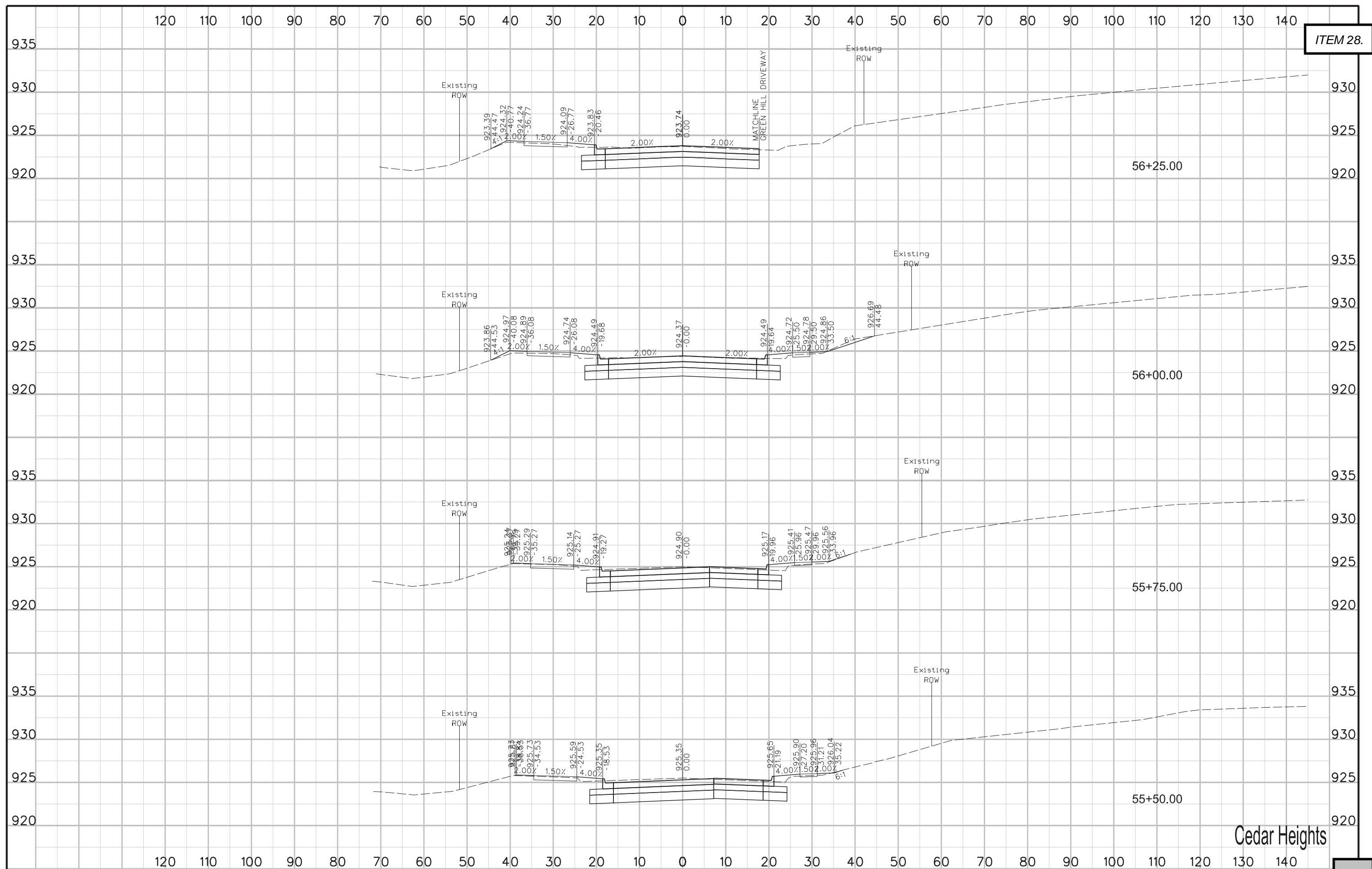


Cedar Heights

ITEM 28.







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